

STATE OF ALASKA REQUEST FOR PROPOSALS



ADVANCED AIR MOBILITY

RFP NUMBER: 2523H072

ISSUED: APRIL, 18, 2023

The State of Alaska and its aviation partners are seeking entities capable of planning, researching, developing, and deploying coordinated NextGen technologies to accelerate the development and deployment of new and novel solutions to address the numerous aviation safety issues identified by the National Transportation Safety Board's analysis of Alaska's airspace.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF STATEWIDE AVIATION

PRIMARY CONTACT:

TOM MAYER
PROCUREMENT OFFICER
tom.mayer@alaska.gov
(907) 465-8855

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 INTRODUCTION AND PURPOSE OF THE RFP

The Department of Transportation and Public Facilities, Division of Statewide Aviation, is soliciting proposals from experienced and qualified entities for the purpose of working closely with aviation partners to plan, research, develop, and deploy coordinated NextGen technologies to accelerate the development and deployment of new and novel solutions to multiple aviation safety issues identified by the National Transportation Safety Board's analysis of Alaska's airspace.

On March 1, 2022, the National Transportation Safety Board (NTSB) issued **Attachment M – 2020, the NTSB Alaska Safety Report** that identified and outlined significant safety concerns in Alaska, including, but not limited to, lack of adequate weather observing stations, webcam services, ADS-B services, GPS resiliency, aeronautical charting, and communications. The report was the result of an NTSB analysis of Alaska's midair collision rate. As of the date of the study, midair collisions in Alaska airspace represented 44% of the nation's total, the highest rate in the nation.

Through this project, the State of Alaska will specifically address the aviation concerns identified in the Federal Aviation Administration Alaska Aviation Safety Initiative reports (FAASI) (**Attachments K and L**) released in response to the NTSB report.

Sec. 1.02 EXECUTIVE SUMMARY

The State of Alaska, hereafter referred to as the owner, state, client or buyer, issues this Request for Proposal (RFP) to obtain proposals from vendors for the Advanced Air Mobility project. The scope of work for this project may be found in Section Two of this Request for Proposal (RFP) with the goal of securing the best value for the client.

Sec. 1.03 EXPECTATION OF OFFEROR CONDUCT DURING PROCUREMENT

To ensure the procurement process is fair and well managed, Offerors are held to an expectation of conduct as defined in this document. Behavior or interactions with the client staff will be of a professional manner; for the purposes of this RFP, interactions with the client staff not associated with this RFP are prohibited. Offerors shall follow the proposal instructions as specifically stated in this RFP unless the client's Procurement Specialist, DOT&PF Statewide Contracting section has instructed in writing otherwise. Offerors shall disclose fully all products or services being proposed or implemented with the client.

All participating Offerors and their partners associated with this RFP shall follow these expectations. The client reserves the right to disqualify an Offeror for non-compliance of these expectations.

Sec. 1.04 GENERAL CONTACT INFORMATION

The client, as the issuing office, is the sole point of contact throughout this solicitation process. The client's Procurement Specialist for this RFP is:

Contact: Tom Mayer, Procurement Officer
Client Name: State of Alaska
Phone: 907-465-8855
Email: tom.mayer@alaska.gov

Sec. 1.05 BUDGET

While the Department of Transportation and Public Facilities, Division of Statewide Aviation has not determined the total budget for this project, funding for the initial stage of the project is appropriated and identified. Approval or continuation of the contract resulting from this RFP is contingent upon further state or federal legislative appropriations.

Over the full term of the contract (five years), the state anticipates spending no less than \$10M and no more than \$300M.

Over the term of the contract, it is anticipated that additional funding will be identified and added to the contract via an anticipated amendment issued by the procurement officer of record upon the execution of a Task Order as described in **Section 3.05**.

Sec. 1.06 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on May 26, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

Sec. 1.07 PRIOR EXPERIENCE

OFFERORS RESPONSE: While no minimum level of prior experience is required, the expertise information provided in **Attachment E1 - Scope/Level of Expertise Plan** will be evaluated to ensure Offerors have sufficient experience and expertise with complex aviation related projects.

