

# STATE OF ALASKA REQUEST FOR PROPOSALS



## AIRLINE TECHNICAL REPRESENTATIVE & LIAISON FOR THE ALASKA INTERNATIONAL AIRPORTS SYSTEM (AIAS) RFP 2525H001

ISSUED APRIL 17, 2024

The Department of Transportation & Public Facilities, Alaska International Airports System (AIAS) is soliciting proposals to provide technical liaisons between the AIAS and its customer Signatory Airlines at the Ted Stevens Anchorage International Airport (ANC) and Fairbanks International Airport (FAI).

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ISSUED BY:

DEPARTMENT OF TRANSPORTATION &  
PUBLIC FACILITIES  
DIVISION OF PROJECT MANAGEMENT &  
ADMINISTRATION

PRIMARY CONTACT:

MATTHEW L. PEGUES  
PROCUREMENT OFFICER  
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(907) 465-8949

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA “ONLINE PUBLIC NOTICE” WEBSITE, 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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## **INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Transportation & Public Facilities, Alaska International Airports System (AIAS), is soliciting proposals to secure the services of a professional firm (Contractor) to provide technical and contractual liaisons between the AIAS and its customer Signatory Airlines. The Contractor will serve as the Airline Technical Representative (ATR), whose primary function is to facilitate and expedite the Signatory Airline review and comment process thereby helping the AIAS to make efficient, well-informed decisions on matters affecting its customer airlines. In general, the intent is for the ATR to: (1) help present AIAS plans and proposals efficiently to the Signatory Airlines, both explaining AIAS perspectives and focusing on potential Signatory Airline concerns, and (2) facilitate and provide AIAS with efficient, timely responses regarding airline needs and viewpoints.

The ATR will serve as a central point of contact for dissemination and transmittal of information and will provide a presentation of Signatory Airlines views and perspectives for a wide range of issues affecting airlines operating within the AIAS. The use of the ATR as a conduit to perform this liaison function will be mutually beneficial to the AIAS and to its customer airlines. The ATR function will reduce airport staff time in contacting and coordinating with multiple Signatory Airlines, will provide expertise and advice to the Signatory Airlines on technical matters, and will help resolve conflicting Signatory Airline comments before presenting them to AIAS.

### **SEC. 1.02 BUDGET**

The Department of Transportation & Public Facilities, Alaska International Airports System, estimates the budget for the first three-year term to not exceed \$730,000 and the three optional one-year renewals to not exceed \$245,000 each.

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 May 9, 2024, as indicated by postmark or email timestamp and late proposals will not be considered.

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## **SEC. 1.04 PRIOR EXPERIENCE**

For offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- Ten years of related airline technical support and airport coordination/facilitation experience within the commercial airline industry.
- Five years of experience with Airline rates and charges modeling experience.
- Five years of experience with air cargo carrier-dominated versus passenger carrier-dominated airports highly preferred.

Offerors must clearly identify the prior experience with a timeline demonstrating that the requirements are met.

An offeror's failure to provide written evidence that these minimum prior experience requirements are met 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: Matthew L. Pegues – Ph. 907-465-8949 – Email [matthew.pegues@alaska.gov](mailto:matthew.pegues@alaska.gov)

## SEC. 1.07 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package, plus one thumb drive with a copy of the technical and cost proposal labeled separately. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department Transportation & Public Facilities  
Division of Program Management & Administration  
Attention: Matthew L. Pegues  
RFP Number: 2525H001  
RFP Title: Airline Technical Representative and Liaison for  
the Alaska International Airports System (AIAS)

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

PO Box 11250  
Juneau, AK 99811-2500

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

3132 Channel Drive  
Juneau, Alaska 99801-3134

**Important Note:** There is **no** overnight express mail delivery to Juneau, Alaska. **All expedited mail services take at least two nights.**

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](mailto:dotstatewideprocurement@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. 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 with enough 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.

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**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.

<b>ACTIVITY</b>	<b>TIME</b>	<b>DATE</b>
Issue Date / RFP Released		4/17/2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm AKST	5/09/2024
Proposal Evaluations and Interviews Completed		5/16/2024
Notice of Intent to Award		5/17/2024
Contract Issued		5/28/2024

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.

