

# STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS (IRFP)



## INNOVATIVE TECHNOLOGY DEPLOYMENT PROGRAM PLAN / TOP LEVEL DESIGN - FEDERALLY FUNDED IRFP 2522H089

ISSUED DATE: MAY 24, 2022

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, DIVISION OF MEASUREMENT STANDARDS AND COMMERCIAL VEHICLE COMPLIANCE (MSCVC), IS SOLICITING PROPOSALS FOR A CONTRACTOR TO UPDATE AND MODERNIZE ALASKA'S CURRENT EXPANDED INNOVATIVE TECHNOLOGY DEPLOYMENT (ITD) (FORMERLY COMMERCIAL VEHICLE INFORMATION SYSTEMS AND NETWORKS) PROGRAM PLAN/TOP LEVEL DESIGN (PP/TLD) DOCUMENT.

### ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC  
FACILITIES  
DIVISION OF ADMINISTRATIVE SERVICES  
STATEWIDE CONTRACTING AND PROCUREMENT

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE IRFP

The Department of Transportation and Public Facilities, Division of Measurement Standards and Commercial Vehicle Compliance (MSCVC), is soliciting proposals for a contractor to update and modernize Alaska's current expanded Innovative Technology Deployment (ITD) (formerly Commercial Vehicle Information Systems and Networks) Program Plan/Top Level Design (PP/TLD) Document. The preparation and delivery of the expanded ITD PP/TLD document will reflect the ITD enhancements the Division wishes to incorporate in the future plans and programs for ITD expansion. The design must also conform to the National Intelligent Transportation System (ITS) Architecture and ITD Architecture and adhere to the **Attachment A - Expanded ITD PP/TLD Template**.

### SEC. 1.02 BUDGET

Department of Transportation, MSCVC estimates a budget not too exceed \$90,000.00 for the completion of this project. Proposals priced at more than \$90,000.00 will be deemed non-responsive and rejected.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM prevailing Alaska Time on June 10, 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 provide qualified personnel to perform the work necessary to accomplish the tasks defined in the Scope of Work. The contractor must have a background in inspection weigh station operations as it relates to innovative technology deployment (ITD), formerly referred to by Federal Motor Carrier Safety Administration (FMCSA) as Commercial Vehicle Information Systems and Networks (CVISN).

#### **Minimum Prior Experience for the Offeror:**

- a) The Offeror must have a minimum of three years of experience in the past five years (2016 to 2021) and be a company engaged in the business of providing support and development for system and software development, integration and maintenance for advanced ITS , networks, Connected Vehicle research, and communications.
- b) The Offeror must have a minimum of two years of experience in the past five years (2016 to 2021) performing system integration.
- c) The Offerors must have a minimum of two years' experience in the past five years (2016 to 2021) performing jobs that are similar in size and complexity.
- d) The Offeror must have demonstrated experience working with local, state, or federal entities in the planning, development and implementation of ITS.
- e) The Offeror must provide documentation in its proposal demonstrating that the project team has successfully completed at least two FMCSA approved ITD PP/TLD Documents for other State Department of Transportation or other State agencies within the past five years (2016 to 2021).

**OFFERORS RESPONSE:** Offerors must submit a detailed written narratives that clearly defines and describes how the Offeror meets or exceeds the above minimum experience requirements. The narratives should address each of the above experience requirements individually for ease of evaluation.

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**Minimum Prior Experience for the Project Manager:**

- The offered Project Manager must have a minimum of four years of project management experience, within the last ten years (2011 to 2021), in government or the private sector;
- The offered Project Manager must have a minimum of three years of experience, within the last ten years (2011 to 2021), managing systems architecture and development projects;
- The offered Project Manager must have a minimum of two years of experience with systems analysis and design;
- The offered Project Manager must have a minimum of two years of experience with systems development and implementation; and
- The offered Project Manager must have successfully completed at least two PP/TLD documents within the past five years (2016 to 2021).

**OFFERORS RESPONSE:** Offerors must submit a detailed written narrative that clearly defines and describes how the offered Project Manager meets or exceeds the above minimum experience requirements. The narratives should address each of the above experience requirements individually for ease of evaluation.