Sec. 1.08 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. 1.09 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Questions may be submitted to the email address provided below. All questions must be in writing and directed to the Procurement Officer. The interested party must confirm telephone conversations in writing.

Questions submitted by the deadline will be consolidated and answered via an amendment to the RFP. The client shall not be responsible for, and will not respond to late questions.

The deadline for questions is: 5:00PM prevailing Alaska time on May 12, 2023.

Procurement Officer: Tom Mayer
Email Address: tom.mayer@alaska.gov
Phone: 907-465-8855

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.

Sec. 1.10 RETURN INSTRUCTIONS

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

- Attachment C:** RFP Cover Page, Declaration and Checklist
- Attachment D:** Key Personnel Proposal Form
- Attachment E:** Project Capability (PC) Submittal (SC/LE, VA) Checklist and Format
- Attachment E1:** Scope/Level of Expertise Plan (SC/LE)
- Attachment E2:** Value Added Plan (VA)
- Attachment E3:** Milestone Schedule (MS)
- Attachment F:** Reference List
- Attachment G:** Cost Proposal Form

An electronic copy of each attachment must also be submitted on a thumb drive with the proposal. The Cost Proposal must be sealed in a separate envelope from the rest of the proposal.

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

Submitting by US Mail:	Submitting by Courier Service
Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2523H072 Advanced Air Mobility P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2523H072 Advanced Air Mobility 3132 Channel Drive, Suite 350 Juneau, AK 99801

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

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

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

An Offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Sec. 1.11 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

OFFERORS RESPONSE: Offerors must submit with their proposal the information required under Section 1.11 (a-e). Each item should be addressed individually for ease of evaluation.

Sec. 1.12 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. 1.13 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. 1.14 AMENDMENTS TO THE RFP

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

Sec. 1.15 RFP PROJECT PROCUREMENT SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP (Minimum 21-days) April 18, 2023
- Pre-proposal conference and Best Value Process Orientation May 3, 2023
- Deadline for Questions May 12, 2023
- Deadline for Receipt of Proposals May 26, 2023
- Interviews May 31, 2023
- Proposal Evaluation Committee complete the evaluation June 2, 2023
- Identification of Potential Best-Value Respondent June 9, 2023
- Clarification Kick Off Meeting June 27, 2023
- Final Clarification Meeting July 7, 2023
- State of Alaska issues Notice of Intent to Award a Contract July 7, 2023
- State of Alaska issues contract July 18, 2023
- Contract start July 19, 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 and Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

Sec. 1.16 PRE-PROPOSAL CONFERENCE

A pre-proposal video conference will be held at 9:00AM prevailing Alaska Time, on May 3, 2023. The video conference will be held in the Microsoft Teams Environment.

Interested parties may participate on the phone by dialing into the following:

Phone Number: 1-907-202-7104 **Access Code:** 136-627-77#

To participate in the video conference, please email the Procurement Officer of Record no later than May 1, 2023. Upon receipt of the email, a calendar invite will be forwarded to the requestor with the link to the video conference.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

Sec. 1.17 BEST VALUE APPROACH ORIENTATION

This procurement is utilizing a Best Value Approach (BVA) proposal. Training to understand and properly apply the BVA method will be presented in the Pre-Proposal Conference as specified in Section 1.15 - RFP Project Procurement Schedule.

During the Pre-Proposal conference, the project team will present **Attachment H - Best Value Education PowerPoint Presentation**. **Attachment H**, will not be issued until the day of the presentation and will be presentation will be sent to all registered vendors. **Attachment H** will be incorporated into this RFP via amendment at the end of the meeting. If there are any questions, please contact the DOT&PF Procurement Specialist as noted on the front page.

The client reserves the right to reject any or all proposal submittals and is under no obligation to award any business to any vendor as a result of the BVA RFP process.

While participation in this orientation session is not mandatory, it is highly recommended and will ensure Offerors understand the proper way to construct the proposal for submission.