**SEC. 1.13 NEWS RELEASES**

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

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## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

The Alaska International Airport System (AIAS) is comprised of the Ted Stevens Anchorage International Airport (ANC), the Fairbanks International Airport (FAI) and the International Airport Systems Office (IASO). The AIAS operates as a self-sustaining enterprise fund in that it pays for its own operations, maintenance, and capital improvements through payments for use of and operations at the AIAS airports and its properties. The AIAS is part of the State of Alaska, Department of Transportation and Public Facilities (DOT&PF).

Over forty domestic and international airlines operate within the AIAS providing passenger and air cargo service to/from ANC and FAI. AIAS and its Signatory Airlines are partners in a 10-year, fully residual Operating Agreement and Passenger Terminal Lease (OAPTL). Through the OAPTL, rates and charges paid by Signatory Airlines are established and represent the primary source of revenue for the AIAS. Signatory Airlines have a contractual right to review, comment, and/or vote on AIAS capital projects, and to comment on the calculation of AIAS rates and charges. Non-signatory airlines also pay for the use of and operations at the airports and their properties. Non-signatory Airlines rates and fees are established by the Commissioner of DOT&PF, or designee, based upon OAPTL discussions but subject to public notice and comment.

AIAS Signatory Airlines and AIAS have established an Airlines Airport Affairs Committee (AAAC) to represent all Signatory Airlines. The AAAC meets periodically throughout the year to provide a forum for formal and efficient communications, dissemination of information, and decision making for both the AIAS and its Signatory Airlines. The AAAC requested DOT&PF (Contracting Agency) to contract for the services of an Airline Technical Representative and Liaison (ATR) to provide technical liaisons and facilitate communications. The costs of the ATR services are to be included in the Signatory Airline rate base which is also the basis for establishing non-signatory airline rates. While the costs will primarily be borne by the AIAS Signatory Airlines, the ATR is also intended to provide benefit to all AIAS customer airlines through efficient airport/airline communication and facilitation derived from ATR efforts.

## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

During the performance of work the Contractor will frequently consult and work directly with the Deputy Commissioner of Aviation, the Chair(s) of the AAAC, as well as Signatory Airline and airport staff, however, such work shall be limited to work tasks authorized and approved by the Project Director.

The Contractor shall serve primarily as liaison between the AIAS and the AAAC and its member Signatory Airlines for a variety of typical airline/airport activities such as participating in meetings/discussion forums with the AIAS and its consultants in order to offer an airline industry perspective in support of Signatory Airline representatives.

Occasionally, the ATR will also provide analytical services with respect to financial, operational and lease matters as requested and mutually agreed to by the AAAC or the AIAS.

Nothing in this Contract shall preclude individual Signatory Airlines from direct communication and coordination with the AIAS. In addition, it is a core principle of this Contract that the function of the ATR is to facilitate communication, not to narrow or limit communication. The ATR will be responsible to ensure that divergent Signatory Airline perspectives are communicated to the AIAS, maintaining neutrality notwithstanding any efforts to reach consensus among the Signatory Airlines.

The Contractor will not be deemed an agent of the Signatory Airlines or the AAAC for purposes described in this agreement and will have no fiduciary responsibility to the AAAC or to any Signatory Airline. Neither will the Contractor be an agent of the Contracting Agency, the State, or the AIAS.

**Task One Facilitation and Participation in AIAS AAAC Meetings** – Attend, prepare for, and participate in regularly scheduled or any special meetings of the AAAC. Coordinate and provide expertise for AAAC technical conference calls and subcommittee meetings, as necessary. Prepare and provide written analysis and supporting information to the AAAC, AIAS, and Signatory Airlines as requested.

**Task Two Capital Improvement Program (CIP) Analysis and Coordination** – Serve as the primary point of contact for AIAS Signatory Airlines relative to communicating with AIAS, ANC, and/or FAI and coordinating the airlines' input and involvement during the planning, design, construction, and start-up phases of AIAS CIP projects.

1. As the single POC, foster open and frank communications between AIAS Signatory Airlines, AIAS, ANC, and FAI.
2. Assist Signatory Airlines in analyzing and recommending programmatic requirements for projects.
3. Provide Signatory Airlines and AIAS with supplemental operational impact analysis of proposed project concepts.
4. As determined by the Project Director, provide technical operational input as needed to Signatory Airlines, AIAS AAAC, AIAS, and AIAS consultants.

