

SOUTHEAST CONFERENCE

612 W Willoughby Avenue #B
Juneau, Alaska 99801
(907) 523-4356

Request for Proposals

RFP Number 2016-01
Date of Issue: **June 10, 2016**

Alaska Marine Highway System: Comprehensive Operational and Business Plan Phase One

Southeast Conference is seeking proposals from qualified transportation and analysis firms to develop Phase One of a two-phase project that will culminate in a proposed strategic plan that includes a long-term, comprehensive operational and business plan for the Alaska Marine Highway System. The purpose of the plan is to ensure a financially sustainable Alaska Marine Highway System that meets the needs of those it serves for at least the next 25 years.

Phase One of this project is to identify alternative governance structures for the Alaska Marine Highway System. Through expert analysis and a thorough public process, a formal recommendation will be made for an effective and responsive management model.

Phase One will also include a statewide summit to be held late in the summer of 2016. The primary deliverable of the statewide summit will be consensus on the AMHS mission, core purpose and objectives.

This project, managed by Southeast Conference, will be guided by a steering committee of marine transportation professionals, public officials, user groups and governance experts. Proposers are expected to evaluate existing governance structures, review prior studies of the AMHS and collaboratively create a proposal recommending governance models for review by the public and State of Alaska.

The findings and recommendations of this project will lead into Phase Two when a “comprehensive operational and business plan” is developed. Nothing in the award of a Phase One contract obligates Southeast Conference to award subsequent work to the Phase One contractor, nor does it disqualify the Phase One contractor from performing further work on subsequent phases.

TABLE OF CONTENTS

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS.....	4
1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS.....	4
1.02 CONTRACT TERM AND WORK SCHEDULE	4
1.03 PURPOSE OF THE RFP	5
1.04 BUDGET.....	5
1.05 LOCATION OF WORK AND TRAVEL.....	5
1.06 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
1.07 REQUIRED REVIEW	6
1.08 QUESTIONS RECEIVED PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	6
1.09 AMENDMENTS	6
1.10 ALTERNATE PROPOSALS.....	6
1.11 RIGHT OF REJECTION.....	6
1.12 SOUTHEAST CONFERENCE NOT RESPONSIBLE FOR PREPARATION COSTS	7
1.13 DISCLOSURE OF PROPOSAL CONTENTS.....	7
1.14 SUBCONTRACTORS	7
1.15 JOINT VENTURES	7
1.16 OFFEROR'S CERTIFICATION	8
1.17 CONFLICT OF INTEREST	8
1.18 RIGHT TO INSPECT PLACE OF BUSINESS	8
1.19 NEWS RELEASES.....	8
1.20 ASSIGNMENT	9
1.21 DISPUTES.....	9
SEVERABILITY	9
1.22 ALASKA AND FEDERAL REQUIREMENTS	9
2. SECTION TWO STANDARD PROPOSAL INFORMATION.....	9
2.01 AUTHORIZED SIGNATURE.....	9
2.02 AMENDMENTS TO PROPOSALS.....	9
2.03 SUPPLEMENTAL TERMS AND CONDITIONS	9
2.04 CLARIFICATION OF OFFERS	10
2.05 DISCUSSIONS WITH OFFERORS	10
2.06 PRIOR EXPERIENCE.....	10
2.07 EVALUATION OF PROPOSALS.....	11
2.08 VENDOR TAX ID.....	11
2.09 F.O.B. POINT	11
2.10 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	11
2.11 CONTRACT NEGOTIATION	11
2.12 FAILURE TO NEGOTIATE.....	11
2.13 NOTICE OF INTENT TO AWARD (NOI) — OFFEROR NOTIFICATION OF SELECTION	12
2.14 PROTEST	12
3. SECTION THREE STANDARD CONTRACT INFORMATION	12
3.01 CONTRACT TYPE	12
3.02 CONTRACT APPROVAL	12
3.03 STANDARD CONTRACT PROVISIONS.....	12
3.04 PROPOSAL AS A PART OF THE CONTRACT.....	13
3.05 ADDITIONAL TERMS AND CONDITIONS	13
3.06 INSURANCE REQUIREMENTS.....	13
3.07 CONTRACT FUNDING.....	13