Sec. 1.18 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

Sec. 1.19 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

Alaska faces unique challenges in meeting national aeronautical standards due to its vastness, limited transportation infrastructure, varied landscape, and high installation costs. As a result, the necessary infrastructure to ensure seamless flight services and support airspace safety has not been fully realized. This project aims to leverage NextGen infrastructure to provide real-time weather information and connectivity, modernizing Alaska's airspace and significantly enhancing safety and management.

With a limited road network, many of Alaska's disadvantaged, Native populations rely entirely on air services for transportation of goods and access to quality healthcare. Improving aviation safety and reliability will profoundly impact these communities and promote transportation equity.

Historically, Alaska has relied on its natural resources to improve residents' lives. Its expansive airspace, mostly over land or water, presents an opportunity to safely test NextGen technologies, drone air cargo operations, and new aviation safety procedures. By working with the State of Alaska as a single entity, developing this airspace will create new, sustainable economic opportunities, improve residents' lives, and bolster national air safety. In alignment with the evolving State of Alaska Long Range Transportation Plan (LRTP) and the FAA Alaska Aviation Safety Initiative (FAASI), the DOT&PF seeks to further develop the state's infrastructure, policies, and processes to support both the short-term and long-term needs of Alaska's residents and economic growth.

Please see the following information for additional background related to this project.

Attachment K:	2022 Federal Aviation Administration Alaska Aviation Safety Initiative (FAASI) Roadmap
Attachment L:	2023 Federal Aviation Administration Alaska Aviation Safety Initiative (FAASI) Roadmap
Attachment M:	2020 National Transportation Safety Board (NTSB) Report
Attachment N:	2017 RTCA, Inc. Performance Based Navigation (PBN) Report
Attachment O:	DOT&PF Airports GIS Map by Region
Attachment Q:	Alaska Long Range Transportation Plan

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

Sec. 3.01 CLIENT REQUIREMENT

The client is seeking to identify and utilize an expert technical vendor with new and novel ideas for airspace management, surveillance, communication and ground-based sensors based on navigation architecture with the Global Navigation Satellite System (GNSS).

The project will lead to the construction (all construction projects shall be procured individually and will not be the result of this RFP) of infrastructure that is vital to the deployment of essential air services for both civil and military use across Alaska. The new system will accommodate both crewed and un-crewed aircraft while casting aside the current outdated hardware that is no longer compatible with the advancing technology.

The expert vendor will identify performance goals, create, and manage a strategic plan, have research capability, and manage the implementation and integration of the deployed systems. The expert vendor will also assist in the planning, designing, and transitioning and implementation of the new technology.

Sec. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for a total of five years. There are no renewals available under the contract.

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

Sec. 3.03 DELIVERABLES

As experts in the delivery of projects related to aviation, Offerors must propose modern, innovative solutions to the challenges faced by the state. These unique and innovative solutions should move the state forward in regards to aviation performance, strategic management, research and systems analysis, solution implementation in comparable environments, as well as monitoring, reporting, and programmatic sustainability.

Among deliverables required during the initial stage of the project are the following:

Task One:

- Collaborate with the Department of Transportation and Public Facilities (DOT&PF) and the State of Alaska to develop specific and measurable performance targets, focusing on key indicators such as efficiency, safety, and sustainability within the aviation industry.
- Initiate comprehensive research and analysis for the strategic management process, identifying current trends, best practices, and potential areas for improvement in Alaska's aviation sector.

Task Two:

- Further the research and analysis for the strategic management process, incorporating data collection, stakeholder feedback, and a thorough assessment of existing aviation systems in Alaska.

- Commence work on the solution implementation phase by identifying system requirements, necessary resources, and a detailed plan for deployment, ensuring compatibility with Alaska's aviation infrastructure.

Task Three:

- Finalize performance targets, incorporating feedback and adjustments, and present them to DOT&PF and the State of Alaska for review and approval.
- Proceed with solution implementation, including procurement, installation, and configuration of systems and software tailored to Alaska's aviation needs.

Task Four:

- Begin an in-depth evaluation of Alaska's existing aviation infrastructure and operational assets, such as airports, air traffic control systems, and aircraft fleets, identifying strengths and weaknesses within the strategic management process.
- Progress with solution implementation by conducting system testing, training staff, and ensuring seamless integration with existing processes and infrastructure.

