

Department of Administration Division of Administrative Services 333 Willoughby Avenue, 10th Floor State Office Building PO Box 110208, Juneau, AK 99811-0208

REP 2014-0200-2524 Date of Issue: April 2, 2014

Title and Purpose of RFP:

Actuarial Consulting Services

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Emmanuel Feliciano Procurement Officer Department of Administration

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit one copy of their technical proposal and one copy of their cost proposal, in writing, to the procurement officer in a sealed package. The cost proposal can be included with the package but it must be sealed separately and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Administration Division of Administrative Services Attention: Emmanuel Feliciano Request for Proposal (RFP) Number: 2014-0200-2524 Project name: Actuarial Consulting Services

Mailing Address:

PO BOX 110208 Juneau, AK 99811-0208

Physical Address:

333 Willoughby Avenue Commissioner's Office 10th Floor, State Office Building Juneau, AK 99801

Proposals must be received no later than 4:30 P.M. (Alaska Time) on April 25, 2014. Faxed, emailed and oral proposals are not acceptable. Failure to submit a proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Important Note: There is no overnight express mail delivery to Juneau, Alaska. All expedited mail services take at least two nights. All questions concerning this RFP must be directed to the Procurement Officer:

Emmanuel Feliciano 907-465-5762 emmanuel.feliciano@alaska.gov

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial period of performance will be from July 1, 2014 through June 30, 2019, with two two-year renewal options, to be exercised solely at the option of the State.

Unless otherwise provided in this RFP, the State and the successful Offeror 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 approximate contract schedule is as follows:

- Issue RFP April 2, 2014
- Pre-Proposal Conference at 10:30 P.M. (Alaska Time) on April 9, 2014 in the State Office Building 10th fl.
- Deadline for Receipt of Proposals 4:30 P.M. (Alaska Time) on April 25, 2014
- Contract start July 1, 2014

1.03 Purpose of the RFP

The Department of Administration (DOA), Division of Retirement and Benefits (DRB) and the Alaska Retirement Management Board (ARMB), are soliciting proposals to provide Actuarial Consulting Services for the retirement systems administered by DRB.

1.04 Budget

The budget is estimated at \$3,750,000 dollars for the initial five-year term of this contract July 1, 2014 through June 30, 2019, subject to legislative appropriation.

1.05 Location of Work

By signature on their proposal, the offeror certifies that all services provided under this contract by the Offeror 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 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: http://www.state.gov/g/tip/

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

1.07 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.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow 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 time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed 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.

1.10 Amendments

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

1.11 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.

1.12 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

1.13 State Not Responsible for Preparation Costs

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

1.14 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.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors or Joint Ventures

Subcontractors or Joint ventures will not be allowed.

1.16 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) 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 [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the Offeror 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 (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Administration 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. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

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

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 Assignment

Per 2 AAC 12.480, the Offeror may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 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.

1.24 Federal Requirements

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

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 opening date.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 10:30am, Alaska Time, on Wednesday April 9, 2014, in the Department of Administration, Division of Administrative Services conference room on the 10th floor of the State Office Building in Juneau, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP.

Offerors are not required to attend in person; instead, they can call 1-800-315-6338 and enter the participating PIN code 2667 followed by the # key—to participate in the meeting. Questions and answers will be posted as an amendment to the RFP on the State's Online Public Notice website: <u>http://aws.state.ak.us/OnlinePublicNotices/</u>

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 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.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 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:

- 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 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.

2.06 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.

2.07 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.

2.08 Prior Experience

Offerors must provide proof that they **have at least 15 or more years of experience** in providing actuarial valuation, reviews and experience studies to similar types of retirement systems as those listed in this RFP. The systems similarity must be in size and composition.

The Offerors' Actuaries must be members of the American Academy of Actuaries. **Proof of membership is required.**

An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered not responsible.

Responsibility: In determining responsibility and as allowed in 2 AAC 12.500; the State reserves the right to request supplementary information to assure prospective Offerors have a satisfactory record of performance, are qualified legally to contract with the State, and have supplied all necessary information in connection with an inquiry concerning responsibility. Additionally, the State reserves the right to require prospective Offerors to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel.

2.09 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 SIX 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.

2.10 Vendor Tax ID

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

2.11 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 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, P. O. 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:

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

2.12 Application of Preferences

Certain preferences apply to all contracts for professional services, 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 Department of Administration, Division of General Service's web site:

http://doa.alaska.gov/dgs/policy.html

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 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.

2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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 Affidavit

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.14 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] as an Alaska bidder and is a:

- (1) sole proprietorship owned by an Alaska veteran;
- (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (4) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.15 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SIX to determine the value or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 -	Non-Alaskan Offeror	\$40,000
Offeror #2 -	Alaskan Offeror	\$42,750
Offeror #3 -	Alaskan Offeror	\$47.500

[STEP 2]

Convert cost to points using this formula.

