

# STATE OF ALASKA REQUEST FOR PROPOSALS



## CORRECTIVE MAINTENANCE AND OPERATIONAL SUPPORT: ELECTRONIC ENVIRONMENTAL COMPLIANCE (BPM) SYSTEM RFP 2523H056

ISSUED MARCH 07, 2023

THE INFORMATION SYSTEM SERVICES GROUP IS SOLICITING PROPOSALS FROM CONSULTING FIRMS SPECIALIZED IN CORRECTIVE MAINTENANCE AND OPERATIONAL SUPPORT DELIVERING MAINTENANCE EXPERTISE TO STATE AGENCIES.

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ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC  
FACILITIES  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

HEATHER PEDERSEN  
PROCUREMENT OFFICER  
HEATHER.PEDERSEN@ALASKA.GOV  
(907) 465-8558

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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 RFP

The Administrative Services Division (ASD) is soliciting proposals for a consulting firm specialized in information system Corrective Maintenance and Operational Support (CM&OP). The firm would be responsible for CM&OP on our Electronic Environmental Compliance (BPM) system.

Corrective Maintenance consists of the action(s) taken to restore a failed system to operational status. This usually involves replacing or repairing the software component/configuration item that is responsible for the failure in the system. Corrective maintenance is performed at unpredictable intervals. The objective of corrective maintenance is to restore the system to satisfactory operation within the shortest possible time.

The objective of Operational Support is to ensure complete, continuous and successful business operations for all of the DOT&PF contracted systems. **Project management support should be a minimal portion of Operational Support since no work requests are anticipated.**

### SEC. 1.02 BUDGET

Payment for the contract is subject to funds already appropriated and identified. The contract is limited to \$75,000.00 annually.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on March 28, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must complete **Submittal Form E** and provide sufficient evidence in writing that clearly demonstrates and confirms the firm meets or exceeds the following prior experience requirements:

1. Offeror must have a minimum 3 years' experience working on large scale enterprise solutions for state agencies. The state has a strong preference towards past experience working on state government systems.
2. The Software Engineers assigned to this project must have a minimum of three years' experience performing services/projects similar to the complexity of work listed in the scope of work.

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

### SEC. 1.05 REQUIRED REVIEW

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

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

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

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

**Questions must be submitted via email by 2:00 PM on March 22, 2023.**

PROCUREMENT OFFICER: **HEATHER PEDERSEN** – PHONE **907-465-8558** - EMAIL **HEATHER.PEDERSEN@ALASKA.GOV**

**SEC. 1.07 RETURN INSTRUCTIONS**

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

Offerors **must submit an original and three copies** of their proposal, in writing, to the procurement officer in a sealed package. The **cost proposal** included with the package must be **sealed separately** from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation  
Division of Administrative Services  
Attention: Heather Pedersen  
Request for Proposal (RFP) Number: **2523H056**

RFP Title: **CORRECTIVE MAINTENANCE AND OPERATIONAL SUPPORT: ELECTRONIC ENVIRONMENTAL COMPLIANCE (BPM) SYSTEM**

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

P.O. BOX 112500  
JUNEAU, AK 99811-2500

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

3132 CHANNEL DRIVE  
JUNEAU, AK 99801-3134

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

Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

**Faxed and oral proposals will not be accepted.**

**IMPORTANT NOTE:** There is no overnight express mail or courier delivery to Juneau, Alaska. All expedited mail or courier services take at least 2 nights including vendors such as Fed Ex.

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.

