

# STATE OF ALASKA REQUEST FOR PROPOSALS



## INTERNATIONAL AIR CARGO DEVELOPMENT CONSULTANT RFP 2523H002

ISSUED: MAY 6, 2022

The Department of Transportation & Public Facilities, Alaska International Airports System (AIAS) is soliciting proposals to establish an as-needed contract for an air cargo marketing and business development consultant to provide professional consultation related to the current and future strategic air cargo marketing and business development programs at airports within the AIAS.

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### ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND  
PUBLIC FACILITIES  
DIVISION OF ADMINISTRATIVE SERVICES

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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 SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities, Alaska International Airports System (AIAS) is soliciting proposals to establish an as-needed contract for an air cargo marketing and business development consultant to provide professional consultation related to the current and future strategic air cargo marketing and business development programs at airports within the AIAS.

For the purposes of this RFP and resulting contract, the Ted Stevens Anchorage International Airport shall be referred to as ANC. ANC is the three letter code for the Ted Stevens Anchorage International Airport as issued by the International Air Transport Association.

### SEC. 1.02 BUDGET

Department of Transportation and Public Facilities, ANC estimates a budget of up to \$250,000 dollars per year for the completion of this project. Proposals priced at more than \$250,000.00 per year will be considered non-responsive. The state does not guarantee any minimum or maximum volume of work under the resulting contract.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on May 27, 2022.

Faxed, emailed, and oral proposals are not acceptable.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors, and Sub-Contractors, if applicable, must meet the following minimum prior experience requirements:

1. The offeror must provide written evidence that confirms the offeror has at least 8 years of documented and related experience in international air cargo marketing and business development. This must include demonstrated experience with developing effective PowerPoint presentations, conducting meeting presentations, participating in contract negotiations, statistical and data report development and the organization of international conferences. The related experience must have occurred since 2010.

If utilizing a Sub-Contractor, the subcontractor must also possess at least 5 years of documented and related experience in international air cargo marketing and business development. This must include demonstrated experience with developing effective PowerPoint presentations, conducting meeting presentations, participating in contract negotiations, statistical and data report development and the organization of international conferences. The related experience must have occurred since 2010.

Experience possessed by the offeror and the proposed Sub-Contractor may not be combined to meet the requirements of item 1 above.

In addition to the above minimum requirement, the offeror and the Sub-Contractor, if applicable, each must:

2. Provide a 2 page summary of a recent (within the past 36 months) successful international air cargo development project.
3. Be able to demonstrate direct experience and working relationships with the international air cargo industry to include, but not limited to, airlines, freight forwarders and shippers.
4. Provide documented evidence of their participation in at least 1 large international air cargo conference and relevant Asian Airline contact meetings since December of 2015.
5. Provide 2 letters of reference from recent international air cargo consulting clients. The services provided to the clients must have occurred since 2012.

An offeror's or a Sub-Contractor's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be 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 using a sub-contractor, the information required above must also be submitted for the Sub-contractor.

## SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must 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 solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## 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
TDD	907-465-3642

## 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 2523H002 International Air Cargo Development Consultant P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2523H002 International Air Cargo Marketing Consultant 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;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] 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 Commissioner of the Department of Transportation and Public Facilities 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## (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 mailed a copy 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 web site.

## 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 by the same number of days.

- |   |               |
|---|---------------|
| • Issue RFP   | May 6, 2022   |
| • Deadline for Receipt of Proposals                           | May 27 2022   |
| • Proposal Evaluation Committee complete evaluation by        | June 10, 2022 |
| • State of Alaska issues Notice of Intent to Award a Contract | June 13, 2022 |
| • State of Alaska issues contract                             | June 24, 2022 |
| • Contract start  | July 1, 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 solicitation.



## SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

## SEC. 1.15 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Established in 1960, and managed since its inception by the Department of Transportation and Public Facilities, the Alaska International Airports System (AIAS) is currently comprised of the Ted Stevens Anchorage International Airport (ANC) and Fairbanks International Airport (FAI).