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] (Cost of Each Higher Priced Proposal) = POINTS

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

\$40,000 Lowest Cost	х	40 Max Points	=	1,600,000	+	37.4 pints
Offeror #3 re	eceiv	es 33.7	points.			
\$40,000 Lowest Cost	x	40 Max Points	=	1,600,000	+	3.7 Dints

2.16 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

100	x 10%	= 10
Total Points	Alaskan Offerors	Number of Points
Available	Percentage Preference	Given to Alaskan Offerors
	-	Under the Preference

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points Offeror #2 - 80 points Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - **89 points** Offeror #2 - **90 points** Offeror #3 - **98 points**

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the DRB conference room on the 6th floor of the State Office Building in Juneau, Alaska.

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

2.18 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.

2.19 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.20 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:

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

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

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a *Firm Fixed Price* contract.

3.02 Contract Approval

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 Administration, or the Commissioner's designee. Upon written notice to the Offeror, the state may set a different starting date for the contract. The state will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 Standard Contract Provisions

The Offeror will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The Offeror must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B2, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

3.07 Contract Funding

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

3.08 Proposed Payment Procedures

The state will make payments based on monthly invoices for services provided during that month. Each invoice will require a Summary Page that includes a breakdown of expenses by project worked on during the fiscal year, the summary page will have:

- Split between by "Regular Services" and "Non-Regular Services"
- Total for each project billed for the month
- Fiscal year to date total for each project worked on during the fiscal year
- Grand total for all projects billed for the month
- Grand total for all projects billed for the fiscal year

The monthly invoices will also include detailed billing information for each project worked on during that month. The following information must be provided for each project before payment can be approved:

- Description of Service
- SOA pre-approved not-to-exceed price
- State of Alaska requestor for the project
- Staff's Name
- Staff's Title
- Hours worked for each Staff
- Hourly rate for each Staff
- Total fees billed for each consultant
- Other related expenses, including any travel

No payment will be made until the Summary Page and invoice have been approved by the Project Director. Prior approval from the Project Director is required if costs for a project deemed "Non-Regular Services" exceeds \$5,000.

Travel Cost: The state will pay for all travel expenses of Offeror's personnel required to perform service in Alaska as describe in this RFP. All necessary travel must be approved by the Project Director and will be reimbursed in accordance with the state travel policies as provided in Alaska Administrative Manual (AAM) 60 – Travel, which allows reimbursement for coach airfare, actual lodging cost, and meal and incidental expenses allowable rates. Offeror will use good faith, diligent effort to minimize such expenses.

Reimbursement for airline travel costs under this contract shall be limited to coach class. The Offeror will not bill the State for personnel time in travel status, except for that time during which the individual has performed work on the State's matter while in travel status.

Reimbursement of hotel costs shall be at cost as invoiced. The Offeror shall, when possible, utilize moderately priced hotels comparable to those used by Department of Administration employees.

Reimbursement for meals shall be limited to the same maximum allowed for state employees under the state Administrative Manual. No reimbursement shall be made for alcoholic beverages, entertainment, or what might otherwise be considered normal living expenses.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Administration 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.

3.10 Informal Debriefing

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

3.11 Contract Personnel

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

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The Offeror 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 may instruct the Offeror to make corrections or modifications if needed in order to accomplish the contract's intent. The Offeror will not unreasonably withhold such changes.

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

3.13 Termination for Default

If the project director determines that the Offeror 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 Offeror, terminate the Offeror's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of **Appendix A** [Attachment H].

3.14 Contract Changes - Unanticipated Amendments

During the course of this contract, the Offeror 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 Offeror a written description of the additional work and request the Offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. If additional work is requested, the hourly rate offered in the cost proposal must be used to calculate the cost of the amendment. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Offeror will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

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

Offeror 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 Offeror 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 Offeror with all applicable federal and state law, including the Social Security Act and HIPAA. The Offeror 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 Offeror or a Offeror agent or otherwise made available to the Offeror or a Offeror agent in connection with this contract, or acquired, obtained or learned by the Offeror or a Offeror agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the Offeror 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 Offeror 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 Offeror 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 Offeror must be provided to the state within a reasonable time after the Offeror's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

3.17 General Contract Administration Arrangement

The resulting contract of this RFP is to provide services to DRB, the ARMB and DOA's Commissioner. Each agency will be responsible for managing the work that relates to them and remit payments accordingly for services they request. The Offeror will invoice the agencies individually for services performed and delivered to each separately.