Task Five:

- Continue the evaluation of Alaska's existing aviation infrastructure and operational assets, identifying opportunities for improvement and potential challenges.
- Initiate work on a comprehensive sustainment plan, outlining the resources, personnel, and funding needed for ongoing maintenance, support, and future upgrades of the implemented systems.

Task Six:

- Finalize the evaluation of Alaska's existing infrastructure and operational assets, providing a complete overview of the current state of aviation in Alaska.
- Advance work on the sustainment plan, including the development of monitoring and evaluation processes to track the performance of the implemented solutions and ensure continuous improvement.

Task Seven:

- Present the strategic management process, solution implementation plan, and sustainment plan to DOT&PF and the State of Alaska for review, incorporating any required revisions.
- Launch monitoring and reporting on critical performance requirements during the implementation phase, providing regular updates on progress and adjusting strategies as needed.

Task Eight:

- Initiate sustainment activities, including operation, maintenance, and support of deployed systems and services, ensuring their ongoing effectiveness and efficiency.
- Maintain monitoring and reporting on critical performance requirements, identifying any deviations from targets and taking corrective actions when necessary.

Future:

- The offeror will continue to oversee the sustainment of the deployed systems and services, ensuring optimal performance and alignment with the evolving needs of Alaska's aviation

sector. Regular monitoring and reporting will be conducted, and any necessary corrective actions will be implemented to maintain the highest standards of performance and safety.

Sec. 3.04 CONTRACT TYPE

This is Indefinite Delivery Indefinite Quantity Contract (IDIQ). The initial contract amount shall be determined during the Clarification Period as described in **Attachment I – Clarification Guide**.

It is the clients' intention to use the IDIQ contract methodology to help streamline the contracting process and speed service delivery for this critical project. An IDIQ contract is being utilized for this procurement as the client can't determine, above the minimum amount identified in **Section 1.05**, the precise quantities of services the client will require during the contract period. Please see **Section 3.05** for information related to how the contract shall operate following award.

Sec. 3.05 CONTRACT OPERATION

Upon award, the documents produced during the clarification stage as described in **Attachment I – Clarification Phase Guide** shall be incorporated into the contract

This shall include the deliverables as described in **Section 3.03**. After completion of the initial deliverables, the state will determine the next step forward in the project.

Upon determining the next steps, State Project Manager will provide the number one ranked contractor a written description of the additional work required in the form of a draft Task Order (TO) and request the number the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

If the number one ranked contractor is not available to complete the task, the draft TO shall be provided the second ranked contractor. This process shall continue until one of the contractors is available to complete the task. If none of the contractors are able to complete the task, the state reserves the right to competitively procure the services required to complete the task.

Upon agreement, the TO shall be executed by all parties and the DOT&PF Procurement Officer of Record shall issue an anticipated amendment in accordance with **Section 3.21** to formally incorporate the funding and the executed TO into the contract.

The form and format of the TO shall be determined cooperatively by the State Project Manager and the Contractor. The format may be modified as needed during the full term of the contract.

Sec. 3.06 PROPOSED PAYMENT PROCEDURES

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

Sec. 3.07 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. 3.08 CONTRACT PAYMENT

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

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

Sec. 3.09 CONTRACT PRICE ADJUSTMENTS

The offered contract Overhead Rate will remain firm through October 31, 2025.

The contractor may request an Overhead Rate adjustment, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request an Overhead Rate adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Overhead Rate adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The Overhead Rate adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (July through December 2023); and each (July through December six-month average) thereafter. The percentage difference between those two CPI issues will be the Overhead Rate adjustment. No retroactive contract price adjustments will be allowed.

All Overhead Rate adjustments must be approved by the procurement officer prior to the implementation of the new Overhead Rate. Approval shall be in the form of a contract amendment issued by the procurement officer.