**Minimum Prior Experience for the Technical Lead**

- The offered Technical Lead must have a minimum of four years of experience in systems development, design and programming of automated systems;
- The offered Technical Lead must have a minimum of four years of experience developing systems using a relational database;
- The offered Technical Lead must have a minimum of two years of experience developing Internet applications;
- The offered Technical Lead must have a minimum of two years of experience managing systems architecture and systems development projects; and
- The offered Technical Lead must have completed at least two projects within the past five years (2016 to 2021) that involved conducting a pilot implementation and determining the readiness of the system production.

**OFFERORS RESPONSE:** Offerors must submit a detailed written narrative that clearly defines and describes how the offered Technical Lead meets or exceeds the above minimum experience requirements. The narratives should address each of the above experience requirements individually for ease of evaluation.

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

**SEC. 1.05 REQUIRED REVIEW**

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

**SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

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

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

PROCUREMENT OFFICER      Tom Mayer  
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EMAIL                              tom.mayer@alaska.gov

## SEC. 1.07      RETURN INSTRUCTIONS

**OFFERORS RESPONSE: When 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 C, Cost proposal. Attachment C, 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 C, Cost Proposal** must be submitted on a thumb drive with the proposal.

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

<b>Submitting by US Mail:</b>	<b>Submitting by Courier Service</b>
Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer IRFP 2522H089 MSCVC Technology Deployment Plan P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer IRFP 2522H089 MSCVC Technology Deployment Plan 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 bidder's responsibility to contact the issuing agency at 907-465-8855 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

The State of Alaska provides one Informal Request for Proposal (IRFP). 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 IRFP. 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 IRFP;
- 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 IRFP 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 IRFP**

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

## SEC. 1.12 IRFP SCHEDULE

The IRFP 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 IRFP May 24, 2022
- Deadline for Receipt of Proposals June 8 2022
- Proposal Evaluation Committee complete evaluation by June 15, 2022
- State of Alaska issues Notice of Award June 16, 2022
- State of Alaska issues contract June 17, 2022

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

## SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Program Plan/Top Level Design (PP/TLD) document is used to help secure Federal High Priority Innovative Technology Deployment (HP-ITD) funding by the Federal Motor Carrier Safety Administration (FMCSA), and as outlined in the Fixing America's Surface Transportation Act 2015 (FAST Act).

MSCVC will need to submit the new expanded ITD PP/TLD Document, developed as a result of this contract, to FMCSA for their approval before expanded ITD funds can be awarded by FMCSA under the ITD Grant Program. The FMCSA will use **Attachment B – FMCSA Evaluation Form** to determine if the new ITD PP/TLD will be approved.

The approved ITD PP/TLD document is in support of the Commercial Vehicle Compliance Program, such as the Weigh-In-Motions, Oversize/Overweight Permitting Program, and the Inspection/Weigh Stations. Updates to technologies benefits both the Size and Weight and Driver/Vehicle Inspection Programs.

The existing PP/TLD for Alaska is out-of-date and was last professionally updated by a contractor more than ten years ago. To be eligible for future Federal funding in the High Priority Innovative Technology Deployment (HP-ITD) grant, the PP/TLD needs to reflect current ITD architecture, be consistent with Intelligent Transportation Systems (ITS) architecture, modernize graphics, and incorporate other ITD projects Alaska is considering further down the road.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

With the understanding the existing PP/TLD for Alaska is out-of-date and was last professionally updated by a contractor more than ten years ago. The scope of work for this project shall be to update the current PP/TLD to include the current ITD architecture, be consistent with ITS architecture, modernizing graphics, and incorporating other ITD projects that Alaska is considering in the future in order to be remain eligible for future Federal funding in the High Priority Innovative Technology Deployment (HP-ITD) grant program.

As seen in the deliverables section below, the final deliverable for this project will be an ITD PP/TLD document approved by the Federal Motor Carrier Safety Administration (FMCSA). It is critical that the ITD PP/TLD Document along with the ITD System Architecture is consistent with the goals/objectives and project priorities, and information flows incorporated in the State of Alaska Statewide ITS Architecture and Strategic Plan Update.

The PP/TLD shall support the required business processes and identify the system requirements defined by the contractor, software requirements, interface requirements, and top-level design of the system hardware, software, and networks. Typically, the PP/TLD document will include tables, diagrams, and text that identify the top-level requirements, design elements, interfaces, and computers/networks that will support ITD functions.