Southeast Conference
 Alaska Marine Highway System:
 Comprehensive Business and Operational Plan Phase One

3.08	PROPOSED PAYMENT PROCEDURES	13
3.09	CONTRACT PAYMENT	13
3.10	INFORMAL DEBRIEFING	13
3.11	CONTRACT PERSONNEL	13
3.12	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	14
3.13	TERMINATION FOR DEFAULT	14
3.14	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	14
3.15	CONTRACT INVALIDATION	14
3.16	NONDISCLOSURE AND CONFIDENTIALITY	14
3.17	INDEMNIFICATION	15
4.	SECTION FOUR BACKGROUND INFORMATION	15
4.01	BACKGROUND INFORMATION	15
5.	SECTION FIVE SCOPE OF WORK	16
5.01	SCOPE OF WORK	16
5.02	DELIVERABLES	17
6.	SECTION SIX PROPOSAL FORMAT AND CONTENT	18
6.01	PROPOSAL FORMAT AND CONTENT	18
6.02	INTRODUCTION	18
6.03	UNDERSTANDING OF THE PROJECT	18
6.04	METHODOLOGY USED FOR THE PROJECT	18
6.05	MANAGEMENT PLAN FOR THE PROJECT	18
6.06	EXPERIENCE AND QUALIFICATIONS	18
6.07	COST PROPOSAL	19
6.08	EVALUATION CRITERIA	19
7.	SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION	19
7.01	UNDERSTANDING OF THE PROJECT (10 PERCENT)	19
7.02	METHODOLOGY USED FOR THE PROJECT (25 PERCENT)	20
7.03	MANAGEMENT PLAN FOR THE PROJECT (25 PERCENT)	20
7.04	EXPERIENCE AND QUALIFICATIONS (40 PERCENT)	20
8.	SECTION EIGHT PROPOSAL EVALUATION FORM	22
8.01	UNDERSTANDING OF THE PROJECT — 10 PERCENT	22
8.02	METHODOLOGY USED FOR THE PROJECT — 25 PERCENT	23
8.03	MANAGEMENT PLAN FOR THE PROJECT — 25 PERCENT	23
8.04	EXPERIENCE AND QUALIFICATIONS — 40 PERCENT	24
8.05	EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____	25

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit two (2) hard copies and one electronic copy of their proposal, in a sealed package. The sealed proposal package must be addressed as follows:

Southeast Conference
Attention: *Procurement Officer*
Request for Proposal (RFP) Number: *2016-01*
Project name: ***Alaska Marine Highway System:
Comprehensive Operational and Business Plan***
*612 W. Willoughby Avenue, #B
Juneau, Alaska 99801*

Proposals must be received no later than 5:00 pm Alaska Time on **Monday, June 30, 2016**. Faxed, emailed or oral proposals are not acceptable.

It is the offeror's responsibility to contact the issuing agency at **(907)586-4356** to confirm that the proposal has been received. Southeast Conference is not responsible for unreadable, corrupt, or missing attachments.

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

**QUESTIONS CONCERNING THIS RFP MUST BE
DIRECTED TO THE CONTACT BELOW:**

PROCUREMENT OFFICER: PHONE **907-586-4356** - FAX **907-463-5670**

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents Southeast Conference's best estimate of the schedule. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days at the discretion of Southeast Conference.

The length of the contract will be from the date of award, approximately until completion of all deliverables, approximately **November 18, 2016** or as negotiated in the contract.