Example Overhead Rate Adjustment Calculations

Offered Overhead Rate:	12.00%			
Base Year:	July to December 2020			227.258
Comparison Year:	July to December 2022			241.698
Comparison Minus Base	241.698	-	227.258	= 14.44
Divide Result by Base	14.44	/	227.258	= .0635%
Amount of Increase:	6.35% or 0.76% of offered Overhead Rate			
Adjusted Overhead Rate:	12.00%	+	0.76%	= 12.76%

Sec. 3.10 MANDATORY REPORTING

See **Attachment J - Weekly Risk Reporting System Guide.**

Sec. 3.11 LOCATION OF WORK

The location the work is to be performed, completed and managed is at the contractors' offices.

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

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

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

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

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

Sec. 3.12 TRAVEL

While the client does not anticipate travel being required during the initial stage of the contract, travel could be required during the full term of the contract, including all renewals.

The contractor's travel expenses **should not** be included in the Cost Proposal.

Travel, if needed, must be pre-approved by the State Project manager. The contractor will be reimbursed for pre-approved travel related expenses based on the below:

The client will reimburse the contractor's actual travel expenses per the following criteria:

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

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

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

Sec. 3.13 THIRD-PARTY SERVICE PROVIDERS

Does not apply.

Sec. 3.14 SUBCONTRACTORS

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

Subcontractor experience **shall not** be considered in determining whether the offeror meets the requirements set forth in **Section 1.07 – Prior Experience**.

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

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

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license. However, all subcontractors must comply with **Appendix B – Insurance Requirements**.

If additional subcontractors are required during, or after, the initial stage of the contract, the contractor must provide the above information for each subcontractor to the State Project Manager for review and acceptance. If the proposed subcontractors are acceptable, the Procurement Officer of Record shall issue a contract amendment to formally accept the proposed subcontractors.

Sec. 3.15 JOINT VENTURES

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

If additional Joint Venture arrangements are required during, or after, the initial stage of the contract, the contractor must provide additional executed Joint Venture Agreements to the State Project Manager for review and acceptance. If the proposed Joint Venture is acceptable, the Procurement Officer of Record shall issue an anticipated contract amendment to formally accept the new Joint Venture.

Sec. 3.16 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. 3.17 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. 3.18 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. 3.19 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. 3.20 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. Although initially unanticipated, 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, 48 C.F.R. Part 31, as applicable.

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

Sec. 3.21 CONTRACT CHANGES – ANTICIPATED AMENDMENTS

During the course of the contract, the contractor may be required to perform additional anticipated work. All additional work will be within the general scope of the initial contract and will be related to Alaska's Aviation Safety Initiatives.

When additional work is required, the State Project Manager will provide the number one ranked contractor a written description of the additional work in the form of a draft Task Order (TO) as described in **Section 3.05** 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, 48 C.F.R. Part 31, as applicable. Upon agreement, the TO shall be executed by all parties and the DOT&PF Procurement Officer of Record shall issue an anticipated amendment in accordance with **Section 3.21** to formally incorporate the funding and the executed TO into the contract upon securing any required stage approvals. .

In some cases, the additional work may also require new subcontractor's or joint venture agreements. In the event new subcontractors or joint ventures are required, the amendments to add them shall be considered anticipated amendments.

The contractor shall not commence additional work until the associated TO and anticipated amendments are fully executed.

Sec. 3.22 NONDISCLOSURE AND CONFIDENTIALITY

In addition to the above, the 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.).

During the course of the contract, additional information and data may be required to be held in confidence. When confidentiality is required, the contract amendment assigning the work will identify the level of confidentiality as determined by the parties.

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. 3.23 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. 3.24 INSURANCE REQUIREMENTS

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

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

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

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

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

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

Sec. 3.25 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

Sec. 4.01 SPECIAL INSTRUCTIONS TO OFFEROR

By submitting an offer, the Offeror make a firm commitment to meet the requirements described in **Section 3.01**. An incomplete proposal can lead to possible disqualification.