**Project Management** – The contractor will be responsible for overall project management for the development and creation of the ITD documents including, organizing and delivering progress meetings, management of schedule, making internal team assignments, tracking action items, scheduling project-related meetings, and responding to enquiries and comments from MSCVC Project Manager. A detailed schedule will be developed by the contractor that outlines the overall project schedule including items such key tasks, milestones, project meetings, critical path items, deliverable due dates, and will be used to ensure timely and efficient delivery of the PP/TLD.

**Data Collection and Analysis** – As part of the PP/TLD, the contractor must review available data and literature on the existing ITD and Commercial Vehicle Information Exchange Window (CVIEW) programs within Alaska, and other relevant documents.

Digital and hard copy versions of preliminary and final documents as well as any research, data or other documents collected or developed in support of the creation of this data or reports shall be provided to MSCVC at project close-out subsequent to the acceptance of ITD PP/TLD Document by the FMCSA and the Division.

### SEC. 3.02 DELIVERABLES

**Task One: Update the ITD PP/TLD Document:** The final deliverable for this project will be an ITD PP/TLD document approved by FMCSA. It is critical that the ITD PP/TLD document including the ITD System Architecture is consistent with the goals/objectives, project priorities, and information including, but not limited to the following:

- Propose timeline for the project that the MSCVC Project Manager will approve (including deliverables, status meetings, and weekly status reports);
- The allocation of new requirements to new or existing systems;
- Clear and concise definitions of existing and future system interfaces;
- The incorporation of future projects and programs for ITD expansion, (for example, i.e. Tire Anomaly System (TACS), License Plate Readers (LPRs) at various inspection/weigh station locations that are not outlined in the current PP/TLD);
- Clear and concise descriptions of the physical networks and computers that will support the systems;

- Provide details on how to use or change existing State systems to support expanded ITD concepts and scenarios;
- The final ITD PP/TLD document must include Outline Project Design Elements per the PP/TLD Evaluation Comments Document including the following:
  - Separate subsections describing each project that has been included;
  - For each subsection, the contractor must define and include a separate project diagram or table showing existing and planned interfaces (including interface types if known) with other state, national, and carrier systems;
  - Identify published standards that need to be adopted where applicable;
  - Identify applicable and existing interface control documents (ICDs);
  - Identify new ICDs to be developed;
  - Include a table listing high-level systems changes that are required, and the magnitude of these changes (small, medium or large), and if the state anticipates buying or building these changes;
  - An Executive Summary that includes a high-level description of mission and purpose, relevance to the state, roles of the state's agencies involved in the program, specific projects deployed, brief high-level budget and schedule information, high-level system design, a deployed and planned technology table and the relevance to other programs;
- Describe and define the comprehensive management and technical planning related to how the State will incrementally deploy expanded ITD capabilities and systems;
- The contractor shall work cooperatively with MSCVC staff and stakeholders to identify technologies to improve/modernize safety and operations at inspection weigh stations;
- The contractor shall provide advice to MSCVC on related technologies and practices based on the contractor's experience with other State agencies, companies, or entities;
- The contractor shall work cooperatively with MSCVC to show a plan to expand, merge, establish interfaces between, or enhance existing expanded ITD technologies that will improve the functionality of electronic screening and enhances the functionality of Alaska's State's existing, successful core ITD systems;
- The contractor shall provide consistent and effective project integration services to ensure the various elements of the project are properly coordinated both internally and externally;
- The contractor shall validate the project scope to ensure the project includes all the work required and only the work required to complete the project successfully;
- The contractor shall implement effective and easy to use time management techniques to ensure timely completion of the project. These techniques must include defining project activities, estimating the duration of each activity to enhance the development and control of the project schedule from contract award through the delivery and acceptance of the PP/TLD document;
- The contractor shall respond to and address requested changes with the stated project time frames;
- The contractor shall implement efficient and effective cost management techniques to ensure that the project is completed within the approved budget. These management techniques must include resource planning, cost estimating, cost budgeting, and cost control;
- The contractor shall, with the support of the State, seek and gain FMCSA PP/TLD approval for the State. Please see **Attachment B – FMCSA Evaluation Form** for guidance on how the PP/TLD document will be evaluated by the FMCSA for approval;

- In the event, the PP/TLD is not approved by FMCSA, the contractor shall work with MSCVC staff to make the necessary changes/updates to the document before it is resubmitted to FMCSA; and
- Approval letter for the PP/TLD is received by MSCVC from FMCSA.