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

The proposed contract schedule is as follows:

- Issue RFP **June 10, 2016**,
- Deadline for Receipt of Proposals **June 30, 2016**,

- Proposal Evaluation Committee complete evaluation by **July 7, 2016**,
- Notice of Intent awarded by **July 8, 2016**,
- Southeast Conference issues contract **Monday, July 13, 2016**,
- Contractor submits public engagement materials and outline of plan **July 20, 2016**,
- Public engagement in statewide transportation summit **August 2016**, (ongoing throughout project). AMHS mission, purpose and objectives established.
- Contractor submits first *monthly* progress update to Southeast Conference **September 1, 2016 and each month thereafter for the remainder of the contract period**. Monthly report must include supporting documentation and analysis of findings that reflects the deliverables in the Scope of Work,
- Case studies, key findings, draft recommendations to project Steering Committee **September 20-22, 2016**, during Southeast Conference annual meeting in Petersburg.
- Draft recommendation and governance plan to Steering Committee by **October 31, 2016**, (including recommended legislative changes necessary for implementation).
- Contractor submits final governance plan with stakeholder feedback by **November 18, 2016**.

1.03 Purpose of the RFP

Southeast Conference is seeking proposals from qualified transportation and analysis firms to produce a comprehensive operational and business plan with an effective and efficient governance structure to insure a financially sustainable Alaska Marine Highway System.

The firm selected will be required to develop the plan based on a comprehensive analysis of the entire marine transportation system, from Southeast Alaska and Prince William Sound through Southwest Alaska, that addresses the basic transportation and shipping needs of Alaskans and completes the scope of work (Section 5).

1.04 Budget

Southeast Conference estimates a budget of between **\$30,000** and **\$40,000** dollars for completion of this project, including travel for presentations in Anchorage and Petersburg. Proposals priced at more than **\$40,000** will be considered non-responsive. Contract award is contingent on receipt of anticipated project funds from the State.

1.05 Location of Work and Travel

The project will be managed by Southeast Conference, based in Juneau, Alaska and a steering committee that will be representing and possibly located in various locations around the state. Regular communications will be required for a successful project. Monthly meetings are estimated, and when appropriate it may be agreed by both parties that some meetings will occur by phone. A thorough statewide public engagement process will be required. All information discussed should be provided in writing to Southeast Conference.

Southeast Conference is able to lease workspace to the contractor at a negotiated rate. In addition, contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for trips to Juneau, as well as other travel as required. Offerors need to

propose an adequate outreach methodology, timeline and itemized cost.

1.06 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.

1.07 Required Review

Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at Southeast Conference 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 solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.08 Questions Received Prior to Deadline for Receipt of Proposals

All questions must be submitted in writing and directed to the procurement officer at Southeast Conference.

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.

1.09 Amendments

If an amendment is issued, it will be posted on the Southeast Conference project website and provided to all who were mailed a copy of the RFP as well as those who have registered through email with the procurement officer after receiving the RFP from the Southeast Conference web site.

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP. 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.

Minor informalities may be waived by the procurement officer that does 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;

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

1.12 Southeast Conference Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of Southeast Conference and may be returned only at Southeast Conference's option.

1.14 Subcontractors

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

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 request:

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

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

1.15 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their

rights and responsibilities regarding performance and payment.

1.16 Offeror's Certification

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

- (a) all terms and conditions set out in this RFP;
- (b) All applicable State and Federal laws, including:
 - i. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
 - ii. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
 - iii. the applicable portion of the Federal Civil Rights Act of 1964;
- (c) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (d) that the offers will remain open and valid for at least 90 days; and
- (e) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. Southeast Conference reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. Southeast Conference's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

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

1.19 News Releases

News releases related to this RFP will not be made without prior approval of Southeast Conference.

1.20 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.21 Disputes & Severability

Disputes: The Parties agree to enter into good faith negotiations to resolve any disputes that arise out of or relate to this Agreement. If such a dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation. Any and all litigation shall be filed in the First Judicial District, Juneau, Alaska.

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.

1.22 Alaska and Federal Requirements

The offeror must identify all known State of Alaska and federal requirements that apply to the proposal, the evaluation, or the contract, if any.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Amendments to Proposals

Amendments to proposals will only be allowed if requests are received prior to the deadline that is set for receipt of proposals. No amendments will be accepted after the deadline.

2.03 Supplemental Terms and Conditions

After award of contract:

- a) 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
- b) if Southeast Conference'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.