In 2020, ANC ranked second overall in the United States in terms of cargo volume with a total of 3,157,682 tons of cargo. While Anchorage is a relatively small city in population, the 2020 cargo volume ranks fourth on a global scale trailing only the Memphis, Hong Kong, and Shanghai airports.

With Alaska's small population, the vast majority of the air traffic is freight related. In fact, almost 80% of the goods shipped via freighter aircraft over the Pacific Ocean are transported through the ANC. ANC is located 9.5 hours from 90% of the industrialized world and offers robust services including dedicated cargo facilities, special handling capabilities, and many infrastructure benefits to cargo airlines.

With the understanding the AIAS does not employ an expert in the field of air cargo marketing or business development, the contract resulting from this RFP will provide the AIAS with the professional consultation necessary to continue to grow and enhance air cargo marketing and business development opportunities.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Transportation and Public Facilities, Division of Administrative Services is soliciting proposals for professional consultants from the air cargo marketing industry to provide assistance with promoting and enhancing the international and domestic air cargo services and related activities including the recruitment of new air carriers and expanding the activities of existing carriers within the AIAS.

The successful contractor shall notify the Project Manager, or designee, immediately upon learning of, or identifying, any potential, apparent, or existing Conflict of Interest that could affect the delivery of services for a project, task, or assignment under the contract resulting from this RFP.

The contract will be utilized on an as-needed basis.

#### TASKS

The successful offeror shall perform the following tasks as assigned in writing by the Project Manager, or designee. Additional information for the following tasks can be seen in the deliverable section below.

1. Services related to Business Development Project Initiative
2. Services related to Statistical and Data Collection and Analysis
3. Services related to the Ongoing Marketing of ANC to include, but not limited to:
  - a. Air Cargo Marketing Industry Update Reports
  - b. Quarterly Air Cargo Marketing Statistics and Analytics Reports
  - c. Marketing Intelligence Air Cargo Customer Profiles
  - d. Semi-Annual Air Cargo Reports
  - e. Air Cargo Carrier Meetings and summary report
  - f. Air Cargo Advertising Guidance
  - g. Alaska International Airport System Air Cargo Forum/Symposium

#### DELIVERABLES

##### **Task 1 Deliverable: Air Cargo and Business Development Project Initiatives**

The contractor's team shall be prepared to support the airport team with researching and defining the current air cargo and business development related opportunities as well as looking for opportunities that may present themselves in the future. The initiatives will be designed to have the consultant work directly with staff, customers, air cargo and other markets while developing relationships and resources to determine specifically what air cargo and/or business development opportunities the airport should pursue. This task may also include the development of various PowerPoint presentations, marketing materials, and publications that are tailored to the specific interests and strategic development needs of the individual carriers.

While this task is general in nature, the written authorization from the Project Manager or designee to proceed with a project, task, or assignment will contain sufficient information to allow the contractor provide a written cost estimate based on the hourly rates offered in response to this RFP. The written cost estimate must be approved by the Project Manager, or designee in writing and in advance the contractor starting work on a

specific project, task, or assignment. The work performed in cooperation with the airport team shall be summarized in written report(s) with action items and recommendations that will provide a roadmap for the specific Air Cargo or Business Development Initiative.

**Task 2 Deliverable                      Statistical and Data Collection and Analysis**

The contractor's team shall be prepared to collect information from multiple data and statistical sources and analyze the data to assist the department in making informed decisions regarding air cargo and general business development needs and initiatives.

**Task 3 Deliverable                      Ongoing Marketing Tasks**

The contractor's team shall assist with the following specific marketing tasks as approved in writing by the Project Manager. Other projects, tasks, or assignments, not listed below, but within the scope of the intended contract and deemed necessary by the Project Manager may be required of the contractor.

**A. Air Cargo Marketing Industry Updates (monthly and/or as applicable)**

The contractor shall by the 10<sup>th</sup> of each month, or as requested, produce and deliver to the Project Manager, Cargo Market Intelligence reports and report updates that focus on cargo marketing trends and developments that could affect air cargo activity at the ANC. This update must include trends and developments from a statewide, national, and global perspective and relate to topics, issues, solutions and recommendations that could impact air cargo operations at the ANC.