SECTION FOUR BACKGROUND INFORMATION

4.01 DRB Retirement Plans

The plans that are subject to this RFP include:

Public Employees' Retirement System (PERS)

This three-tiered defined benefit system has approximately 70,000 active, deferred vested, non-vested, and retired members. Permanent full-time and part-time employees of the State and participating political subdivisions are required to participate in the PERS. Special provisions exist in the PERS for peace officers and fire fighters. There are currently 159 employers in the system. PERS is a cost-sharing, multiple-employer system. The cost of health benefits is pre-funded in this system. Information is maintained in an electronic format. *(Ref. PERS Information Handbook and PERS AS 39.35)*

Teachers' Retirement System (TRS)

This two-tiered defined benefit system has approximately 21,000 active, deferred vested, non-vested and retired members. Permanent full-time and part-time teachers and eligible administrators are required to participate in the TRS. There are currently 58 employers in the system. TRS is a cost-sharing, multiple-employer system. The cost of health benefits is pre-funded in this system. Information is maintained in an electronic format. (*Ref. <u>TRS Information Handbook and TRS AS 14.25</u>)*

Judicial Retirement System (JRS)

There are approximately 190 active, deferred vested and retired JRS members. JRS is a single employer defined benefit system (State of Alaska). The cost of health benefits is pre-funded in this system. Information is maintained in an electronic format. (*Ref. JRS AS 22.25.010*)

National Guard/Naval Militia Retirement System (NGNMRS)

There are approximately 6,400 NGNMRS members. NGNMRS is a single employer defined benefit system (State of Alaska). NGNMRS data is maintained manually. Health benefits are not provided by this system. (*Ref. <u>NGNMRS AS 26.05.222</u>*)

Elected Public Officers Retirement System (EPORS)

There are approximately 62 active, deferred vested and retired members and one employer (State of Alaska) in the system. The EPORS has been repealed and is a closed system. Member who were in the system before it was repealed are eligible for benefits. The EPORS is a pay-as-you-go system and is funded annually through a legislative appropriation. Data is maintained manually for the EPORS. (*Ref. <u>EPORS AS 39.37</u>*)

PERS Defined Contribution Retirement Plan (PERS DCR)

This plan covers PERS members hired after July 1, 2006. There are approximately 15,000 active, terminated and entitled to future benefits, and retired members. Permanent full-time and part-time employees of the State and participating political subdivisions are required to participate in the PERS. Special provisions exist in the PERS for peace officers and fire fighters. There are currently 159 employers in the system. This is a defined contribution plan that includes a medical plan, occupational disability and death benefits, and a Health Reimbursement Arrangement (HRA). The cost of health benefits is pre-funded in this system. Information is maintained in an electronic format. (*Ref. <u>PERS & TRS - DCR Information Handbook</u> and <u>PERS - DCR AS 39.35.700</u>)*

TRS Defined Contribution Retirement Plan (TRS DCR)

This plan covers TRS members hired after July 1, 2006. There are approximately 4,000 active, terminated and entitled to future benefits, and retired members. Permanent full-time and part-time teachers and eligible administrators are required to participate in the TRS. There are currently 58 employers in the system. This is a defined contribution plan that includes a medical plan, occupational disability and death benefits, and a Health Reimbursement Arrangement (HRA). The cost of health benefits is pre-funded in this system. Information is maintained in an electronic format. (*Ref. <u>PERS & TRS - DCR Information Handbook</u> and <u>TRS - DCR AS 14.25.310</u>)*

SECTION FIVE SCOPE OF WORK

5.01 Regular Services

The work to be performed on a regular basis under this contract will include:

Perform annual actuarial valuation for retirement plans

The valuation process must be completed as of June of each year of the following plans:

- PERS and TRS defined benefit plans and defined contribution plans, including a valuation of the PERS and TRS DCR Plans for the Occupational Death and Disability Plans and the Retiree Medical Plans.
- Retiree Health Fund and the Retiree Health Care Trusts (PERS, TRS, and JRS) established in accordance with SB 141 to determine necessary adjustments in premiums to fund the health plans. The results must be included in the report of actuarial valuations of each plan.

Upon issuing the annual valuations on the PERS and TRS defined benefit retirement plan, the Offeror will provide a report on the effect, if any, of the State's Defined Contribution plan for PERS and TRS has and is expected to have on the funding of the PERS and TRS defined benefit retirement plan.

In addition, the Offeror will calculate the amount of the on-behalf payment to be paid by the State of Alaska above the statutory employer contributions rates set in Alaska Statute.

Perform biennial actuarial valuation for retirement plans

The valuation process must be completed as of June every two years of the following plans:

- JRS and NGNMRS Plans (an "update" or "roll-forward" of the prior valuation is performed in the off year)
- EPORS Plan (this will be performed as per State's request which usually is biennial)

Perform annual actuarial projections of plans liabilities for each system

These analyses are performed as part of the actuarial valuation to help the State evaluate expected long-term trends in the contribution requirements to help budget retirement expenses. It is also performed, as needed, to determine the long-term effect of substantial proposed legislation. These projections are done based on the next 25 years under three population change assumptions. This is combined with project assets to determine expected future funding levels and contribution requirements under each population assumption.

Perform annual review for actuarial valuations

These reviews are in regards to the retiree medical assumptions for PERS and TRS Defined Benefit plans and the retiree medical assumptions for PERS and TRS defined contribution plans.