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

## SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

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

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state'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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	N/A	2/23/2023
Pre-Proposal Conference	1:30 PM	3/15/2023
Deadline to Submit Questions	2:00 PM	3/22/2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	3/28/2023
Key Personnel Interviews (week of)	N/A	4/10-14/2023
Proposal Evaluations Complete	N/A	4/18/2023
Notice of Intent to Award	N/A	4/18/2023
Contract Issued	N/A	4/28/2023

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, 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. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal teleconference will be held at **1:30 PM, Alaska Time, on March 15, 2023**. The purpose of the teleconference is to provide an overview of the RFP and discuss the work to be performed. Offerors will be allowed to ask questions concerning the RFP. Simple questions may be answered during the teleconference and will still be required to submit in writing. Technical questions must be submitted in writing following the pre-proposal conference. **ALL questions asked must** be submitted in writing following the pre-proposal conference and will be addressed in the form of an amendment to ensure a complete answer is provided. Questions and answers will be viewable by all interested parties. Refer to Section 1.06 for more details.

This will be a teleconference only, and potential Offerors may participate by calling. To dial into the teleconference, please use:

### **Call in (audio only)**

(907)202-7104, Phone Conference ID: 877 353 064#

Offerors with a disability needing accommodation should contact the issuing office at (907) 465-8558 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

## SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## SEC. 1.14 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The DOT&PF Administrative Services Division (ASD) is soliciting proposals for a consulting firm specialized in information system Corrective Maintenance and Operational Support (CM&OP). The firm would be responsible for CM&OP on our Electronic Environmental Compliance (BPM) system.

BPM supports environmental document development and compliance oversight for all National Environmental Policy Act (NEPA) approvals, environmental permits, conditions and commitments for federally funded DOT&PF constructed projects, from pre-construction through construction completion, as required by federal and state laws and regulations. This software solution supports environmental document development, approval permitting, inspection and reporting compliance workflows for DOT&PF preconstruction and construction staff and contract partners. The BPM software is the critical link between initiation of a project and gaining access to federal funding for construction. The current software is fully functioning for NEPA compliance but requires modification for annual and semiannual reporting of NEPA approvals to Federal Highway Administration. The system is also being adapted to include compliance with Section 106 of the National Historic Preservation Act. This component has not been out into production at this time and still requires similar reporting requirements as NEPA.

*See Submittal Form F for technology details.*



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

The Administrative Services Division (ASD) is soliciting proposals for a consulting firm specialized in information system Corrective Maintenance and Operational Support (CM&OP). The firm would be responsible for CM&OP on our Electronic Environmental Compliance (BPM) system.

Corrective Maintenance consists of the action(s) taken to restore a failed system to operational status. This usually involves replacing or repairing the software component/configuration item that is responsible for the failure in the system. Corrective maintenance is performed at unpredictable intervals. The objective of corrective maintenance is to restore the system to satisfactory operation within the shortest possible time.

The objective of Operational Support is to ensure complete, continuous, and successful business operations for systems under contract. Project management support should be a minimal portion of Operational Support since no work requests are anticipated.

### SEC. 3.01 SCOPE OF WORK

The consulting firm (Firm) will provide the following services as part of the Scope of Work (SOW) defined herein. Within this SOW, Client is defined as the business unit or DOT&PF division that owns the system under contract. Systems covered in this statement of work include our Electronic Environmental Compliance (BPM) system.

#### (a) CORRECTIVE MAINTENANCE

Corrective Maintenance consists of the action(s) taken to restore a failed system to operational status. This usually involves replacing or repairing the software component/configuration item that is responsible for the failure in the system. Corrective maintenance is performed at unpredictable intervals. The objective of corrective maintenance is to restore the system to satisfactory operation within the shortest possible time.

Steady-State Corrective Maintenance and Operational Support means maintenance and operation at current capability and performance levels including costs for personnel, corrective software maintenance, operational support of existing information systems, configuration, data communications maintenance, and replacement of faulty hardware. Anticipated hardware costs should not be included in responses.

**1.1** The Firm will perform Corrective Maintenance actions that encompass modifications to fix “unknown” application problems caused by design, logic, coding, development, and/or infrastructure errors. Unknown errors are unrelated to known deficiencies in a version release.<sup>1</sup> This type of maintenance will be triggered by an explicit trouble ticket, problem report, or trouble call and involves errors that must be investigated immediately as indicated in Item-(b), Operational Support. The Firm will perform all project phases and activities required to build, test and deploy all Corrective Maintenance changes as necessary to fix the application problems.

