

STATE OF ALASKA REQUEST FOR PROPOSALS



ENTERPRISE GIS SUPPORT SERVICES

RFP 2524H028

ISSUED DECEMBER 5, 2023

THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF), OFFICE OF DATA MODERNIZATION & INNOVATION (DMIO), IS SOLICITING PROPOSALS FROM CONSULTING FIRMS WITH SKILLSETS IN ESRI GEOGRAPHIC INFORMATION SYSTEMS (GIS) GEODATABASE DEVELOPMENT, ANALYSIS, VISUALIZATION, TROUBLESHOOTING AND TECHNICAL SUPPORT

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

PAUL DICARLO
PROCUREMENT OFFICER
PAUL.DICARLO@ALASKA.GOV
(907) 465-8446

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.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS.....	3
SEC. 1.01 PURPOSE OF THE RFP	3
SEC. 1.02 BUDGET.....	3
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE.....	4
SEC. 1.05 REQUIRED REVIEW.....	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.09 AMENDMENTS TO PROPOSALS.....	6
SEC. 1.10 AMENDMENTS TO THE RFP	6
SEC. 1.11 RFP SCHEDULE.....	6
SEC. 1.12 ALTERNATE PROPOSALS	7
SECTION 2. BACKGROUND INFORMATION	7
SEC. 2.01 BACKGROUND INFORMATION.....	7
SECTION 3. SCOPE OF WORK & DELIVERABLES	9
SEC. 3.01 SCOPE OF WORK & DELIVERABLES.....	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 3.03 CONTRACT TYPE.....	11
SEC. 3.04 PROPOSED PAYMENT PROCEDURES.....	11
SEC. 3.05 CONTRACT PAYMENT	11
SEC. 3.06 CONTRACT PRICE ADJUSTMENTS	12
SEC. 3.07 LOCATION OF WORK	12
SEC. 3.08 SUBCONTRACTORS	13
SEC. 3.09 JOINT VENTURES	13
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS.....	13
SEC. 3.11 F.O.B. POINT	13
SEC. 3.12 CONTRACT PERSONNEL.....	13
SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	13
SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	13
SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY	14
SEC. 3.16 INDEMNIFICATION.....	15
SEC. 3.17 INSURANCE REQUIREMENTS.....	15
SEC. 3.18 TERMINATION FOR DEFAULT	16
SECTION 4. PROPOSAL FORMAT AND CONTENT	17
SEC. 4.01 RFP SUBMITTAL FORMS	17
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS	17
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)	18
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	18
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	19
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D).....	19
SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)	19
SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)	19
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	20
SEC. 5.01 SUMMARY OF EVALUATION PROCESS	20
SEC. 5.02 EVALUATION CRITERIA.....	20
SEC. 5.03 SCORING METHOD AND CALCULATION	21
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS.....	22
SEC. 5.05 UNDERSTANDING OF THE PROJECT.....	22
SEC. 5.06 METHODOLOGY USED FOR THE PROJECT	23
SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT.....	23
SEC. 5.08 CONTRACT COST (COST PROPOSAL)	23
SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION.....	24
SEC. 6.01 INFORMAL DEBRIEFING	24

SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	24
SEC. 6.03	SITE INSPECTION	25
SEC. 6.04	CLARIFICATION OF OFFERS	25
SEC. 6.05	DISCUSSIONS WITH OFFERORS	25
SEC. 6.06	EVALUATION OF PROPOSALS	26
SEC. 6.07	CONTRACT NEGOTIATION	26
SEC. 6.08	FAILURE TO NEGOTIATE	26
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	27
SEC. 6.10	PROTEST	27
SEC. 6.11	STANDARD CONTRACT PROVISIONS.....	27
SEC. 6.12	FEDERAL CONTRACT PROVISIONS.....	27
SEC. 6.13	QUALIFIED OFFERORS	28
SEC. 6.14	PROPOSAL AS PART OF THE CONTRACT.....	28
SEC. 6.15	ADDITIONAL TERMS AND CONDITIONS	29
SEC. 6.16	HUMAN TRAFFICKING.....	29
SEC. 6.17	RIGHT OF REJECTION	29
SEC. 6.18	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	30
SEC. 6.19	DISCLOSURE OF PROPOSAL CONTENTS	30
SEC. 6.20	ASSIGNMENT	30
SEC. 6.21	DISPUTES	30
SEC. 6.22	SEVERABILITY	30
SEC. 6.23	SUPPLEMENTAL TERMS AND CONDITIONS.....	31
SEC. 6.24	SOLICITATION ADVERTISING	31
SEC. 6.25	FEDERALLY IMPOSED TARIFFS	31
SECTION 7. ATTACHMENTS.....		32
SEC. 7.01	ATTACHMENTS	32

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Transportation and Public Facilities (DOT&PF), Data Modernization & Innovation (DMIO) is soliciting proposals from consulting firms with skillsets in Esri geographic information systems (GIS) geodatabase development, analysis, visualization, troubleshooting and technical support.