5. Relative to CIP project matters and issues, provide a single, coordinated response to AIAS representative of the AIAS AAAC and Signatory Airlines' consensus.
6. Absent Signatory Airline and/or AAAC consensus, serve as a conduit providing AIAS with a fair and neutral representation of Signatory Airlines' viewpoints and respective impacts to the Airlines and the AIAS.
7. Monitor and report to AIAS AAAC the progress of AIAS CIP activities.
8. Assist in coordinating and expediting the AIAS CIP project approval process.

**Task Three Financial Analysis and Support** – Contractor shall assist in facilitating communication between AIAS, Signatory Airlines, and AIAS AAAC regarding financial issues relative to both the operating and capital components of the AIAS. It is understood that through financial analysis, Contractor may enter into candid discussions and oral communications with individual Signatory Airlines that will remain confidential and proprietary to Signatory Airlines. The Contracting Agency finds that protection of such oral communications furthers the public purpose by improving ATR understanding of individual Signatory Airline impacts and perspectives that better facilitates and expedites Signatory Airline review and comment on AIAS operational activities and capital projects. In conjunction with financial analysis, Contractor may also enter into and maintain common interest confidentiality relative to candid discussions and oral communications with the AIAS AAAC or groups of Signatory Airlines, which the Contracting Agency also finds furthers the public purpose of facilitating and expediting Signatory Airline review and comment on AIAS operational activities and capital projects. Because the Contract is a contract of the State, any written work product, documents, and/or communications, including emails and other electronic correspondence must be made available to the Contracting Agency upon request, is discoverable, and may be considered “public record” available to any person under Alaska law.

1. Relative to financial issues in the context of the OAPTL, assist Signatory Airlines, AAAC, and AIAS to understand and evaluate each party's perspective so reviews and evaluations can be completed timely.
2. Understand sufficiently the AIAS operating budget to provide Signatory Airlines a summary level comparison of its components to other airports' relative to high level operating cost benchmarks. Assist AIAS in understanding any budget concerns and perspectives of the Signatory Airlines.
3. Support AIAS in development of rates and charges by coordinating the collection of Signatory Airlines' activity projections, reviewing AIAS activity forecasts and assumptions, and reviewing periodically the function of the rates and charges model.
4. Support AIAS and Signatory Airlines in evaluating the calculations and impacts of rates and charges.
5. Assist in the development of the CIP financial plan, including analysis of any proposed AIAS revenue bond issuances and other financing transactions in context of the OAPTL.
6. Assist Signatory Airlines and AIAS in resolving outstanding accounts receivable issues.
7. Assist AIAS in identifying and evaluating potential non-airline revenue opportunities.
8. Assist AIAS in identifying changes to airport services to airlines that may result in cost savings.

**Task Four Operating Agreement and Passenger Terminal Lease (OAPTL) Support** – Participate in discussions between the AIAS and its Signatory Airlines relative to OAPTL issues, including any necessary supplements or new agreements. Contractor’s primary role is to facilitate the exchange of information, analysis, support analysis, and advise Signatory Airlines. If needed, assist individual Signatory Airlines and the AIAS in the resolution of lease and permit issues, including space and/or operating location issues.

**Task Five AIAS Operational Support** – As requested, participate in discussions between AIAS and Signatory Airlines relative to complicated operational issues both airside and landside including but not limited to, gate protocols, gate allocation, common use equipment, and employee parking. Contractor’s primary role is to advise Signatory Airlines and AIAS and facilitate mediation and resolution of issues via the exchange of information, analysis, and analytical support.

**Task Six Signatory Airlines and State of Alaska Liaison Support** – Support Signatory Airline and AAAC communication with the State of Alaska through coordination, facilitation, and documentation efforts.

**Notice to Proceed** – The DOT&PF Project Director will issue sequentially numbered Notices-to-Proceed (NTP) for all work under this contract. The NTP shall be used as the cover page for the Contractor’s invoice. The Contractor shall work with the Project Director to ensure the current NTP reflects any changes made through amendment(s) to the contract.

The Contractor will notify the Project Director immediately if the Contractor identifies an apparent need for additional services to be provided, or if the Contractor has been requested by AIAS or the Chair(s) of AAAC to provide additional services. The Project Director and Chair(s) of AAAC will evaluate the need for added services. Additional services shall only be undertaken if authorized through an amendment to the contract.