**1.2** Code changes or other fixes conducted under a Corrective Maintenance work request are of the nature that require an application configuration change to implement into Production (i.e., cannot be accomplished via data correction scripts).

**1.3** Corrective Maintenance is also undertaken to ensure continuing operations for software platform/infrastructure changes (e.g., operating system upgrades or strategy upgrades) when the impacted

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<sup>1</sup> NOTE: Software is never bug free and is often released with known and acceptable bugs or deficiencies (version deficiencies) that are remedied in the next version of the software. Corrective Maintenance does not remedy version deficiencies. Version upgrades/improvements are handled under Contract Services or New Development.

business application/system would otherwise not work as a direct result of that version/platform/infrastructure change. For instance, if the DOT&PF Administrative Services Division (ASD) determines all systems must upgrade from one configuration item version to another or platform, and that change requires code changes that cannot be implemented without application configuration changes, then the work is categorized as Corrective Maintenance. However, version/platform/infrastructure changes that can be accommodated without an application configuration change are considered Operational Support.

## **(b) OPERATIONAL SUPPORT**

Consistent with ASD goals as well as planning and budget processes, the objective of Operational Support is to ensure complete, continuous and successful business operations for contracted systems. Project management support should be a minimal portion of Operational Support since no work requests are anticipated.

**2.1** The Client shall create an Operational Verification Checklist for elements within each system that will be verified to ensure normal business operations and submit the checklist to the ISS project manager for revision or updates on a quarterly basis.

**2.2** The Firm shall use the Operational Verification Checklist to conduct checks on all systems covered by the SOW to verify that they are operational. Send a status report to the Client on designated days to identify each failure/issue and escalate as needed. Identify items in which the performance was outside the threshold for acceptable performance.

**2.3** The Firm shall submit and revise on a quarterly basis operational performance measures for business application system processes that include minimum and maximum thresholds as well as average or normal operational thresholds.

**2.4** The Client shall have access to and monitor the queues in a standard ticket tracking system used by DOT&PF related to the systems covered in this SOW.

**2.5** The Firm shall monitor system interfaces and automated data transfers on a designated schedule to ensure that transactions are occurring as designed. If interface processes and/or automated data transfers fail, the Firm shall be responsible for contacting appropriate resources to troubleshoot and resolve interface issues.

**2.6** The Firm shall provide “Tier 2” technical support to the Tier 1 support (business unit/Client). The Firm shall employ no less than 2 individuals at all times that are cross trained in the applicable systems. The Firm shall use a ticket tracking system (See 2.4 and 2.20) to intake, log, and track all Tier 2 tickets through resolution. The Firm shall log tickets within 3 hours during normal business hours (8 AM to 5 PM Alaska Time, Monday through Friday, except State of Alaska holidays). The Firm shall respond to ticket requests which can include, but are not limited to, technical issues, system access problems and application questions, error messages, permissions, performance issues, batch processes, etc.

**2.7** The Firm shall analyze and diagnose Tier 2 tickets, identify problematic components, re-create the problem, perform a root cause analysis, and provide a description of the problem. The Firm shall provide an initial analysis of all Tier 2 tickets within one business day. The Firm shall recommend a strategy or strategies to Client that will fix or address the problem.

**2.8** The Firm shall implement the Client-approved strategy to fix or address the problem provided the work is within the scope of Operational Support. If the problem requires configuration changes, the ticket shall be categorized in the ticket tracking system as Corrective Maintenance.

**2.9** The Firm shall send information concerning the cause of the problem to the organization resource best equipped to address the problem, for example, the ISS Systems Group for hardware/network issues.