Goals of this solicitation are to hire a GIS vendor that can provide the following tasks:

- Provide GIS support and services where EGIS is unable to keep up with demand.
- Improve efficiency of our GIS configurations and procedures.
- Make recommendations on how to improve our GIS applications, support and services.
- Document our GIS plans, procedures, standards, configurations, protocols and more.
- Provide technical support to GIS users in the department.
- Design and develop custom maps and dashboards, tools and applications as needed route network.
- Maintain route network, including inventory and adding or updating map layers.

SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Division of Design & Engineering estimates a budget of \$250,000.00 dollars for completion of this project.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00PM** prevailing Alaska Standard Time on **DECEMBER 19, 2023** as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Offeror must have a minimum **5 years'** experience with ArcGIS Enterprise 10. (DOT&PF current version is 10.9.1 with upgrade to 11.1 in CY2024) and with Esri Roads & Highways linear reference system (R&H LRS) development and maintenance. Must also be experienced with Esri Event Editor.
- Offeror must have minimum of 3 years creating GIS visualization tools and applications such as Story Maps and other dashboards using Esri web tools and applications.
- Offeror must have at least 3 years' experience with creating services made in Portal for ArcGIS and ArcGIS Online.
- Offeror must have experience at least 3 years' experience with ArcPro.

An offeror's failure to meet these minimum prior experience requirements will 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.

PROCUREMENT OFFICER: Paul DiCarlo – PHONE 907-465-8446 – paul.dicarlo@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Faxed and oral proposals will NOT be accepted

If submitting Hard Copy Proposals offerors must submit one hard copy of their proposal, in writing, and one (1) electronic copy (flash drive) to the procurement officer in a sealed package. The hard copy cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The electronic copy must have the technical proposal and cost proposal as two separate files and clearly identified. **The sealed proposal package(s) must be addressed as follows:**

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Paul DiCarlo
Request for Proposal (RFP) Number: 2524H028
RFP Title: Enterprise GIS Services.

3132 Channel Drive, Suite 350
P.O. Box 112500
Juneau, AK, 99811-2500

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

If submitting a proposal via email

The technical proposal and cost proposal must be saved as separate PDF documents and emailed to dotstatewideprocurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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 proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at **907-465-8447** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

If you have any questions about submitting a proposal contact the Procurement Officer;

Paul DiCarlo 907 465-8446 paul.dicarlo@alaska.gov

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, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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 Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		12-5-2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00PM	12-19-2023
Proposal Evaluations Complete		12-22-2023
Notice of Intent to Award		12-26-2023
Contract Issued		1-8-2024

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 & 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. 1.12 ALTERNATE PROPOSALS

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Department of Transportation and Public Facilities (DOT&PF) is in need of geographic information system (GIS) support services to expand to an enterprise-wide GIS program. Currently a small staff oversees the GIS program, the Enterprise GIS Team (EGIS), and they cannot keep up with the needs and requests for services, such as training, technical support, integration with new or updated applications, custom map services, and improvements and maintenance of the geodatabase.

The GIS program includes the use of Esri's Roads & Highways (R&H) linear reference system (LRS) based GIS; Esri ArcGIS Online and Esri Portal and various applications (dashboards, story maps, experience builder, etc) to provide user access. The department has a number of satellite GIS users and experts working for various business units in design & engineering, maintenance, right of way, commercial vehicle operations, and more that design and create maps, perform basic GIS analysis and visualization techniques or that are involved with integrating enterprise GIS geospatial data to their new or updated software applications. This all necessitates training, technical support and/or guidance from EGIS. EGIS is unable to keep up with this and other demands, including maintaining and making improvements to the geodatabase and custom requests coming from leadership.