2.04 Clarification of Offers

In order to determine if a proposal is compliant and eligible for award, communications by the procurement officer or evaluation committee 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 may be adjusted as a result of a clarification under this section.

2.05 Discussions with Offerors

Southeast Conference may conduct discussions with offerors. 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. 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.

2.06 Prior Experience

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

Professional experience in transportation, business and the maritime industry is required, with an emphasis in strategic planning for successful business operations.

Strengths in the following areas preferred:

- Public agency and private sector business and unit growth strategy planning experience
- Community outreach and government coordination at local, state, Tribal and federal level
- Public transportation and inter-modal partnerships
- Experience developing strategic turnaround plans for business and government agency restructuring
- Performance improvement planning and supply chain management experience
- Labor relations and personnel management
- Fleet and network optimization, asset management
- Information Technology background
- Customer strategy including marketing and pricing
- Regulatory compliance and legislative oversight

An offeror's failure to meet minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Preferred criteria is considered a plus and not a requirement.

2.07 Evaluation of Proposals

The procurement officer, and a steering committee made up of at least three Alaska Regional Development Organization (ARDOR) employees or appointed steering committee members will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

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.

2.08 Vendor Tax ID

A valid Vendor Tax ID must be submitted with the proposal or within five days of Southeast Conference's request.

2.09 F.O.B. Point

All services through this contract will be F.O.B. final destination to Southeast Conference.

2.10 Alaska Business License and Other Required Licenses

Offerors must comply with any and all applicable state laws.

2.11 Contract Negotiation

After final evaluation, the procurement officer will negotiate first 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, Southeast Conference may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at Southeast Conference in *Juneau*, Alaska.

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

2.12 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 Southeast Conference, after a good faith effort, simply cannot come to terms,

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

2.13 Notice of Intent to Award (NOI) — Offeror Notification of Selection

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award (NOI) and post on the Southeast Conference website. The NOI will identify the proposal selected for award.

2.14 Protest

Offerors have five (5) days from the date of the NOI to protest award of contract. All protests must be received in writing at the Southeast Conference office no later than the close of business on the seventh day after NOI publication. Southeast Conference will respond within three business days.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type: Firm Fixed Price Contract

This RFP is intended to result in the award of a fixed price contract. Because of the volume of work and background materials already in the public record, it is estimated that Phase One (this contract) should cost an amount not to exceed \$40,000. Many of these documents can be found at <http://www.seconference.org/transportation-issues> and the State of Alaska website including <http://www.dot.state.ak.us/amhs/>

3.02 Contract Approval

This RFP does not, by itself, obligate Southeast Conference to negotiate with any party or award a contract. Southeast Conference's obligation will commence when the contract is approved by the Executive Director of Southeast Conference and as stipulated by the Board of Directors. Upon written notice to the contractor, Southeast Conference may set a different starting date for the contract. Southeast Conference 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 Southeast Conference.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the Standard Contract Agreement for Professional Services provided by Southeast Conference. The contractor must comply with the contract provisions set out. No alteration of these provisions will be permitted without prior written approval by both parties.

3.04 Proposal as a Part of the Contract

All of this RFP and the successful proposal will be incorporated into the contract.

3.05 Additional Terms and Conditions

Southeast Conference 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.

3.06 Insurance Requirements

Offerors are responsible for the health, safety and conduct of their employees and sub-contractors and shall hold Southeast Conference, steering Committee members and all other parties harmless. Offerors are responsible to supply any and all insurance requirements needed for performance of this work.

3.07 Contract Funding

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

3.08 Proposed Payment Procedures

Southeast Conference will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by Southeast Conference. The final payment will not be made until the entire contract has been completed and approved by Southeast Conference.

3.09 Contract Payment

No payment will be made until the contract is approved by the Executive Director of *Southeast Conference in accordance with directives from Southeast Conference Board of Directors*. Under no conditions will Southeast Conference be liable for the payment of any interest charges associated with the cost of the contract.