**2.10** The Firm shall perform manual transactions in the event of an internal software issue, data correction, or the failure of an internal batch process, such as data correction scripts, to ensure the continuity of business operations. Upon approval, the Firm will follow Client approved procedures to have the data correction scripts executed in production. This also includes configuration changes, or other pushes that can be implemented to production without code changes.

**2.11** The Firm shall act as liaison with ISS Systems Group for troubleshooting system problems. The Firm will include Client in the resolution of the problem and notify the program area representative after resolution. Problem resolution may require a coordinated effort with one or more other groups to resolve.

**2.12** The Firm shall ensure continuous, successful business operations/interfaces between the systems of this portfolio and all relevant DOT&PF systems.

**2.13** The Firm shall write and test data correction scripts to make data corrections in response to input from ISS. Upon ISS approval, the Firm shall follow ISS procedures to have the scripts executed in production. The Firm shall use proactive quality control processes (e.g., software application and web-based service interface and testing) to ensure data correction scripts are accurate and do not cause unintended consequences. The Firm shall log all data correction scripts to ensure adequate audit trail should the system be audited.

**2.14** The Firm shall write and execute queries against databases to check for data inconsistencies. The Firm shall propose application code changes and/or database changes that could be implemented in a Corrective Maintenance work request to prevent future inconsistencies from occurring and reduce the overall number of data correction scripts required in the future.

**2.15** The Firm may load data tables that are provided by the business unit/Client for loading in a predefined format on a predefined basis. The Firm must verify that these tables are correct (e.g., no duplicates, no incomplete records, etc.).

**2.16** The Firm will participate in meetings pertinent to the contract that discuss the operations/supporting infrastructure of the systems of this portfolio including conference calls, Integrated Project Team (IPT) meetings, etc.

**2.17** The Firm shall ensure that all existing application software is fully functional and operational. The Firm shall start (bring up) and stop (shut down) various on-line systems when necessary for all environments, as required. As required, the Firm shall update the Operations and Maintenance Manual which provides detailed technical instructions to the infrastructure, how to start and stop systems and services, how overnight transactional processes operate, and other essential information on basic system technical configuration.

**2.18** The Firm may participate in testing the systems' Contingency Plans and/or participating in Disaster Recovery Drills, which ensure the ability to operate and maintain systems and business operations in the event of an attack, natural disaster, or other significant disruption. Typically, Contingency Plan tests/Disaster Recovery Drills occur once per year per system. In the event of a COOP declaration, ISS shall execute the Contingency Plan per the direction of the division.

**2.19** The Firm shall conduct analysis and testing of the impact of agency-wide datacenter infrastructure or software upgrades on the systems of this portfolio and support the infrastructure provider during the upgrades. The Firm shall coordinate with the ISS Software Engineering Group, ISS Systems Group, the ISS infrastructure

contractors, and/or OIT staff during testing and implementation. Examples may include software patches/upgrades, operating system patches/upgrades, core database version upgrades, or other infrastructure maintenance impacting the systems within scope of this **task** order. If the upgrade will require application system modification to implement, the effort must be addressed via Corrective Maintenance.

**2.20** ISS shall maintain a web-based, searchable ticket tracking system that categorizes all system issues by multiple attributes. ISS will enable the Firm, select divisions and ISS staff to access this system to assess the overall status of each system/project, to assess each documented issue, and to prioritize issues for fixing.

**2.21** The Firm shall provide support for ad-hoc reports including determining report needs and system capabilities; defining report requirements and format; generating and providing the report; and providing support for the business unit, which allows users to download raw data for off-line analysis or ad-hoc reporting.

**2.22** ISS will maintain a shared, web-based document repository (e.g., Confluence site) for posting and sharing of documents such as approved work requests, prototyped screens, PPM documents, etc., for simplified collaboration with division and between ISS staff and the Firm.