Goals of this solicitation are to hire a GIS vendor that can provide the following tasks:

- Provide GIS support and services where EGIS is unable to keep up with demand.
- Improve efficiency of our GIS configurations and procedures.
- Make recommendations on how to improve our GIS applications, support and services.
- Document our GIS plans, procedures, standards, configurations, protocols and more.
- Provide technical support to GIS users in the department.
- Design and develop custom maps and dashboards, tools and applications as needed.
- Maintain route network, including inventory and adding or updating map layers.

EGIS Team:

EGIS resides under the Data Modernization & Innovation Office.

Currently the EGIS team comprises a highway inventory manager, centerline network analyst, web applications manager, data visualization manager and two GIS IT server and network support personnel. Three positions are currently vacant: GIS Manager, Route Network Manager and a GIS Analyst.

Several GIS Analyst positions exist around the department to support specific business units. They do not report to EGIS but must conform to standards of using the department's R&H LRS. They often will design and build maps and perform spatial analysis using ArcGIS Pro or ArcGIS Online.

Resources: <https://data-soa-akdot.opendata.arcgis.com/>

Current Enterprise GIS Software & Tools:

1. MS SQL Enterprise Geodatabases - Windows Server 2019 - MS SQL Server 2019, ArcGIS Enterprise 10.9.1
 1. Roads and Highways (editing geodatabase)
 2. Roads and Highways (reporting geodatabase)
 3. Statewide Aviation (SWAGDB geodatabase) – Test Environmental only.
2. ArcGIS Servers - Windows Server 2019 (Standard), ArcGIS Enterprise 10.9.1
 1. Hosting
 2. Roads and Highways
 3. General/Publication
 4. Datastore
 5. License (Production only)
 6. Monitor
3. Portal for ArcGIS - Windows Server 2019 (Standard), ArcGIS Enterprise 10.9.1
4. Web Server - Windows Server 2019 (Standard)
 1. Web Adaptor – portal - Portal
 2. Web Adaptor – gisserver - General/Publication
 3. Web Adaptor – hosting - Hosting
 4. Web Adaptor – rhserver - Roads and Highways
 5. Event Editor - EventEditor
5. Terminal Server - Windows Server 2019(Standard), ArcGIS Enterprise10.9.1
 1. ArcPro Desktop
 2. Workflow Administrator

Constraints to the project:

- DOT&PF does not provide office space or equipment to run Esri software applications and tools. The Offeror shall have their own Esri software applications and tools and remote in to access the DOT&PF's geodatabase and applications.
- The offeror shall propose using MS Teams for meetings. In person, is ok, but DOT&PF will not pay for air or sea travel. If offeror is located in same city as EGIS team members, it is expected to meet them in-person for some meetings.
- Offeror shall work between the hours of 8:00 am to 4:30 pm (Alaska Time Zone) in order to accommodate the EGIS team.
- Offeror shall supply a direct number and email address to contact for as needed services.
- Upgrade to ArcGIS Enterprise 11.1 is to occur this winter. The offeror shall be able to work in that version as well as in the previous 10.9.1 version.

SECTION 3. SCOPE OF WORK & DELIVERABLES

SEC. 3.01 SCOPE OF WORK & DELIVERABLES

1. Route Network & Highway Inventory Support
2. Custom GIS Maps & Visualization Applications
3. Geodatabase Integration & Troubleshooting
4. Technical Support Backup
5. GIS Documentation

TASK 1. Route Network & Highway Inventory Support

The chosen vendor shall help maintain the department's Roads & Highway route network as needed. This includes adding and updating routes to keep up with highway improvements (e.g. road realignments, adding new centerlines) and addition or validating asset and feature inventory on routes or adding new map layers such as real-time, travel time reliability, speed or travel, etc.

Data may come from a variety of sources such as the department's route centerline data collection (photolog) or AutoCAD drawings from design engineers, other state GIS maps, or other media provided. Currently the DOT&PF does not have a route network manager and only one person that maintains highway inventory on the 17K miles of road in the enterprise geodatabase.

TASK 1. DELIVERABLES

- 1-1** Meet with EGIS team to discuss needs, access to R&H LRS geodatabase, and schedule
- 1-1.1** Maintain routes and inventory, including adding new map layers.
- 1-1.2** Ongoing communication with EGIS on status of updates and additions to R&H

TASK 2. Custom GIS Maps & Visualization Applications

The chosen vendor shall help with custom maps and applications as needed. This includes performing map overlays, spatial analysis, and building dashboards and story maps. EGIS often receives requests for custom maps, modern map displays, and graphical representation of information and data in ways to make data meaningful, draw conclusions or to simply make it available for information purposes. Offerors shall use the latest Esri web tools and applications and provide EGIS walk through and documentation on how to build the maps and dashboards, if needed.