3.10 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of Southeast Conference. The scope of the debriefing will be limited to the work performed by the contractor.

3.11 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by Southeast Conference. Personnel changes that are not approved by Southeast Conference may be grounds to terminate the contract.

3.12 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 Southeast Conference. Southeast Conference may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Southeast Conference 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.

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

3.13 Termination for Default

If Southeast Conference 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, Southeast Conference may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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, Southeast Conference 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.

The contractor will not commence additional work until the project director has secured any required Southeast Conference approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Southeast Conference.

3.15 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.16 Nondisclosure and Confidentiality

Contractor agrees that any and 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. The contractor must promptly notify Southeast Conference 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 Southeast Conference 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 Southeast Conference classification and categorization guidelines provided by Southeast Conference 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.).

3.17 Indemnification

Contractor shall indemnify, defend, and hold harmless both Southeast Conference (and the State of Alaska) from and against any claim of, or liability for, negligent acts, errors, and omissions of the SEC under this agreement. Contractor shall not be required to indemnify, defend, or hold harmless SEC for a claim of, or liability for, the independent negligent acts, errors, and omissions of the SEC. If there is a claim of, or liability for, a joint negligent act, error or omission of the Contractor or the SEC and, the indemnification, defense and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, Contractor and “SEC” include the employees, agents and other contractors who are directly responsible, respectively, to each. In this provision, “independent negligent acts, errors, or omissions” mean negligence other than in the SEC’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Background information concerning this project is available in quite a large number of previous studies that are quite comprehensive and part of the public record, including the following:

In 2002, Southeast Conference contracted the Alaska Marine Highway System Improvement Study, Part I. The study examined the health and sustainability of the ferry system. The study’s findings, which are still true today, concluded that:

- The Marine Highway serves critical infrastructure needs;
- The system is in financial crisis
- The issue of how to make the Marine Highway system financially sustainable has not been resolved;
- The current operating model is outmoded;

- The existing management structure may not be sufficient for the future, and that other models exist that are worthy of consideration

The study recommended that a more in-depth analysis be performed to answer the following questions:

- What sustainable level of service that meets the basic transportation and shipping needs of Alaskans will the Marine Highway System be able to provide in the future?
- What are the financial implications of that service?
- How will a balance of needed service and acceptable cost be identified and implemented?
- What entity or combination of entities is most likely to operate the System in a way that achieves the best possible mix of cost control, service provision for both passengers and freight, and revenue generation?
- What mix of public funding (federal, state, and local) and earned income will provide for the most stable basis for Alaska's marine transportation infrastructure, and how can it be achieved?

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

Southeast Conference is seeking proposals from qualified transportation and analysis firms to develop Phase One of a two-phase project that will culminate in a strategic plan that includes a long-term, comprehensive operational and business plan for the Alaska Marine Highway System. The purpose of the plan is to ensure a financially sustainable Alaska Marine Highway System that meets the needs of those it serves for at least the next 25 years. The Alaska Marine Highway System currently operates under a governance model many consider to be ineffective. The development of management and operational models should be financially sustainable and meet the needs of users.

Phase One of this project is to identify alternative governance structures for the Alaska Marine Highway System. Through expert analysis and a thorough public process, a formal recommendation will be made for an effective and responsive management model. Phase One will also include a statewide summit to be held late in the summer of 2016. The primary deliverable of the statewide summit will be consensus on the AMHS mission, core purpose and objectives.

This project, managed by Southeast Conference, will be guided by a steering committee of marine transportation professionals, public officials, user groups and governance experts. Proposers are expected to evaluate existing governance structures, review prior studies of the AMHS and collaboratively create a proposal recommending governance models for review by the public and State of Alaska.

The findings and recommendations of this project will lead into Phase Two when a "comprehensive operational and business plan" is developed. Nothing in the award of a Phase One contract obligates Southeast Conference to award subsequent work to the Phase One contractor, nor does it disqualify the Phase One contractor from performing further work on subsequent phases.