**2.23** The Firm shall meet with Client quarterly to present a system status report and monitor gaps in Client and ISS service delivery. Gaps will be assessed with the ISS Project Manager and Client. ISS Project Manager will develop an IT plan and budget request to be put forward to the ASD for the budget cycle and outyear fiscal planning each year.

### **(c) SKILLS AND ABILITIES**

In order to provide corrective maintenance and operational support on the contracted systems, the vendor will need to demonstrate at least three years of experience in the technologies listed in Submittal Form F.

## **SEC. 3.02 CONTRACT TYPE**

This contract is a Time & Materials, compensated by a fixed hourly rate.

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

The length of the contract will be from the date of award, approximately April 28, 2023, through March 31, 2024, or until contract funds are depleted, with four (4) one-year optional renewals to be exercised at the sole discretion of the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide 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 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. The state assigned project manager will provide an export of logged hours from the ticket tracking system (See 2.4 and 2.20) to the contractor on a predetermined day each month. Each billing must consist of an invoice and the export. The export must include the status of each deliverable to include a narrative summary percentage completion. This will be entered into the ticket tracking system by the contractor as work is completed. No payment will be made until the export and invoice has been approved by the state assigned project manager.

### SEC. 3.05 COMPENSATION

The contractor shall be compensated under the following:

**Direct Costs:** The hourly rates per job class 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. Software Engineers
2. Contract/Project Manager

### 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.

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

### SEC. 3.08 LOCATION OF WORK

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

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 project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

**SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

**SEC. 3.15 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. 3.16 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. 3.17 INDEMNIFICATION**

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

### **SEC. 3.18 INSURANCE REQUIREMENTS**

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

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

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

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

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

### SEC. 3.19 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 7. ATTACHMENTS**.



## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive and rejected.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>5</b>
<b>Submittal Form D – Key Personnel</b>	<b>5</b>
Submittal Form E – Prior Experience	
Submittal Form F – NEPABPM Configuration Items	
Submittal Form G – Cost Proposal	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;

- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on 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 as specified in the Scope of Work.

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 along with their titles and location(s) where work will be performed.

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

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the engagement.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

**SEC. 4.06 KEY PERSONNEL (SUBMITTAL FORM D)**

Offerors must provide resumes and two (2) references for the following key personnel to be assigned to the project:

- Software Engineers
- Contract/Project Manager

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

**SEC. 4.07 NEPABPM CONFIGURATION ITEMS (SUBMITTAL FORM F)**

Offerors must complete this Microsoft Excel spreadsheet (submittal form) that contains multiple tabs as seen below.

Tab 1: Instructions

Tab 2: UCM NEPABPM Application

Each tab contains the technologies/configuration items that comprise a portion of the NEPABPM applications. The technologies seen in Submittal Form F document the required knowledge, skills and abilities required to perform corrective maintenance and operational support for this engagement.

To be considered responsive, offerors must complete and submit Submittal Form F, NEPABPM Configuration Items. Instructions are included on Tab 1 of the attachment.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

**SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM G)**

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the Submittal Forms B, C, D, and F based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores for Submittal Forms B, C, D, and F.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer may shortlist the proposals, and the State will conduct interviews with the top rated offerors as set out in Section 5.16.
- 8) The PEC will evaluate and score the interviews and Submittal Form F and submit their scores to the procurement officer.
- 9) The PEC will have a meeting, chaired by the procurement officer, where the PEC will have a group discussion prior to finalizing interview scores.
- 10) The procurement officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 11) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 12) The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria		Weight
Responsiveness		Pass/Fail

  

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	100
Understanding of the Project	(Submittal Form C)	150

Key Personnel	(Submittal Form D/Interview)	50/50
NEPABPM Configuration Items	(Submittal Form F)	150
Total		500

Cost Criteria	Weight	
Cost Proposal	(Submittal Form G) 400	
Total		400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

**TOTAL EVALUATION POINTS AVAILABLE: 1000****SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

**Example (Max Points for the Section = 100):**

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (50)  
Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (100)  
Highest Total Score Possible (40)

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

### **1) Questions regarding the personnel:**

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

### **2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar engagements?
- b) How successful is the general history of the firm regarding timely and successful completion of corrective maintenance and operational support tasks (See Scope of Work)?
- c) Has the firm provided letters of reference from previous clients?

## SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the engagement?
- 2) How well has the offeror identified pertinent issues and potential problems related to the engagement?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables and scope of work the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's success measures (See Scope of Work) and can meet it?

**SEC. 5.06 KEY PERSONNEL & INTERVIEW**

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) Do the individuals assigned to the project have experience providing similar services?
- 2) Have two complete and applicable references been provided for each key role?
- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the engagement requires?
- 4) How extensive is the applicable education and experience of the personnel designated to work on the corrective maintenance and operational support engagement?

The Key Personnel interview will be evaluated on how well the interview reflects their experience, knowledge and understanding of the scope of work, obstacles and challenges, and their plan and approach. (See RFP section 5.15).

**SEC. 5.07 NEPABPM CONFIGURATION ITEMS**

This portion of the offeror’s proposal will be evaluated against the following questions:

- 1) How well has the offeror demonstrated a thorough understanding of the technologies in Attachment F?
- 2) How well has the offeror identified pertinent issues and potential problems related to the technologies in Attachment F?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables and scope of work in relationship to the technologies in Attachment F?
- 4) Has the offeror substantiated their knowledge, skills and abilities of the technologies through their answers to the questions in Attachment F?

**SEC. 5.08 CONTRACT COST (COST PROPOSAL)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

**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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 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, 400 points.

**Offeror #2 receives 374.3 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$

**Offeror #3 receives 336.8 points.**

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{336.8}$

## SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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 following website:

<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. 5.10 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**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. 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. 5.11 ALASKA VETERAN PREFERENCE**

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

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

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

**Alaska Veteran Preference Certification**

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

**SEC. 5.12 ALASKA OFFEROR PREFERENCE**

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

**Example:****Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

**Step 2**

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

**SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION**

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

**SEC. 5.14 SHORTLISTING**

After proposals have been prioritized, the State may shortlist and interview the top highest-ranking offerors. The State may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

**SEC. 5.15 INTERVIEWS OF KEY PERSONNEL**

The shortlisted offeror(s) based on the RFP proposal evaluation (See Section 5.02) will be invited to participate in individual interviews.

Offerors must be available for interviews and system demonstration on dates listed in Section 1.11, RFP Schedule.

As part of this portion of the process, the State will conduct videoconference interviews with the key personnel from each of the shortlisted offerors, as identified below (the State reserves the right to request additional personnel):

- 1) SOFTWARE ENGINEER(S)**
- 2) CONTRACT/PROJECT MANAGER**

The individuals that will be interviewed must be the same individuals that are identified in Submittal Form D of the offeror's proposal. No other individuals (from the offeror's organization) will be allowed to sit in or participate during the interview session. Failure of any individual to attend the interview will reduce the offeror's score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 60 minutes. Interviewees may not use notes, presentation materials, or handouts. The State will interview individuals as a team. Interviewees will be prohibited from making any reference to their proposed cost/fees. Interviewees will be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The State may request additional information prior to interviews. The PEC will score each interview individually and may have a group discussion prior to finalizing scores.

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing** 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## SEC. 6.04 QUALIFIED OFFERORS

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

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

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

## SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

## SEC. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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. 6.11 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. 6.12 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. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.15 SOLICITATION ADVERTISING

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

## SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 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. They may be held in the Commissioners conference room on the third floor of the DOT&PF Headquarters building in Juneau, Alaska.

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

## SEC. 6.20 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. 6.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SEC. 6.22 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."