The initial reports and updated reports must also include the identification of any unresolved or potentially unknown industry obstacles such as, but not limited to, cost, operational issues, facilities, and infrastructure development. The identification of such obstacles may result from both formal and informal discussions and presentations with the industry. The contractor may be tasked with helping the ANC project team develop solutions to the obstacles.

**B. Quarterly Air Cargo Marketing Statistics and Analytics Report**

The contractor shall, on a quarterly basis, produce and deliver to the Project Manager an Air Cargo Marketing Statistics and Analytics report. This report must use the most current available data and statistics on air cargo carriers operating trans-Pacific routes and should include a critical analysis of the previous quarters' trends and activities and how they could impact the air cargo program at the ANC.

**C. Marketing Intelligence Air Cargo Customer Profiles**

The contractor shall, as needed, or requested, prepare and deliver to the Project Manager, cargo airline customer profiles to include events and information specific to each carrier, the ANC, and other trans-Pacific cargo operations. This must include data analysis and modeling that demonstrates year over year changes, upcoming and known operational changes, and any internal or external political issues that may impact air cargo operations at the ANC.

The profiles must also include comments and recommendations that identify the best candidates for new or increased air cargo flight activities at ANC. For recommended candidates, the profile must

provide an analysis of the carriers' particular strengths, weaknesses, opportunities and threats with regard to their current and potential air cargo activity at the ANC.

**D. Semi-Annual Air Cargo Report**

The contractor shall, on a semi-annual basis, produce and provide to the Project Manager a "Summary of World and Anchorage Air Cargo Trends Report". The reports are due to the Project Manager on the 15<sup>th</sup> of January and the 15<sup>th</sup> of June of each year.

The report must include at a minimum:

- Discussion and analysis of the pertinent market indicators for the ANC;
- Discussion and definition of world trends that have, or may have, an effect on the air cargo industry and the ANC;
- Comparisons of the top U.S and world air cargo airports for the previous period;
- Demonstrate how the ANC ranks nationally and internationally; and,
- Discussion and definition of known and projected trans-Pacific air cargo trends and how they have, or may have, an effect on the air cargo industry and ANC.

**E. Air Cargo Carrier Meetings**

The contractor shall assist with setting up, organizing, negotiating as needed, and preparing research and presentations in connection with air cargo carrier meetings. In most cases, air cargo carrier meetings will include an ANC representative. However, pre-approved cargo carrier meetings may be held. Regardless of ANC representation at a meeting, the contractor shall produce and provide to the Project Manager, a full summary report of who attended (name, title and email) and the topics of discussion within 10 business days of the conclusion of each meeting.

**F. Air Cargo Advertising Guidance**

The contractor shall provide input to the Project Manager and the airport team with marketing recommendations as related to what publications to advertise in and how often to run the advertisements. The contractor shall also be prepared to provide input and recommendations on "ad content" developed by the ANC contracted advertising agency.

**G. Alaska International Airport System Air Cargo Forum/Symposium**

To date, the airport has hosted four air cargo summits. In the event another Alaska International Airport System Air Cargo Forum/Symposium were to be hosted at the ANC, the contractor awarded a contract as a result of this RFP will be a strategic partner in the overall success of the future Forum/Symposium.

The contractor must have the industry contacts and staff expertise to assist in the development and marketing of the summit. This includes, but is not limited to, data gathering, conference coordination, invitations, registration, advertising, development and assistance with presentations, the creation of agendas to include topical speakers, breakout sessions, and the overall planning and execution of the event.

The information collected and analyzed through the completion of the above tasks will result in multiple data sets relevant to an air cargo company's markets. The information gathered and analyzed may be used in the

state's decision-making process when determining market opportunity, market penetration strategy and market development metrics.

### **Correspondence / Documents**

All correspondence and documents submitted by the successful contractor shall include the project, task, or assignment number, contract number and project, task, or assignment description.