Phase One Scope of Work

- Participate in the statewide AMHS stakeholders' transportation summit to be held in late summer 2016. It is likely that this meeting will be held in August in Anchorage, Alaska.
- Receive input from conferees and steering committee in forming the AMHS mission, core purpose and system objectives, which is the contract's first deliverable.
- Examine existing AMHS management, governance structure and previous studies to update and summarize key challenges and constraints for the marine highway system;
- Identify key governance factors for a high-performing modern marine transportation system that would be most applicable to Alaska;
- Provide brief case studies of comparable transportation models where successful system reform has led to increased system operational efficiency and revenues. One example should be from outside North America (possibly Norway);
- Develop at least three management model alternatives, with key components best suited to being responsive to critical community needs while effectively growing revenues. Emphasis should be on operational efficiency while providing for stakeholder input;
- Propose alternative management and governance structures to operate the system in a way that achieves the optimal mix of service provision for passengers and freight, cost control, and revenue generation;
- Identify legislative, financial, legal and other issues that must be addressed in order to make a new governance structure function effectively;
- Identify business and community partnerships that can be developed to create revenue opportunities and cost savings for the Alaska Marine Highway System; and,
- Recommend the best governance structure to operate the System that achieves the best possible leadership that is unencumbered by political influence to the maximum extent possible.
- Participate in the statewide public engagement process that will guide this effort, including monthly teleconferences with the project steering committee which are public meetings designed to receive statewide stakeholder input.
- Collaborate with the steering committee in development of Phase Two scope of work.
- Deliver case studies and draft recommendations to the steering committee during the Southeast Conference annual meeting held September 20-22 in Petersburg, AK.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

- (a) *Alaska Marine Highway System mission statement, values and system objectives*
- (b) At each progress meeting, provide supporting documentation for work outlined in the Scope of Work that is in progress and/or completed
- (c) An analysis of findings documented for each directive outlined in the Scope of Work
- (d) Outreach materials for statewide public engagement meetings
- (e) Case studies of comparable transportation models where successful system reform has led to increased system operational efficiency and revenues. One example should be from outside North America (possibly Norway)
- (f) Draft report with recommendation for governance structure or combination of structures best suited to operate the AMHS in an economically optimal way that

- meets user needs including necessary legislative or administrative actions for any changes in law or governance that may be required to implement recommendations.
- (g) Final written Plan that is responsive to stakeholder and steering committee feedback.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person Southeast Conference should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.04 Methodology Used for the Project

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

6.05 Management Plan for the Project

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 Southeast Conference's project schedule.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to 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 and provide the following information about each person listed:

- a. Title,
- b. Resume,
- c. Previous related experience
- d. Location(s) where work will be performed,
- e. Itemize the total cost and the number of estimated hours for each individual named above.

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

6.07 Cost Proposal

Cost proposals must include the total fixed price including complete costs to perform the scope of work including travel costs for contractor personnel to at least the AMHS stakeholders' transportation summit meeting in Anchorage and the Southeast Conference annual meeting in Petersburg, AK. They must include an itemized list of 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 and percentage of each person's time devoted to the project.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section SEVEN.

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

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

7.01 Understanding of the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [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 Southeast Conference expects it to provide?
- [d] Has the offeror demonstrated an understanding of Southeast Conference's time schedule and can meet it?

7.02 Methodology Used for the Project (25 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03 Management Plan for the Project (25 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear and sufficient?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] To what degree is the proposal practical and feasible?
- [h] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (40 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SECTION EIGHT PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

8.01 Understanding of the Project — 10 Percent

Maximum Point Value for this Section - 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables Southeast Conference expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of Southeast Conference's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 8.01 _____

8.02 Methodology Used for the Project — 25 Percent

Maximum Point Value for this Section - 25 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 8.02 _____

8.03 Management Plan for the Project — 25 Percent

Maximum Point Value for this Section - 25 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear and sufficient?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[h] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 8.03 _____

8.04 Experience and Qualifications — 40 Percent

Maximum Point Value for this Section - 40 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm:

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 8.04 _____

8.05 EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____