Provide actuarial valuation reports for each plan

Reports must be delivered to the Retirement Systems by the Offeror no later than 90 days after the complete set of data for the analysis has been delivered, and all data must be reported in both hard copy and electronically. These reports are based upon data as on June 30 each year and must be completed for presentation to the Alaska Retirement Management Board at its spring meeting. These meetings are usually scheduled for early February of the next year. Drafts are due by February 1. Final reports must be available by March 15. Each report must be in a format that may be incorporated into the respective audited annual financial reports and subsequent Comprehensive Annual Financial Reports (CAFRs) for the PERS, TRS, and State of Alaska. Reports must include all of the following:

- All schedules required to comply with necessary GASBS 25, 34, 37, 38, 50, 67, 68, and 71-depending the year
- All data for financial statement disclosures for each of the four defined benefit plans (PERS, TRS, JRS, NGNMRS) and two defined contribution plans (PERS, TRS) as required by the GASB and the Government Finance Officers Association's
- Summary of principal results for each system showing recommended contribution rates (normal and accrued liability)
- Number of active and inactive members (vested and non-vested)
- Retirees and beneficiaries
- Summary of actuarial assumptions used in the most recent actuarial valuation
- Gain/Loss analyses for each systems, describing the reasons for changes
- A comparative summary of key actuarial valuation results for each system, including the retiree health components for PERS, TRS, and JRS. The summary must contain:
 - o Certification of actuarial valuation
 - o Funding status based on accrued liabilities and assets of the plans
 - Description/analysis of each type of change that occurred to the plan funding ratios based on actuarial value and fair value of assets
 - o Recommended contributions rates (normal and past service)
 - o Summary of actuarial gains / losses and other changes during the year
- A report on the actuarial soundness of trust funds that contain
 - Funding policy and objective
 - o Current and projected funding levels
 - Current and projected contribution
 - Actuarial assumption
- A glossary of terms

The majority of data will be provided in MS EXCEL format or any other reporting format if agreed. The current and historical data for the EPORS and NGNMRS will be provided in MS EXCEL format to the Offeror.

Note: The State has developed a combined retirement data system (CRS), which includes PERS, TRS, and JRS.

Perform an experience study of the PERS & TRS Defined Benefit plans

These studies are to be performed once every four-year to determine the consistency of established assumptions with actual experience. The reports of these studies must be delivered to the Retirement Systems by the Offeror no later than 90 days after the complete set of data for the analyses has been delivered. All data must be reported in both hard copy and electronic.

Provide Fiscal Impact Statement to the Retirement Systems staff

When legislative bills that affect the pension and health benefits administered by DRB are introduced, DRB is responsible for providing fiscal impact analysis of such bills to the Legislature. The Alaska State Legislature meets in annual sessions beginning each January. The information will be made available orally and electronically no later than two business days from the day requested.

5.02 Non-Regular Services and Other Expectations

The work to be performed on-as needed or on-as requested basis under this contract will include:

Provide consulting and guidance to Retirement System staff

The staff occasionally requires support in responding to inquiries from various parties. Support may be required to be provided in writing. The Offeror will provide:

- Access to a principal consultant and primary alternate consultant
- Counsel on any new developments and trends in the retirement industry
- Advice of anticipated development in federal legislation/regulations relating to public pension plans, plan qualifications, federal taxation, and GASB requirements

Provide training to Retirement System staff once a year

This will address valuation and/or benefits related issues. This training will usually coincide with one of the Board's scheduled meetings.

Provide support to the ARMB and DOA's Commissioner

The Offeror will provide any information concerning the work performed that may be requested by the ARMB's Trustees. The ARMB has the responsibility as per AS 37.10.220 (a) (9) to contract a secondary actuary to review the work performed by the Offeror, and they may request information while performing their review.

In addition, the Offeror may be required to clarify or answer concerns that arise from the review of work performed to DOA's Commissioner. Also, they may request the Offeror to perform additional analyses. In the event that such requests occur, the offeror will provide response and will perform all necessary additional work.

Retain Records

The Offeror will keep all records for the entire contractual period off-site and should be easily retrievable. The Offeror will also provide a complete copy of the records to the State of Alaska upon request in the event the contract is not renewed, including but not limited to Actuarial calculations, Work product, and Working papers.

If the State notifies consultant of possible litigation, the Offeror will retain related information until the State notifies the Offeror that the litigation is concluded.

In addition, the Offeror will maintain confidentiality of the State's records and data, which cannot be sold, shared, or otherwise disclosed to other companies or individuals without written permission from appropriate State of Alaska, DOA Officials.

Attend ARMB meetings

The Offeror will be required to travel to Alaska at least twice a year to attend the meetings. The usual trip length is approximately four days. Any additional travel must be approved by the Project Director. The Offeror must not embark on any additional travel without the approval of the project director.