Offerors must respond to each of the following items:

Offerors shall include in their submission, the following forms. The forms must be completed accurately, in the format provided and in accordance with any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form Description	Value
Attachment C	RFP Proposal Cover Page, Declaration & Checklist	Pass / Fail
Attachment D	Key Personnel Proposal Form	Pass / Fail
Attachment E	Project Capability Submittal (SC/LE, VA & MS) Checklist and Format	Pass / Fail
Attachment E1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment E2	Value Added Plan (VA)	Rated
Attachment E3	Milestone Schedule (MS)	Rated
Attachment F	Reference List	Pass / Fail
Attachment G	Cost Proposal Form	Rated

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

Sec. 4.02 COST PROPOSAL FORM

Offerors must complete and submit **Attachment G – Cost Proposal Form**. Offerors must provide an Overhead Rate to deliver the requested project, including all of the requirements described in the RFP Scope of Work Overview. The Total Cost of \$10M budget as seen on the attachment must be broken out into two separate methods:

1. A cost breakout by ten project milestones totaling \$10M.
2. A cost breakout by project area (Labor, Materials and Overhead) totaling \$10M.
 - a. Equipment should be included in labor.

The \$10M budget is for evaluation purposes only.

Sec. 4.03 NUMBER OF CONTRACTS

The state intends to award one contract as a result of this RFP.

Sec. 4.04 VENDOR SELECTION CRITERIA

A selection committee will evaluate and score the responses to the RFP based on the information provided in each response and committee’s evaluation of the Offerors understanding of the objectives of this project. The Pre-Proposal Meeting will be important for vendors to understand what information needs to be included in the proposal.

Proposals will be reviewed based on the five criteria listed below. These points have been evaluated and have been determined as critical elements to the success of the project.

No.	Rating Criteria	Max Score	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	350 Points	35%
2	Value Added Plan (VA)	100 Points	10%
3	Milestone Schedule (MS)	50 Points	5%
4	Interview	300 Points	30%
5	Cost Proposal Form (Overhead Rate)	200 Points	20%

Sec. 4.05 DESCRIPTION OF EVALUATION CRITERIA

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) **Attachment C: RFP Proposal Cover Page, Declaration and Checklist:** Offeror must prepare and submit the RFP Cover Page, Declaration and Checklist
- b) **Attachment D: Key Personnel Proposal Form:** Using **Attachment B**, the Offeror must complete the Key Personnel Proposal Form. The Offeror shall provide the name of the Primary Project Lead the Offeror proposes to execute the project pursuant to a resultant contract. The Key Personnel Lead offered shall be the person who will be interviewed if shortlisted.
- c) **Attachment E: Project Capability (PC) Submittal Checklist and Format:** The Project Capability Submittal has three components: Scope/Level of Expertise Plan (SC/LE), Value-Added Plan (VA), and Milestone Schedule (MS). **(See Attachments E, E1, E2 and E3).**
 - i. **Purpose of PC Submittal**
 - a. Assist client in prioritizing Offerors submittals based on their scope, expertise, and ability to understand and deliver the intended project.
 - b. Provide high performing Offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.
 - ii. **PC Submittal Format Requirements**
 - a. PC submittal must **NOT** contain any names that can be used to identify who the Offeror is (such as firm names, personnel names, project names, or product names).

- b. A PC proposal template (**Attachment E**) is included in this RFP. This document must be used by all Offerors. Offerors are **NOT allowed** to re-create, re-format, or modify the template in any manner except as specified on the form. Offerors must type their responses on the Word template provided.
 - c. Failure to comply with any of the PC formatting requirements may result in disqualification.
 - d. The PC submittal **shall not** contain any marketing information. The submittal should be used to prove to the client that the Offeror has expertise for the specific project being proposed on.
 - e. References used in the PC submittal must be listed in the **Attachment F: Reference List**. The Reference List is not seen by the selection committee until after PC submittal evaluations are performed.
 - iii. **Overview of the Scope / Level of Expertise Plan (Attachment E1):** The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capability and understanding of client’s specific needs. It should summarize the metrics that show the Offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement.
 - iv. **Overview of the Value-Added Section (Attachment E2):** The purpose of the Value-Added Plan is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit client at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the Offeror should identify:
 - a. what client may have excluded or omitted from its scope; and
 - b. how these options or ideas have been successful through verifiable performance information of previous projects.The Offeror should list the cost and time impact of its options or ideas.
 - v. **Overview of the Milestone Schedule Section (Attachment E3):** The milestone schedule is to allow Offeror to map out the major activities of the project, demonstrate the expertise of the offeror, and provide supporting performance metrics.
 - vi. **Reference List:** There will be a designated area on both the Scope / Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the **Reference List (Attachment F)**.
 - vii. **Cost Proposal: Attachment G – Cost Proposal** shall be evaluated in accordance with **Section 5.05**.
- d) **Interviews:** The Offeror will be required to participate in an interview to evaluate expertise. This is not a presentation. The client will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. Example questions will be discussed during the BV Orientation session as described in **Section 1.17**. Interviews will be in person with the individual named as the Key Personnel Lead as seen on **Attachment D**. Interviews will be held In Anchorage, AK and all parties are responsible for their own travel costs.