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

The length of the contract will be from the date of award, approximately July 1, 2024, through June 30, 2027, with three one-year renewal options to be exercised at the sole discretion of the State.

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

### **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

- A. Provision of technical and contractual liaisons and supporting documentation such as meeting notes between the AIAS and its customers, the Signatory Airlines.
- B. Continued support and fostering of the partnership founded in trust and transparency between the AIAS and its Signatory Airlines.

- C. Serve as an advisor to the AIAS and Signatory Airlines on best practices in airport operations, management, and capital investments and on aviation industry trends and norms as requested.

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

This contract is a time and materials contract.

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

The state will make payments based on monthly billings or other negotiated payment schedule. Each billing must consist of an invoice and progress report. The monthly invoice must list the task being performed and include the maximum allowable spend, YTD spend, and available balance. Invoices must also include a daily detail of work completed and list who performed the work. No payment will be made until the progress report and invoice has been approved by the AIAS Project Director.

All preapproved travel will be reimbursed. The State 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.
- Receipts must be provided with invoice for all travel expenses.
- All travel costs must be shown as separate line items on the invoice.

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. 3.06 CONTRACT PAYMENT**

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

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).

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### **SEC. 3.07 CONTRACT PRICE ADJUSTMENTS**

**Consumer Price Index (CPI):** Contract prices will remain firm through June 30, 2025.

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 the request in writing to the State at least thirty (30) days prior to July 31.

- 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) (257.271) 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.

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

In addition to the Offeror's place of business, the location(s) where the work may be performed and managed are the Ted Stevens Anchorage International Airport (ANC) located in Anchorage, Alaska and the Fairbanks International Airport (FAI) located in Fairbanks, Alaska. The State will provide access to desk, phone, and computer connectivity at ANC and FAI on an as-needed basis during the 30-40 hours each month that the Contractor can expect to be providing these services.

The Contractor will also be required to travel for attendance to AAAC meetings per the Scope of Work in Section 3.01.

Travel expenses should not be included in the cost proposal. Contractor travel expenses will be reimbursed by the State per criteria identified in Section 3.05.

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. 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. 3.09 SUBCONTRACTORS**

The primary elements of work under this contract shall be performed by the offeror using the contractor's staff and resources. The use of subcontractors to perform work under this contract shall be limited to specialty situations approved by the AIAS Project Director.

If the use of subcontractors is approved, the contractor must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

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;

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- 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, will cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another that has already been approved 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.

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

Joint ventures will not be allowed.

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

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

### **SEC. 3.12 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.

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### **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:

In conjunction with financial analysis, Operating Agreement and terminal lease support (Section 3, Scope of Work, Tasks Three and Four), the Contractor may enter into candid discussions and oral communications with individual Signatory Airlines that will remain confidential and proprietary to those Signatory Airlines. Contractor work products and analysis for the Signatory Airlines and relative to the Operation Agreement and terminal lease negotiation process shall be deemed confidential and proprietary to the airlines.

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 tasks other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach

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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 TERMINATION FOR DEFAULT**

- a. 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.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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	
<b>Submittal Form B – Experience and Qualifications</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>3</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>3</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>3</b>
Submittal Form F – Subcontractors	
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.

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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 including the following:

All activities under the resultant contract must comply with the letter and principles of the Federal Trade Commission Antitrust Laws

<https://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/antitrust-laws>

The Contractor shall not participate in or facilitate in any activity constituting an antitrust violation by any airline.

- 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 an organization chart showing lines of authority and include individuals' titles and work location for the personnel assigned to accomplish the work requested in this RFP. Designate the individual(s) responsible and accountable for the completion of each Task listed in the Scope of Work for this RFP.

Offerors must provide a narrative description of the organization of the project team. A personnel roster that identifies each person who will perform the project work along with statement(s) of each person's relevant experience to his/her/they project assignment. For each person include experience with airports with significant air cargo activity for which similar services were provided. Include rates and charges experience. Identify the airport-airline contract.

Provide a descriptive narrative of the proposed team's experience specific to building a large capital project in the context of managing the airport-airline relationship. Describe the team members' contributions and overall management methods used. Please describe three projects and include the Total Installed Cost of each.

Offerors must also provide three references including organization's name, point of contact, email address of contact, and phone number of contact for similar projects the offeror's firm has performed or is performing. Include a statement of why this organizational reference is relevant to this project and the offeror's performance dates.