At times, the vendor may be requested to turn-around deliverables quickly, such as within a day or two. These are generally requests coming from leadership.

TASK 2. DELIVERABLES

- 2-1** Meet with EGIS team to discuss needs and requests.
- 2-2** Provide recommendations and solutions, i.e, mock-ups.

2-3 Design and develop the end product. This may entail several designs and working iteratively with EGIS.

TASK 3. Geodatabase Integration & Troubleshooting

The chosen vendor shall help troubleshoot issues with sharing and integrating applications as needed. Current issues with the Esri Event Editor and R&H exist when the department migrated to Microsoft Azure cloud services. Esri is on call to help troubleshoot as well, but having a vendor on call to help will free up time needed by the small EGIS team. At times DOT&PF vendors need support to integrate new or upgraded applications to the enterprise R&H LRS thru map services or real-time connection. The vendor is expected to respond to other vendor questions and need for support in that regard.

Note: DOT&PF has a contract with Esri for geodatabase support and training as needed. If help from Esri is necessary, the chosen vendor can contact the EGIS manager to gain access to Esri.

TASK 3. DELIVERABLES

Troubleshooting

- 3-1 Meet with EGIS team to discuss needs and requests.
- 3-2 Provide recommendations and solutions.
- 3-3 Design and develop solution.

Integration

- 3-4 Field calls or attend Teams meetings regarding vendor's needs to integrate with enterprise R&H LRS.
- 3-5 Track time and scope of work to address the integration need & report to EGIS Team

TASK 4. Technical Support Backup

The chosen vendor shall provide technical support to DOT&PF staff as needed. This is mainly to support the GIS users outside of the EGIS team. At times EGIS is simply unable to devote time to provide technical support and respond to questions about geodatabase set-up, access to datasets and application or how to produce maps and dashboards. Also, users are often unaware of geodatabase standards and protocols.

Note: DOT&PF has a contract with Esri for geodatabase support and training as needed. If help from Esri is necessary, the chosen vendor can contact the EGIS manager to gain access to Esri.

TASK 4. DELIVERABLES

- 4-1 Respond to customer needs vis EGIS
- 4-2 Track time and overview of the needs and requests for help.

TASK 5. GIS Documentation

The chosen vendor shall produce documentation to retain user and administration configuration of new and current applications, procedures, standards, and protocols. This may include developing a library of support that links to Esri and other support documents. Documentation is invaluable to retain knowledge and resources for new employees, or employees changing positions.

All documentation shall be in the Microsoft Office Word. Building a library of knowledge shall be done in either SharePoint or Esri products. TBD by EGIS and chosen vendor.

All documentation shall be based on DOT&PF's unique GIS set up.

TASK 5. DELIVERABLES

5-1 Draft documents as requested. This includes developing at least 2 drafts prior to finalizing.

5-2 Submit final to EGIS

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 18 2024, through December 31, 2024. This contract allows for one optional one year renewal to be exercised solely at the state's discretion.

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. 3.03 CONTRACT TYPE

This contract is a time and expense contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.05 CONTRACT PAYMENT

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.06 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the first term.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements. Series ID. - CUURS49GSA0,CUUSS49GSA0

SEC. 3.07 LOCATION OF WORK

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

By signing 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. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 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. 3.11 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. 3.12 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 and the procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.13 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the

additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

- All Crash Data

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice

of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.16 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. 3.17 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the 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. 3.18 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 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 part of their proposal. An electronic copy of the forms is posted along with this RFP.

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.

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). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	7
Submittal Form C – Understanding of the Project	3
Submittal Form D – Methodology Used for the Project	7
Submittal Form E – Management Plan for the Project	7
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus 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.

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.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

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 project and the project schedule.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

Methodology shall also include Offerors GIS applications and business software, including versions that will be used to perform the tasks in this RFP.