In addition, the Offeror may be asked to testify before the Alaska State Legislature either telephonically or in person.

SECTION SIX PROPOSAL FORMAT, CONTENT AND EVALUATION CRITERIA

6.01 General Information

In order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. The minimum required content for each setion of the proposal is described below.

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

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Also it 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.

Proposals must contain the following sections in order:

- Technical Proposal
 - Proposal Checklist (Attachment A)
 - Proposal Cover Sheet (Attachment B)
 - Offeror's Certification (Attachment C)
 - Conflict of Interest Statement (Attachment D)
 - Preference Worksheet (Attachment E)
 - o Overall Organization Experience and Qualifications
 - o Professional Experience and Qualifications of Personnel
- Cost Proposal (Attachment F)
- Alaska Business License and Other Required License

Note: Technical Proposal and Cost Proposal must be in separated envelopes. No pricing information shall be included in the Technical Proposal. Your proposal should not be stapled or hardbound to facilitate easy reproduction.

6.02 Evaluation and Scoring Criteria

All proposals will be reviewed to determine if they are responsive and responsible. They will then be evaluated using the criteria within this section. 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.

Offerors' responses to each section will be rated comparatively against one another by each PEC member assigning a score of 1, 5, or 10 (1 representing the lowest score, 5 an average score and 10 the highest). The total number of points used to score this proposal is 100.

Points	Percent	Evaluation Criteria	Scoring Method
70 70% Technical Proposal		Scored by PEC	
20	20%	Cost Proposal	Scored by Procurement Officer
10	10%	Alaska Offeror's Preference	Scored by Procurement Officer
100	100%	Total	

6.03 Technical Proposal (70 Points)

A maximum of **70%** of the total evaluation points will be assigned to this section. Offerors response must clearly indicate the following:

Firm Experience and Qualifications (30 Points)

Offeror must explain their experience and qualifications providing similar types of services as those being requested in this RFP, and with retirement plan. Also, Offeror response must explain the following:

- Firm's expertise, experience, qualifications, and resources available to review existing actuarial valuations.
- Firm's availability of research facilities, special expertise, and availability to address any of the additional services that may be requested.
- The capabilities of your valuation system(s) and your computer system support.
- Firm's unique strengths that are relevant to requirements presented in this RFP

Offeror must provide the following information to be used as reference of the firm experience, and work that is expected:

- A list of the five largest public sector clients and a list of the five largest private sector clients to whom you currently provide similar types of services as those requested in this RFP. The list must include the following for each client:
 - Organization's name
 - Description of service
 - o Contact person
 - Address and Phone number
- A copy of the most recent actuarial review report and a copy of the most recent experience study as provided to an existing client.
- A copy of the most recent Peer Review and the standards under which it was conducted.

Response to this section will be evaluated against the following questions based on the firm's experience with the actuarial services and retirement plan type.

- 1. How extensive is the firm's experience in providing services as those requested in this RFP? The following factors will be considered:
 - Depth of experience (e.g., number of years' experience with clients)
 - Types of clients (e.g., public, private, tax-exempt)
 - Comparable size of clients(e.g., number of clients)
 - Client experience in defined benefit retirement plans
- 2. Does the firm have the resources, experience, expertise, and qualification necessary to review the existing actuarial valuations?
- 3. How satisfactory is the capabilities of the firm valuation system(s) and computer system support? Does it have the ability to accept data from different electronic data processing systems?
- 4. How extensive are the Offeror's unique strengths that are relevant to the services requested in this RFP?
- 5. Has the Offeror provided the list with the required information of their five largest public sector clients and their five largest private sector clients to whom they provided similar types of services as those requested in this RFP? How does that list of clients compared to other proposers?
- 6. Has the firm provided a copy of their most recent Peer Review document? Does it have major findings? If so, how were the addressed?

Personnel Experience and Qualifications (40 Points)

Offeror must provide detailed resumes of the firm's personnel – Primary Actuary, Consultant, Actuarial Analyst, and Support Staff – that will be assigned to perform the services being requested in this RFP. The resumes must include, but not limited to, the following:

- Name & Title
- Degree of Education & Credentials
- Years of Relevant Experience (including experience with Retirement Plans)
- Years with the Firm
- Responsibility with the Firm

Also, Offeror must provide a list of Secondary Actuaries currently employed by the firm that may be assigned to perform services. The list must include their names, title, and years of experience as an actuary.

In addition, Offeror must describe the firm approach to ensure the quality of staff over the term of the contract will be sufficiently maintained when faced with staff turnover or absences. In case changes of lead personnel occur, the firm must notify changes to the State Project Manager in a promptly manner.

Response to this section will be evaluated against the following questions based on the firm's staff experience providing service similar to those requested in this RFP, and their qualifications.