- e) **Selection Transparency: Dominance Check:** Up to this point, the Procurement Evaluation Committee (PEC) does not know what ratings were given to the different vendors. During the dominance check, all the rating information is revealed to the PEC. If there is any further discussion on the best value, additional information can be requested to ensure that the selection has been totally transparent. The verification of the reference information can also be verified.

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

Sec. 5.01 SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE) (35%)

Proposals will be evaluated on a 1-5-10 scoring system:

- **10** = Claim uses verifiable performance metrics [VPM] to prove they can do subject project requirement with proposed scope.
- **5** = Claim with no/insufficient supporting project specific verifiable performance metrics or situations in which insufficient, incomplete, or unclear information was given to know the vendor's level of performance
- **1** = Claim that doesn't meet requirement

Sec. 5.02 VALUE ADDED PLAN (10%)

Proposals will be evaluated on a 1-5-10 scoring system:

- **10** = Claim has offered increased value for owner supported by performance metrics.
- **5** = Claim's ability to add value is questionable
- **1** = Claim that does not add any value due to the vendor's expertise.

Sec. 5.03 MILESTONE SCHEDULE (MS) (5%)

Proposals will be evaluated on a 1-5-10 scoring system:

- **10** = Schedule meets the requirement of the project and provides a reference number to prove they have done it in a similar past project.
- **5** = Cannot determine if schedule meets requirement. Vague, requires decision making to identify expertise. Doesn't have reference # to a similar past project.
- **1** = Schedule that doesn't meet requirement

Sec. 5.04 INTERVIEW (30%)

Proposals will be evaluated on a 1-5-10 scoring system:

- **10** = Project Manager (PM) is an expert and can tell the difference, can see into the future and simplify using metrics.
- **5** = PM has questionable expert qualities. Requires decision making.
- **1** = PM does not have expert characteristics.

Sec. 5.05 CONTRACT COST FORM (OVERHEAD RATE) (20%)

Attachment G - Cost Proposal (overhead rate) will be evaluated the following manner:

Lowest overhead rate (LR) submitted will get 200 points. The rest of the offered overhead rates will get a prorated amount of points based on their submitted overhead rate (SR) compared to the lowest overhead rate submitted.

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **Section 6.16**.

Sec. 5.06 ALASKA OFFEROR PREFERENCE

Does not apply, Federally funded project.

SECTION 6. GENERAL PROCESS INFORMATION

Sec. 6.01 INFORMAL DEBRIEFING

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

Sec. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

Sec. 6.03 SITE INSPECTION

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

Sec. 6.04 CLARIFICATION OF OFFERS

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

For this project, the potential best value Offerors will be required to complete the Clarification Phase as outlined in **Attachment I - Clarification Phase Guide**. The intent of this phase is to allow the Offeror an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report as seen in **Attachment J – Weekly Risk Reporting System Guide**, and prepare a presentation for the Clarification Summary Meeting.

Sec. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

Sec. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **Section Five, Evaluation Criteria and Contractor Selection**.

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

Sec. 6.07 CONTRACT NEGOTIATION

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

negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Procurement Office Conference room on the 3rd Floor of the DOT&PF Headquarters Building in Juneau, Alaska.

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

Sec. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

Sec. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

For this project, the client will notify each Offeror of client's selection either verbally, in writing, or both.