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. Resumes must not exceed one page in length.**

#### **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).

#### **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 and financial schedule.

Provide one example of a best practice and a separate example of a lesson learned when managing an airport-airline partnership.

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 INTERVIEWS**

Offeror's susceptible to award will be required to participate in interviews. The State will select the individuals to be interviewed from the organization chart or the resume's submitted. Interviews will be conducted via Microsoft Teams.

Interviews are expected to last approximately 30 minutes. Interviewees may not use notes, presentation materials, or handouts. This is not a presentation.

Interviewees will be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The PEC will score each interview individually and may have a group discussion prior to finalizing scores.

#### **SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM F)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

#### **SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM G)**

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

### **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

#### **SEC. 5.01 SUMMARY OF EVALUATION PROCESS**

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate 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) Offeror's susceptible to award will be invited to participate in an interview. The State will chose the people to be interviewed from the organization chart or the resume's submitted.
- 9) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 10) 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)	225
Understanding of the Project	(Submittal Form C)	75
Methodology Used for the Project	(Submittal Form D)	75
Management Plan for the Project	(Submittal Form E)	125
Interview		100
	Total	600

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	300
	Total	300

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

**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 evaluation criteria set out in Sections 5.04 through 5.07 and assign a single score of 1, 5, or 10, with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score, for each of the evaluation criteria. 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 score of 10. 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 score of 1.

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

**Offeror 1** was awarded 75 points:

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

**Offeror 2** was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

**Offeror 3** was awarded 100 points:

$$\text{Offeror Total Score (40)}$$

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

### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (225 POINTS)**

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 on similar projects?
- b) Do the resumes of the individuals assigned to the project have experience with air cargo carrier-versus passenger carrier-dominated airports?
- c) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- d) How extensive is the applicable education and experience of the personnel designated to work on the project?
- e) Does the organization chart show the lines of authority and include the individuals’ titles and work location for the personnel assigned to work on this contract?
- f) Does the organization chart clearly identify which individuals are responsible for each Task listed in the Scope of Work.

#### **2) Questions regarding the firm and subcontractor**

- a) How well has the firm demonstrated experience in managing similar contracts successfully and within budget?
- b) How well has the firm demonstrated its values and do they align with AIAS’ goals for this contract?
- c) How successful is the general history of the firm regarding successful management of contracts?
- d) Has the firm provided letters of reference from previous clients?
- e) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

### **SEC. 5.05 UNDERSTANDING OF THE PROJECT (75 POINTS)**

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

- a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b) How well has the offeror identified pertinent issues and potential problems related to the project?
- c) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

**SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (75 POINTS)**

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

- a) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- b) Has the offeror identified a reasonable plan for engaging and communicating with all airline user groups and conveying varying positions to AIAS?
- c) Does the methodology interface with the time schedule in the RFP?

**SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (125 POINTS)**

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

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP? To what degree is the proposal practical and feasible?
- b) How well is accountability completely and clearly defined? Is the organization of the project team clear?
- c) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- d) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

**SEC. 5.08 CONTRACT COST (COST PROPOSAL) (300 POINTS)**

Forty evaluation points are 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 400 of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 374.3 points.**

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

**Offeror #3 receives 336.8 points.**

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

**SEC. 5.09 ALASKA OFFEROR PREFERENCE**

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

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

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

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

**Step 2**

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	100 points
Offeror #3	80 points	Alaska Offeror Preference	100 points

**Step 3**

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

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

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

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## 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 on Microsoft Teams.

## **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:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

### [Application Of Preferences](#)

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

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

## SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### **Alaska Bidder Preference Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

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

### **Alaska Veteran Preference Certification**

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

### **SEC. 6.14 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.

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. 6.15 PROPOSAL AS PART OF THE CONTRACT**

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

## **SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 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. 6.20 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. 6.21 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. 6.22 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**SEC. 6.23 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. 6.24 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. 6.25 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. 6.26 SOLICITATION ADVERTISING**

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

**SEC. 6.27 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.

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

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- 1) Cost Proposal (Submittal Form G)
- 2) Submittal Forms A - F
- 3) Standard Agreement Form for Professional Services with Appendix A
- 4) Proposal Evaluation Form
- 5) Submittal Form H Mandatory Previous Experience
- 6) Appendix B2