- 1. Do their resumes demonstrate backgrounds that would be desirables for the job they will perform? How does their level of relevant background compare with other proposers?
- 2. How extensive is their level of education degree, experience performing actuarial valuations, and experience with retirement plans?
- 3. How satisfactory is the list of Secondary Actuaries employed by the firm? How does it compare to other Offeror's proposal?
- 4. Does the firm have a sound practice of cross training, and succession policies for high level staff positions? Would absences of certain personnel diminish the quality of services or cause work timelines to be missed?
- 5. How satisfactory the Offeror described the management of work if personnel assigned for this project are concurrently performing work assigned by other clients?

6.04 Cost Proposal (20 Points)

Overall, a maximum of **20%** of the total evaluation points will be assigned to cost. Offerors must submit their cost proposal utilizing the **Attachment F.** The <u>Aggregated Grand Total Services Fees of the Cost Proposal Form</u> will be used for the evaluation to compare to other Offerors, and it may be affected by one or more of the preferences. The lowest cost proposal will receive the maximum number of points allocated to cost. The cost proposal is divided into the following sections:

- 1. **Personnel Hourly Rates Schedule.** Provide hourly rates that will be charged for staff performing the requested services in each of the five year of the initial term.
- 2. Regular Services Fees. Provide cost to perform the Annual Actuarial services requested in this RFP for each of the five years of the initial term. These costs must include all charges which can reasonably be anticipated in performance of this contract with any applicable increases. Annual Travel expenses for each year must be aggregated for the five year term of the resulting contract.
- 3. Non-Regular Services Fees. Provide cost to provide Consulting, Advice, Training, and Additional services that may be requested on as-needed basis for each year. The cost must be calculated utilizing the estimated hours. Those hours represent an average of the amount of service that is expected, and NOT a minimum or maximum amount that will be purchased.

4. Aggregated Total Cost of Services. Calculate the sum of costs for the services mentioned above and merge the "Sub-Totals" of each section into a "Grand Total". This portion of the cost proposal will be evaluated to compare against other Offerors proposals.

6.05 Alaska Offeror Preference (10 Points)

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. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION SEVEN ATTACHMENTS

7.01 Attachments

ATTACHMENT A: PROPOSAL CHECKLIST

- ATTACHMENT B: COVER SHEET
- ATTACHMENT C: OFFEROR'S CERTIFICATION
- ATTACHMENT D: CONFLICT OF INTEREST STATEMENT
- ATTACHMENT E: PREFERENCE
- ATTACHMENT F: COST PROPOSAL
- ATTACHMENT G: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES
- ATTACHMENT H: APPENDIX A
- ATTACHMENT I: APPENDIX B2
- ATTACHMENT J: NOTICE OF INTENT TO AWARD A CONTRACT

Attachment A – Proposal Checklist

The following documents are required for this proposal. Acknowledge you have submitted each document in the proper format by clearly marking in the space provided. Each required Attachment must be included in your proposal.

ATTACHMENTS	DOCUMENT TITLE	INCLUDED?
Attachment A	Checklist	YES
Attachment B	Proposal Cover Sheet	☐ YES
Attachment C	Offeror's Certification	YES
Attachment D	Conflict of Interest Statement	YES
Attachment E	Preference Worksheet	YES
	Organization Experience and Qualifications	YES
	Professional Experience and Qualifications	YES
Attachment F	Cost Proposal	YES

Attachment B – Proposal Cover Sheet

OFFEROR INFORMATION

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company.

This form shall be the cover page for the offeror's proposal. In the space provided, enter the requested offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

RFP NUMBER:	RFP 2014-0200-2524
RFP NAME:	ACTUARIAL CONSULTING SERVICES
OFFEROR NAME:	
MAILING ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
FEDERAL TAX ID #:	
Alaska Business License Number:	
CONTACT NAME:	
TITLE:	
E-MAIL ADDRESS:	
ALTERNATE PHONE #:	

PROPOSAL CERTIFICATION:

BY SIGNATURE ON THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE OFFEROR TO THE PROVISIONS OF THE RFP.

SIGNATURE

DATE

TITLE

Attachment C – Offeror's Certification

Acknowledge the following Statements, conditions, and information by clearly marking the space provided. Failure to comply with these items may cause the proposal to be determined nonresponsive and the proposal may be rejected or the state may terminate the contract or consider the Offeror in default.