- a) The client reserves the right to reject any or all proposals. The decision of the RFP award by the Client is final.
- b) The client at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

The final award is dependent upon the Offeror's Scope of Work (SOW) being acceptable to the client. Proposal responses and contents provided by the Offeror will be considered contractual obligations. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project confidential.

All vendor performance will be tracked through **Attachment J – Weekly Risk Reporting System**.

Sec. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

Sec. 6.11 APPLICATION OF PREFERENCES

Does not apply, Federally funded project.

Sec. 6.12 ALASKA BIDDER PREFERENCE

Does not apply, Federally funded project.

Sec. 6.13 ALASKA VETERAN PREFERENCE

Does not apply, Federally funded project.

Sec. 6.14 ALASKA OFFEROR PREFERENCE

Does not apply, Federally funded project.

Sec. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest overhead rate shall receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula seen in Section 6.16.

Sec. 6.16 EXAMPLE: CONVERTING COST TO POINTS

Example:

STEP 1: List all proposal overhead rates:

Offeror # 1	\$10M project	15% Overhead Rate	15% of \$10M is \$1,500,000.00
Offeror #2	\$10M project	20% Overhead Rate	20% of \$10M is \$2,000,000.00

STEP 2

In this example, the RFP allotted 20% of the available 1,000 points to cost. This means that the lowest overhead rate offered will receive the maximum number of points.

Offeror #1 receives 200 points.

The reason they receive the maximum points is that the overhead % rate offered is the lowest overhead % rate, in this case 15%. Offeror #1 receives the maximum number of points allocated to cost, 200 points.

Offeror #2 receives 150.00 Points.

With the lowest overhead % rate being 15%, Offeror #2 submitted an overhead rate of 20%. Offeror #2 would receive 150.00 points based on the following formula

$$\begin{array}{l} \text{Lowest Cost} \quad \text{times} \quad \text{Maximum Points} \quad \text{divided by next lowest cost} \quad \text{equals points awarded:} \\ \$1,500,000.00 \quad \times \quad 200 \quad = \quad \$300,000,000.00 \quad / \quad \$2,000,000.00 \quad = \quad 150 \text{ points} \end{array}$$

SECTION 7. GENERAL LEGAL INFORMATION

Sec. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is included and may be found as **Attachment A – Standard Agreement Form with Appendix A** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

Sec. 7.02 QUALIFIED OFFERORS

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

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

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

Sec. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

Sec. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

Sec. 7.05 HUMAN TRAFFICKING

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

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

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

Sec. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

Sec. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

Sec. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these

things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

Sec. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

Sec. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Sec. 7.11 SEVERABILITY

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

Sec. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Sec. 7.13 SOLICITATION ADVERTISING

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

Sec. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.

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

SECTION 8. ATTACHMENTS

Sec. 8.01 ATTACHMENTS

Attachment A:	Standard Agreement Form with Appendix A
Attachment B:	Insurance Requirements
Attachment C:	Submittal Document: RFP Proposal Cover Page, Declaration & Checklist (Front page of the Proposal)
Attachment D:	Submittal Document: Key Personnel Proposal Form
Attachment E:	Submittal Document: Project Capability Submittal (SC/LE, VA, & MS) Checklist and Format
Attachment E1:	Submittal Document: Scope / Level of Expertise Plan (SC / LE)
Attachment E2:	Submittal Document: Value Added Plan (VA)
Attachment E3:	Submittal Document: Milestone Schedule (MS)
Attachment F:	Submittal Document: Reference List
Attachment G:	Submittal Document: Cost Proposal Form
Attachment H:	Best Value Education PowerPoint Presentation: To be amended into RFP after the Pre-Proposal Conference in accordance with Section 1.17 .
Attachment I:	Clarification Phase Guide
Attachment J:	Weekly Risk Reporting System Guide
Attachment K:	2022 FAASI Roadmap
Attachment L:	2023 FAASI Roadmap
Attachment M:	2020 NTSB Alaska Safety Report
Attachment N:	2017 RTCA PBN Report
Attachment O:	DOT&PF Airports GIS Map by Region
Attachment P:	Proposal Evaluation Form
Attachment Q:	Alaska Long Range Transportation Plan