Upon delivery and acceptance by the state, the FMCSA approved PP/TLD will become the property of the State of Alaska and the Division will have full control and editing rights over future updates without the assistance of the contractor.

### **SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, for approximately nine months, ending on February 28, 2023. There are no renewals available under this contract.

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

### **SEC. 3.04 CONTRACT TYPE**

This contract is a firm fixed price contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

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

### **SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & 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**

The location(s) the work is to be performed, completed and managed is the contractor's place of business.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

### **SEC. 3.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

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

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

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

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

### **SEC. 3.13 CONTRACT PERSONNEL**

Any change of the contractor's project team, or contractor resources must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

### **SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.15 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

1. Proprietary Systems of other State Contractors

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. 3.16 INDEMINIFICATION

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

### SEC. 3.17 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of

insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

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

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

### SEC. 3.18 TERMINATION FOR DEFAULT

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

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

### 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 detail and demonstrate their understanding of the requirements of the project and the project schedule.

These narrative statements should also define and describe the Offerors understanding of ITD and PP/TLD process.

### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

**OFFERORS RESPONSE:** Offerors must provide comprehensive narrative statements that set out the methodologies they intend to employ and illustrate how the methodologies will serve to accomplish the work and meet the state's goal.

This narrative should also describe and define any known risks to project success and solutions to mitigate the identified risks associated with the intended methodologies.

### 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 goal of State accepted and FMCSA approved PP/TLD document.

This narrative should describe and define how the overall project will be managed to ensure success.

This narrative should also describe and define any known risks to project success and solutions to mitigate the identified risks to associated with the management plan.

### SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

**OFFERORS RESPONSE:** In addition the requirements in Section 1.04, Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. This chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

**OFFERORS RESPONSE:** In addition to the information required in Section 1.04, and the above, Offerors must also 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: job title, resume, and work location.

#### SEC. 4.07 COST PROPOSAL

**OFFERORS RESPONSE:** Offerors must complete and submit **Attachment C – Cost Proposal Form**. Offerors must enter a Lump Sum cost to complete this project. In addition to the Lump Sum Cost offered, Offerors must also provide fully loaded hourly rates for several job classes. The offered fully loaded hourly rates must include all direct and indirect costs associated with the performance of the contract, including, payroll, supplies, overhead assigned to each person working on the project, insurance, fees, and profit.

The hourly rates offered on **Attachment C-Cost Proposal** Form shall not be evaluated. The hourly rates shall be used in the event the state requires additional work under the contract that is within the scope of work.

#### 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.

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## 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 (15%)

**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 IRFP?
- 2) How well does the methodology match and achieve the objectives set out in the IRFP?
- 3) Does the methodology interface with the time schedule in the IRFP?

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

### SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

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

**1) Questions regarding the Offeror:**

- a) To what degree does the Offeror meet or exceed the minimum requirement of three years of experience in the past five years (2016 to 2021) as a company engaged in the business of providing support and development for

system and software development, integration and maintenance for advanced ITS , networks, Connected Vehicle research, and communications?

- b) To what extent does the Offeror meet or exceed the minimum requirement of two years of experience in the past five years (2016 to 2021) performing system integration?
- c) To what degree does the Offeror meet or exceed the minimum requirement of two years' experience in the past five years (2016 to 2021) performing jobs that are similar in size and complexity?
- d) To what extent does the Offeror demonstration experience working with local, state, or federal entities in the planning, development and implementation of ITS?
- e) To what extent does the Offeror meet or exceed the requirement of successfully completing at least two FMCSA approved ITD PP/TLD Documents for other State Department of Transportation or other State agencies within the past five years (2016 to 2021)?