#	CONDITION/CERTIFICATION		
1	Offeror certifies that 100% of all services provided under the resulting contract by the offeror, joint venture partners, and all subcontractors shall be performed in the United States. (RFP 1.05)	🗌 YES	
2	Offeror complies with the laws of the State of Alaska. (RFP 1.16)	🗌 YES	
3	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. (RFP 1.16)	🗌 YES	
4	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. (RFP 1.16)	🗌 YES	
5	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. (RFP 1.16)	🗌 YES	
6	Offeror confirms that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (RFP 1.16)	🗌 YES	
7	Offeror complies with all terms and conditions set out in this RFP. (RFP 1.16)	🗌 YES	
8	Offeror affirms that this response was independently arrived at, without collusion, under penalty of perjury. (RFP 1.16)	🗌 YES	
9	Offeror response and cost schedule shall be valid and binding for 90 days following the response due date. (RFP 1.16)	🗌 YES	
10	Offeror acknowledges that this engagement with the state is subject to the Alaska Public Records Act, AS Title 40, Chapter 25 and that the state may be required to disclose certain information in response to requests for public information made under the Act. (RFP 1.14)	☐ YES	
11	Offeror certifies that offeror has a valid Alaska business license. (RFP 2.11)	🗌 YES	
12	Offeror has reviewed the RFP for defects and objectionable material and has provided comments to the procurement officer. (RFP 1.08)	🗌 YES	
13	Offeror agrees to the state's Standard Agreement Form. If the answer is NO, per Section 3.03, any objections to the agreements must be identified in a document attached to the offeror's proposal. (RFP 3.03)	☐ YES ☐ NO	
14	Offeror agrees to not restrict the rights of the state. (RFP 1.12)	🗌 YES	
15	Offeror understands and agrees to comply with all statutes, regulations, and policies regarding nondisclosure and confidentiality. (RFP 3.16)	🗌 YES	

Attachment D – Conflict Of Interest Statement (MARK ONE)

One of the boxes below must be checked (by marking an "X"). If the second box is marked, indicating a possible conflict of interest, disclose the nature and full details of the conflict in the space provided. Please refer to RFP 1.18 for conflict of interest guidelines.

Neither the firm nor any individual proposed (including subcontractors or joint venture partners) has a possible conflict of interest.
The firm and/or an individual proposed have a possible conflict of interest. Describe the nature of the conflict in the space below.

LOCATION-OF-WORK / HEADQUARTERS IN TIER 3 COUNTRIES

Certify the following Statements by marking "X" in the space provided. Please refer to RFP 1.05 for guidelines. By signature on their proposal, the offeror certifies that:

The offeror and all subcontractors and joint venture partners are 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: <u>http://www.state.gov/g/tip/</u>. Failure to comply with this requirement will cause the state to reject the proposal as nonresponsive, or cancel the contract.

Attachment E – Preference Worksheet

Please answer the following questions regarding the State of Alaska preference.

Are you claiming any State of Alaska preferences? (If "Yes", please answer the questions below). (RFP 2.13, 2.14, and 2.16)

RESPONSE # Questions ☐ YES 1 Do you currently hold an Alaska Business License? NO NO □ YES Is the company name submitted on this proposal the same name that appears on the 2 current Alaska Business License? □ NO Has your company maintained a place of business within the State of Alaska staffed by the □ YES 3 offeror or an employee of the offeror for a period of six months immediately preceding the □ NO date of the proposal? Is your company 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 YES 4 organized under AS 10.50 and all members are residents of the state, or is a partnership NO under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state?

Attachment F – Cost Proposal Form

Instructions: Offeror must use this form and complete all portions to provide a response to their Cost **Proposal**. Modifications to the format of this template may result in disqualification. This form must be signed and submitted in a separate envelope from the Technical Proposal, per the requirements of section 1.01 of the RFP.

The "Aggregated Grand Total" will be the used for evaluation of cost proposals. The "Estimated Hours of Services" on this Cost Proposal **does not** represent a minimum or maximum allowed by the State, they are estimates and will be used for evaluation. The State **does not** guarantee any minimum or maximum purchase.

(1) Hourly Rate Schedule			
Staff Titles	Hourly Rate		
Manager	\$		
Consultant	\$		
Actuarial Analyst	\$		
Support Staff	\$		