## **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of **award through June 30, 2023** with the option to renew for four additional one-year renewal terms, under the same terms and condition, as the original contract. Renewals shall be initiated solely by the state. However the contractor must provide their mutual agreement in order for the contract to be renewed for any additional terms.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

## **SEC. 3.03 DELIVERABLES**

See section 3.01.

## **SEC. 3.04 CONTRACT TYPE**

This contract is a fixed fee plus pre-approved indirect expenses contract.

## **SEC. 3.05 COMPENSATION AND INVOICING**

### **COMPENSATION**

The contractor shall be compensated under the following:

**Direct Costs:** The hourly rates per labor category offered in response to this RFP shall include all costs associated with providing the services to include all direct and indirect labor costs such as, but not limited to, hourly rates, taxes, overhead, fringe benefits, profit, utilities, and insurance. The following labor categories are included:

1. Contract Management Services
2. Project Management Services
3. Business Analyst Services
4. Marketing Support Services
5. Administrative Support Services

**Indirect Costs:** The state shall reimburse the contractor for various indirect costs such as, but not limited to, equipment rental, printing of presentations, and conference invitations. All indirect costs must be approved in writing and in advance by the Project Manager.

**Travel Reimbursement:** Travel approved in advance by the Project Manager shall be reimbursed based on the following criteria:

- Airfare is limited to coach fare
- Lodging will be reimbursed per SOA travel policies
- Reimbursement for meals will not exceed \$60.00 per day for Alaska
- Reimbursement for meals on approved travel in the contiguous United States or to a foreign country shall be reimbursed in accordance with State of Alaska travel policies
- Rental vehicles are limited to standard size, make and model as opposed to premium options
- Receipts must be provided with invoice for all travel expenses
- All travel costs must be shown as separate line items on invoices submitted to the state for payment

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **one to two people** to make **two trips** per year to **ANC**. Other trips may be required as needed for conferences and meetings but will be reimbursed in accordance with Section 3.05.

All approved travel must comply to the greatest extent possible with state of Alaska travel policies as seen at: <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>

The successful contractor shall not perform any services or incur any billable expenses under this contract without prior written consent of the Project Manager or designee.

The successful contractor is not to work overtime on any project, task, or assignment without express written authorization, in advance, from the Project Manager, or designee. For these purposes, overtime is defined as work in excess of eight (8) hours per day.

## INVOICING

By the 15<sup>th</sup> of each month, the contractor shall submit to the state an invoice for the services provided during the billing period. Each invoice must include, at a minimum, the following:

- The number of hours worked over the billing period for each labor category
- Name of person(s) in each labor category performing the work
- The offered hourly rate for each labor category
- The total amount billed for each labor category
- Separate invoice lines for all approved indirect charges
- Separate invoice lines for all approved travel related charges
- The total amount invoiced for the billing period

## Monthly Project Status Report Invoice

As documentation and support of the invoice as described above, the contractor must:

By the 15<sup>th</sup> of each month, the contractor shall deliver to the Project Manager, or designee, and the state contract administrator a Monthly Project Status Report (MPSR). The MPSR must include each project, task, or assignment individually. The MPSR must include, at a minimum, the following information for each project, task, or assignment:

1. Project, task, or assignment number
2. Brief project, task, or assignment name or description
3. Project, task, or assignment start date
4. Anticipated project, task, or assignment completion date
5. Estimated project, task or assignment cost
6. Percentage of the Project, task, or assignment completed as of MPSR submission
7. Total amount invoiced to date for each project, task, or assignment by labor category
8. Total amount invoiced to date for approved indirect charges by project, task, or assignment

No payment will be made until the report and invoice has been approved by the AIAS Project Manager or designee.

### **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 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.

### **SEC. 3.08 LOCATION OF WORK**

While the work required for many of the projects, tasks, and assignments may be completed at the contractor's site, in some cases, and on a semi-regular basis, work may be performed and managed at the AIAS office located at the ANC. While working in ANC, the State will provide workspace for the contractor.

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 this reports may be treated as a material breach and may be a basis for a finding of default.

## SEC. 3.10 SUBCONTRACTORS

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

Subcontractor experience **shall not** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**. However, a subcontractor, if offered, must meet the subcontractor experience requirement as detailed in Section 1.04.