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)

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 the Technical portion of all 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 documents 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.
- 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 will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) 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) 200
Understanding of the Project	(Submittal Form C) 100

Methodology Used for the Project	(Submittal Form D)	175
Management Plan for the Project	(Submittal Form E)	175
Total		600

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	400

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each 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
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)
Highest Total Score Possible (40)

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 project have experience performing services/projects similar to the complexity of work listed in the scope of work?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work required on this project?
- c) Does the project manager have the experience necessary to perform the contract?
- d) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm:

- a) Does the proposal show that the offeror has suitable experience working with Esri Roads & Highways Linear Referencing system?
- b) Has the offeror provided letters of reference from previous clients, and do they confirm the offeror meets the RFP requirements?

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

- 3) Has the offeror demonstrated an understanding of the state's need for timely deliverables?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology match and achieve the Esri GIS support services in the RFP?
- 4) Does the methodology include responding to technical support and troubleshooting requests?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) Is the organization of the project team clear?
- 3) How well does the management plan illustrate the lines of authority and communication?
- 4) Does the offeror’s management plan include responding to technical support and troubleshooting as required by the RFP?
- 5) Does the management plan address unknown issues and concerns that may arise?

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.

$\$40,000$ lowest cost x 400 maximum points for cost = 16,000,000 ÷ $\$42,750$ cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

$\$40,000$ lowest cost x 400 maximum points for cost = 16,000,000 ÷ $\$47,500$ cost of Offeror #3's proposal = 336.8

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, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the 3rd Floor of the DOT Commissioners Office Building in Juneau, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

SEC. 6.11 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. 6.12 FEDERAL CONTRACT PROVISIONS

Required Contract Provisions for Federal-Aid Contracts, Form Federal Aid Provisions (FHWA) pages 1 through 13 is attached to this document. This contract incorporates the provisions by reference, with

the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:

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

STATEMENT OF FINANCIAL ASSISTANCE:

Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and both the U.S. Department of Transportation and the (FHWA).

Sec. 36.30.890. Federal Assistance

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

2 AAC 12.730. Federal Assistance

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

Authority: AS 36.30.040; AS 36.30.890

SEC. 6.13 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. 6.14 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.15 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. 6.16 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. 6.17 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 6.18 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. 6.19 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. 6.20 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. 6.21 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. 6.22 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. 6.23 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. 6.24 SOLICITATION ADVERTISING

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

SEC. 6.25 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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Attachment #1 - Proposal Evaluation Form – Attached below
- 2) Attachment #2 - Cost Proposal (Submittal Form F) – Separate Attachment
- 3) Attachment #3 - Submittal Forms A – E – Separate Attachment
- 4) Attachment #4 - Standard Agreement Form with Appendix A – Separate Attachment
- 5) Attachment #5 - Appendix B2 Indemnity and Insurance – Separate Attachment
- 6) Attachment #6 - Federal Contract Provisions (FHWA) – Separate Attachment

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: 2524H028 Enterprise GIS Services

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:

- 1) Do the individuals assigned to the project have experience performing services/projects similar to the complexity of work listed in the scope of work?

NOTES: _____

- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work required on this project?

NOTES: _____

- 3) Does the project manager have the experience necessary to perform the contract?

NOTES: _____

- 4) How extensive is the experience and education of the personnel designated to work on the project?

NOTES: _____

2) Questions regarding the firm and subcontractors (if included)

- 1) Does the proposal show that the offeror has suitable experience working with Esri Roads & Highways Linear Referencing system?

NOTES: _____

- 2) Has the offeror provided letters of reference from previous clients, and do they confirm the offeror meets the RFP requirements?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04: _____

5.05 Understanding of the Project—200 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 project?

NOTES: _____

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

NOTES: _____

- 3) Has the offeror demonstrated an understanding of the state's need for timely deliverables?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05: _____

5.06 Methodology Uses for the Project—150 Points

Proposals will be evaluated against the questions set out below:

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES: _____

2) How well does the methodology match and achieve the objectives as required in the RFP?

NOTES: _____

3) Does the methodology match and achieve the Esri GIS support services in the RFP?

NOTES: _____

4) Does the methodology include responding to technical support and troubleshooting requests?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.02: _____

5.07 Management Plan for the Project—150 Points

Proposals will be evaluated against the questions set out below:

1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES: _____

2) Is the organization of the project team clear?

NOTES: _____

3) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

4) Does the offeror’s management plan include responding to technical support and troubleshooting as required by the RFP?

NOTES: _____

5) Does the management plan address unknown issues and concerns that may arise?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.07: _____

5.08 Contract Cost — 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 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.