	tion			
	PERS and TRS Annual Valuation			
 PERS and TRS Review of Me 				
• JRS and NGNMRS Biennial F	ull Valuation			
 EPORS (as per request) 				
• PERS and TRS Experience A	nalysis	\$		
• PERS and TRS Annual Valua				
• PERS and TRS Review of Me	dical Assumptions			
		\$		
	tion			
• PERS and TRS Review of Me	dical Assumptions			
• EPORS (as per request)		\$		
	tion			
• PERS and TRS Review of Me	dical Assumptions			
	•	\$		
	tion	•		
• EPORS (as per request)				
	nalvsis	\$		
	-]	\$		
		T		
rices	Sub – Total Service Fees	\$		
vices by Staff	7/2014 – 6/2015	\$		
	7/2015 – 6/2016	\$		
	7/2016 – 6/2017	\$		
hrs.	7/2017 – 6/2018	\$		
	7/2018 – 6/2019	\$		
nd Total Over Initial Term	n (7/1/2014 - 6/30/2019)	\$		
	Date [.]			
	 EPORS (as per request) PERS and TRS Experience A PERS and TRS Annual Valua PERS and TRS Review of Me JRS and NGNMRS Biennial U EPORS (as per request) PERS and TRS Annual Valua PERS and TRS Review of Me JRS and NGNMRS Biennial F EPORS (as per request) PERS and TRS Annual Valua PERS and TRS Review of Me JRS and NGNMRS Biennial U EPORS (as per request) PERS and TRS Review of Me JRS and NGNMRS Biennial U EPORS (as per request) PERS and TRS Annual Valua PERS and TRS Review of Me JRS and NGNMRS Biennial U EPORS (as per request) PERS and TRS Review of Me JRS and NGNMRS Biennial F EPORS (as per request) PERS and TRS Experience A Two 4-days trips to Alaska vices by Staff hrs. nd Total Over Initial Term	 EPORS (as per request) PERS and TRS Experience Analysis PERS and TRS Annual Valuation PERS and TRS Review of Medical Assumptions JRS and NGNMRS Biennial Update Valuation EPORS (as per request) PERS and TRS Annual Valuation PERS and TRS Review of Medical Assumptions JRS and NGNMRS Biennial Full Valuation EPORS (as per request) PERS and TRS Annual Valuation EPORS (as per request) PERS and TRS Annual Valuation EPORS (as per request) PERS and TRS Annual Valuation PERS and TRS Review of Medical Assumptions JRS and NGNMRS Biennial Update Valuation EPORS (as per request) PERS and TRS Annual Valuation EPORS (as per request) PERS and TRS Annual Valuation EPORS (as per request) PERS and TRS Annual Valuation EPORS (as per request) PERS and TRS Annual Valuation EPORS (as per request) PERS and TRS Review of Medical Assumptions JRS and NGNMRS Biennial Full Valuation EPORS (as per request) PERS and TRS Experience Analysis Two 4-days trips to Alaska fices Sub – Total Service Fees vices by Staff 7/2014 – 6/2015 7/2015 – 6/2016 7/2016 – 6/2017 hrs. 7/2017 – 6/2018 7/2018 – 6/2019 		

Printed name: _____

Title: _____

	At	tachment	G – Sta	andard A	greemen	t Form		
1. Agency Contract N	lumber	2. DGS Solicitation	on Number	3. Financial	Coding	4. Agency Assigned	d Encumbrance Number	
5. Vendor Number		6. Project/Case N	Number		7. Alaska Busine	ess License Number		
This contract is bet	ween the State of A	laska,						
8. Department of			Division					
							hereafter the State, and	
9. Contractor							hereafter the Contractor	
Mailing Address		Street or P.O. Bo	x	City		State	ZIP+4	
ARTICLE 2. 2.1 / 2.2 / 2.3 / ARTICLE 3. 6 ARTICLE 4. (4.1	Appendix B sets forth Appendix C sets forth Period of Performan ends Considerations: In full consideration c \$	vice: Provisions), Artic the liability and in the services to b nce: The period of fithe contractor's	les 1 through 1 hsurance provi e performance performance u n accordance v	4, governs the sions of this cor y the contractor for this contract nder this contra with the provisio	performance of so htract. begins ct, the State shall ns of Appendix D	ervices under this contrac	, and	
4.2 When billing the State, the contractor shall refer to the <i>i</i> 11. Department of				,	Attention: Division of			
Mailing Address				Attention:				
12.	CONTRAC	TOR						
Name of Firm Signature of Authorized Representative Typed or Printed Name of Authorized Representative Title			docum agains encum in the a knowin record, otherw constit	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815820. Other disciplinary action may be taken up to and including dismissal.				
13.	CONTRACTING	AGENCY		Signature of I	lead of Contractir	ng Agency or Designee	Date	
Department/Division			Date					
Signature of Project I	Director			Typed or Prin	ited Name			
Typed or Printed Name of Project Director				Title	Title			
Title								

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

Attachment H – Appendix A

GENERAL PROVISIONS

Article1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

a. Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with

AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

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

Article5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Attachment I – Appendix B2

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits				
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate				
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate				
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate				
\$1,000,000 or over	Refer to Risk Management				

Attachment J – Notice of Intent to Award



Division of General Services Seventh Floor - State Office Bldg. 333 Willoughby Street P.O. Box 110210 Juneau, Alaska 99811-0210

Department of Administration

THIS IS NOT AN ORDER RFP NO.: RFP SUBJECT:

DATE ISSUED:

RFP OPENING DATE:

CONTRACTING OFFICER:

SIGNATURE:

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offerors whose proposal was determined in writing to be the most advantageous are indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. Offerors are advised that this Notice of Intent to Award a Contract may be the only Notice of Intent to Award a Contract that is issued, even if there are revisions as to an apparent award resulting from a protest or resulting from other changes that result in new apparent winning offeror. As such, this Notice of Intent to Award a Contract may be the only opportunity for an offeror to file a protest.

The offerors identified here as submitting the most advantageous proposal are instructed not to proceed until a contract, or other form of notice is given by the Contracting Officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offeror	Points

SUMMARY