**2) Questions regarding the Project Manager:**

- a) To what extent does the offered Project Manager meet or exceed the minimum experience requirement of four years of project management experience, within the last ten years (2011 to 2021), in government or the private sector?
- b) To what degree does the offered Project Manager meet or exceed the minimum of three years of experience, within the last ten years (2011 to 2021), managing systems architecture and development projects?
- c) To what degree does the offered Project Manager meet or exceed the minimum of two years of experience with systems analysis and design?
- d) To what extent doe the offered Project Manager meet or exceed the minimum of two years of experience with systems development and implementation?
- e) To what degree has the Offeror demonstrated the offered Project Manager has successfully completed at least two PP/TLD documents within the past five years (2016 to 2021)?

**3) Questions regarding the Technical Lead:**

- a) To what degree does the offered Technical Lead meet or exceed the minimum of four years of experience in systems development, design and programming of automated systems?
- b) To what extent does the offered Technical Lead meet or exceed the minimum of four years of experience developing systems using a relational database?
- c) To what degree does the offered Technical Lead meet or exceed the minimum of two years of experience developing Internet applications?
- d) To what degree does the offered Technical Lead meet or exceed the minimum of two years of experience managing systems architecture and systems development projects?
- e) To what degree has the Offeror demonstrated the offered Technical Lead has successfully completed at least two projects within the past five years( 2016 to 2021) that involved conducting a pilot implementation and determining the readiness of the system production?

**SEC. 5.05 CONTRACT COST (40%)**

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

**Converting Cost to Points**

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

## **SEC. 5.06 ALASKA OFFEROR PREFERENCE**

This is federally funded and preferences do not apply.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 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. 6.02 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. 6.03 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. 6.04 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 IRFP and proposal. Discussions will be limited to specific sections of the IRFP 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. 6.05 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 IRFP, 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. 6.06 CONTRACT NEGOTIATION

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

## SEC. 6.07 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. 6.08 OFFEROR NOTIFICATION OF SELECTION**

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

## **SEC. 6.09 PROTEST**

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

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

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

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

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

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

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

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

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

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

## **SEC. 6.10 APPLICATION OF PREFERENCES**

This is federally funded and preferences do not apply.

## Sec. 6.11 ALASKA BIDDER PREFERENCE

This is federally funded and preferences do not apply.

## SEC. 6.12 ALASKA VETERAN PREFERENCE

This is federally funded and preferences do not apply.

## SEC. 6.13 ALASKA OFFEROR PREFERENCE

This is federally funded and preferences do not apply.

## SEC. 6.14 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. 6.15 EXAMPLES: CONVERTING COST TO POINTS

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

#### STEP 1

List all proposal prices.

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

Upon award, the contractor will be required to the states Standard Agreement Form for Professional Services Contracts with Appendix A. This form is **Attachment E**. 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 FEDERAL CONTRACT PROVISIONS

Required Contract Provisions for Federal-Aid Contracts, Form Federal Aid Provisions (FTA) pages 1 through 21 is attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

#### **CONTRACT FUNDING:**

The funding of the resultant contract will be provided by the U.S. Federal Transit Administration (FTA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

#### **STATEMENT OF FINANCIAL ASSISTANCE:**

Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and both the U.S. Federal Transit Administration and the Federal Motor Carrier Safety Administration.

#### **Sec. 36.30.890. Federal Assistance**

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

#### **2 AAC 12.730. Federal Assistance**

If a procurement involves the expenditure or federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890

### SEC. 7.03 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the IRFP, 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 IRFP.

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. 7.04 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 7.05 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 IRFP and will not affect the proposal evaluations.

#### **SEC. 7.06 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. 7.07 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- 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. 7.08 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. 7.09 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. 7.10 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. 7.11 DISPUTES**

A contract resulting from this IRFP 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. 7.12 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. 7.13 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 IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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. 7.14 FEDERALLY IMPOSED TARRIFFS

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

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

## SECTION 8.ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

Attachment A	ITD – PP – TLD Template
Attachment B	FMCSA Evaluation Form
Attachment C	Cost Proposal Form
Attachment D	Notice of Award
Attachment E	Standard Agreement for with Appendix A
Attachment F	Appendix B-2 Insurance Requirements
Attachment G	Federal Aid Contract Provisions (FTA)
Attachment H	Proposal Evaluation Form
Attachment I	Federal Lobbying Form FTA 25D-304
Attachment J	IRFP Proposal Checklist