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 Manager.

## 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. Personnel 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 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 LIQUIDATED DAMAGES**

Does not apply to this project.

### **SEC. 3.17 CONTRACT CHANGES**

#### **UNANTICIPATED AMENDMENTS**

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

The contractor will not commence additional work until the project director 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**

Some contract amendments may be required in the event additional work to be performed. The additional work will increase the total contract dollar amount and will be within the general scope of the initial contract.

### **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 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration, Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **Attachment B – Insurance Requirements** for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** must be set out in the offeror’s proposal.

Certificate(s) of Insurance must be provided within five days of the states' request and prior to contract execution. The Certificate(s) must show the contract number and the Certificate Holder as: DOT&PF, POB 112500, Juneau, AK 99811-2500.

### SEC. 3.20 TERMINATION FOR DEFAULT

If the project director 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. EXHIBITS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

**The technical proposal submitted in response to this RFP shall not exceed 35 single sided pages to include associated resumes and organizational charts. The font size must be no smaller than Arial 11.**

### SEC. 4.02 INTRODUCTION

**OFFERORS RESPONSE: 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 RESPONSE: Offerors must provide** comprehensive narrative statements that illustrate their understanding of the requirements of the project.

### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

**OFFERORS RESPONSE: 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 need for a consultant that can help grow the air cargo industry at ANC.

### SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

**OFFERORS RESPONSE: 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 RESPONSE: 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 RESPONSE: Offerors must clearly** provide narrative evidence, separate from any resumes, that demonstrates specifically how the offeror meets or exceeds the minimum prior experience requirements listed in Section 1.04, Prior Experience.

**OFFERORS RESPONSE:** 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:

1-Title

2-Resume

3-Location where the work will be performed

**OFFERORS RESPONSE:** Offerors must provide reference names and phone numbers for the project submitted in response to Section 1.04 (2).

## SEC. 4.07 COST PROPOSAL

**OFFERORS RESPONSE:** The cost proposal seen in Attachment A must be submitted in response to this RFP. A failure to submit Attachment A – Cost Proposal may result in the proposal being deemed non-responsive and the proposal may be rejected.

## 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 (10%)

**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 (10%)

**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) How well does the methodology demonstrate projects assigned will be completed within the required timeframes and to what extent does the proposal demonstrate on-time project completions?

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

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

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

## SEC. 5.04 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 and subcontractor (if used):**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

## SEC. 5.05 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

### **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 3.15.

## SEC. 5.06 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 and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

#### SEC. 6.04 CLARIFICATION OF OFFERS

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

#### SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

#### SEC. 6.06 EVALUATION OF PROPOSALS

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

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

#### SEC. 6.07 CONTRACT NEGOTIATION

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

commenced, they may be held in the ASD conference room on the 3<sup>rd</sup> floor of the Department of Transportation and Public Facilities headquarters Building located at 3132 Channel Drive 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 (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**

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 General 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)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

## Sec. 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 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 G, 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.

### Alaska Bidder Preference Certification Form

**OFFERORS RESPONSE:** In order to receive the Veterans Preference, the proposal must include **Attachment G, 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

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

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

#### STEP 2

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

### STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

### STEP 4

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/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.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 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. 7.04 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: <http://www.state.gov/j/tip/>

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

### SEC. 7.05 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. 7.06 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. 7.07 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. 7.08 ASSIGNMENT

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

## SEC. 7.09 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. 7.10 SEVERABILITY

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

## SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 1.12 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. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## SEC. 7.13 SOLICITATION ADVERTISING

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

# SECTION 8. ATTACHMENTS

## SEC. 8.01 ATTACHMENTS

### **Attachments:**

Attachment A	Cost Proposal Form
Attachment B	Insurance Requirements
Attachment C	Notice of intent to Award a Contract
Attachment D	Standard Agreement Form with Appendix A
Attachment E	Proposal Evaluation Form
Attachment F	Proposal Checklist
Attachment G:	Alaska Bidder Preference Certification Form