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form/Appendices A and B
- 3) Notice of Intent to Award

**Attached Separately from RFP:**

- 4) Submittal Forms A through E
- 5) NEPABPM Configuration Items Submittal Form F
- 6) Submittal Form G Cost Schedule

**ATTACHMENT #1: PROPOSAL EVALUATION FORM**

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_  
Date of Review: \_\_\_\_\_  
RFP Number: 2523H056

**EVALUATION CRITERIA AND SCORING**

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

**5.04 Experience and Qualifications —100 Points**

Proposals will be evaluated against the questions set out below:

**1) Questions regarding the personnel:**

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar engagements?
- b) How successful is the general history of the firm regarding timely and successful completion of corrective maintenance and operational support tasks (See Scope of Work)?
- c) Has the firm provided letters of reference from previous clients?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_ (1 – 5 – 10)

**5.05 Understanding of the Project—150 Points****Proposals will be evaluated against the questions set out below:**

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4) Has the offeror demonstrated an understanding of the state's success measures (See Scope of Work) and can meet it?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.05: \_\_\_\_\_ (1 – 5 – 10)****5.06 Key Personnel—50 Points****Proposals will be evaluated against the questions set out below:**

- 1) Do the individuals assigned to the project have experience providing similar services?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) Have two complete and applicable references been provided for each key role?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the engagement requires?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4) How extensive is the applicable education and experience of the personnel designated to work on the Corrective Maintenance and Operational Support engagement?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.06:** \_\_\_\_\_ (1 – 5 – 10)

**After proposals have been prioritized, the State may shortlist and interview the top highest-ranking offerors. The State may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.**

#### **INTERVIEW KEY PERSONNEL--50**

The Key Personnel interview will be evaluated on how well the interview reflects their experience, knowledge and understanding of the scope of work, obstacles and challenges, and their plan and approach. (See RFP section 5.14).

NOTES:

**EVALUATOR'S POINT TOTAL FOR INTERVIEWS WITH KEY PERSONNEL:** \_\_\_\_\_ (1 – 5 – 10)

#### **5.07 UCM Technical Elements - 150 Points**

- 1) How well has the offeror demonstrated a thorough understanding of the technologies in Attachment F?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) How well has the offeror identified pertinent issues and potential problems related to the technologies in Attachment F?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3) To what degree has the offeror demonstrated an understanding of the deliverables and scope of work in relationship to the technologies in Attachment F?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4) Has the offeror substantiated their knowledge, skills and abilities of the technologies through their answers to the questions in Attachment F?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS ABOVE:** \_\_\_\_\_

**5.08 Contract Cost — 400 Points**

**Maximum Point Value for this Section — 400 Points**

Overall, a minimum of **40** percent 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 5.10**.

**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 5.09**.

**5.12 Alaska Offeror Preference**

**Point Value for this Section — 100 Points**

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

## ATTACHMENT #2: STANDARD AGREEMENT FORM & APPENDICES A & B

### STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of		Division	
9. Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

**NOTICE:** This contract has no effect until signed by the head of contracting agency or designee.

## **APPENDIX A GENERAL PROVISIONS**

### **Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

### **Article 2. Inspections and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **Article 3. Disputes.**

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

### **Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.



**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

## **APPENDIX B INDEMNITY AND INSURANCE**

### **Article 1. Indemnification**

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

### **Article 2. Insurance**

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

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

## ATTACHMENT #3: NOTICE OF AWARD

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

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:** 2523H056

**RFP OPENING DATE:**

**RFP SUBJECT:** Corrective Maintenance & Operational Support: Electronic Environmental Compliance (BPM) System

**PROCUREMENT OFFICER:** Heather Pedersen

**SIGNATURE:** \_\_\_\_\_

This is notice of the State's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

(REV 05/08/90)

Offerors	Responsive	Total Score	Most Advantageous

**LEGEND:** @ -- MOST ADVANTAGEOUS  
Y -- RESPONSIVE PROPOSAL  
N -- NON-RESPONSIVE PROPOSAL

### SUMMARY