



STATE OF ALASKA
DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
DIVISION OF EDUCATION SUPPORT SERVICES
801 W. 10TH ST. STE 200
PO BOX 110500
JUNEAU, AK 99811-0500

Request For Proposals

RFP 2015-0500-2789

Date of Issue: September 19, 2014ⁱ

A Report on the Benefits and Disadvantages of Prototypical School Design and Construction in Alaska

The Department of Education & Early Development, Division of School Finance, Facilities Section, is soliciting detailed proposals for a contractor to conduct research and submit a report that investigates the benefits and disadvantages of using prototypical designs for school construction throughout the state of Alaska. The Department will submit the report to the Alaska State Legislature not later than June 15, 2015.

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.

[Rhonda Bilesⁱⁱ](#)

Procurement Officer

Department of Education and Early Development

TABLE OF CONTENTS

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS	4
1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS	4
1.02 CONTRACT TERM AND WORK SCHEDULE	4
1.03 PURPOSE OF THE RFP	5
1.04 BUDGET	5
1.05 LOCATION OF WORK	5
1.06 HUMAN TRAFFICKING	6
1.07 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
1.08 REQUIRED REVIEW	6
1.09 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS	7
1.09 AMENDMENTS	7
1.10 ALTERNATE PROPOSALS	7
1.11 RIGHT OF REJECTION	7
1.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS	8
1.13 DISCLOSURE OF PROPOSAL CONTENTS	8
1.14 SUBCONTRACTORS	8
1.15 JOINT VENTURES	8
1.16 OFFEROR'S CERTIFICATION	8
1.17 CONFLICT OF INTEREST	9
1.18 RIGHT TO INSPECT PLACE OF BUSINESS	9
1.19 SOLICITATION ADVERTISING	9
1.20 NEWS RELEASES	9
1.21 ASSIGNMENT	9
1.22 DISPUTES	10
1.23 SEVERABILITY	10
1.24 FEDERAL REQUIREMENTS	10
1.25 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	10
2. SECTION TWO STANDARD PROPOSAL INFORMATION	11
2.01 AUTHORIZED SIGNATURE	11
2.02 PRE-PROPOSAL CONFERENCE	11
2.03 SITE INSPECTION	11
2.04 AMENDMENTS TO PROPOSALS	11
2.05 SUPPLEMENTAL TERMS AND CONDITIONS	11
2.06 CLARIFICATION OF OFFERS	12
2.07 DISCUSSIONS WITH OFFERORS	12
2.08 PRIOR EXPERIENCE	12
2.09 EVALUATION OF PROPOSALS	13
2.10 VENDOR TAX ID	13
2.11 F.O.B. POINT	13
2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	13
2.13 APPLICATION OF PREFERENCES	14
2.14 5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.170 & 2 AAC 12.260	15
2.15 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.175	15
2.16 FORMULA USED TO CONVERT COST TO POINTS AS 36.30.250 & 2 AAC 12.260	16
2.17 ALASKA OFFEROR PREFERENCE AS 36.30.250 & 2 AAC 12.260	17
2.18 CONTRACT NEGOTIATIONS 2 AAC 12.315	18
2.19 FAILURE TO NEGOTIATE	18

2.20	NOTICE OF INTENT TO AWARD (NIA): OFFEROR NOTIFICATION OF SELECTION	18
2.21	PROTEST	19
3.	SECTION THREE STANDARD CONTRACT INFORMATION	20
3.01	CONTRACT TYPE.....	20
3.02	CONTRACT APPROVAL.....	20
3.03	STANDARD CONTRACT PROVISIONS	20
3.04	PROPOSAL AS A PART OF THE CONTRACT.....	20
3.05	ADDITIONAL TERMS AND CONDITIONS.....	20
3.06	INSURANCE REQUIREMENTS	20
3.07	BID BOND - PERFORMANCE BOND - SURETY DEPOSIT	21
3.08	CONTRACT FUNDING	21
3.09	PROPOSED PAYMENT PROCEDURES.....	21
3.10	CONTRACT PAYMENT.....	21
3.11	INFORMAL DEBRIEFING.....	21
3.12	CONTRACT PERSONNEL	21
3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	21
3.14	TERMINATION FOR DEFAULT	22
3.15	LIQUIDATED DAMAGES.....	22
3.16	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	22
3.17	CONTRACT INVALIDATION.....	22
3.18	NONDISCLOSURE AND CONFIDENTIALITY	23
4.	SECTION FOUR BACKGROUND INFORMATION	25
4.01	BACKGROUND INFORMATION	25
5.	SECTION FIVE SCOPE OF WORK	27
5.01	SCOPE OF WORK.....	27
5.02	DELIVERABLES	30
6.	SECTION SIX PROPOSAL FORMAT AND CONTENT.....	32
6.01	PROPOSAL FORMAT AND CONTENT.....	32
6.02	INTRODUCTION	32
6.03	UNDERSTANDING OF THE PROJECT.....	32
6.04	METHODOLOGY USED FOR THE PROJECT.....	32
6.05	MANAGEMENT PLAN FOR THE PROJECT.....	32
6.06	EXPERIENCE AND QUALIFICATIONS.....	33
6.07	COST PROPOSAL	33
6.08	EVALUATION CRITERIA.....	33
7.	SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION	34
7.01	UNDERSTANDING OF THE PROJECT (5 PERCENT).....	34
7.02	METHODOLOGY USED FOR THE PROJECT (30 PERCENT)	34
7.03	MANAGEMENT PLAN FOR THE PROJECT (5 PERCENT)	34
7.04	EXPERIENCE AND QUALIFICATIONS (10 PERCENT)	35
7.05	CONTRACT COST (40 PERCENT)	35
7.06	ALASKA OFFEROR PREFERENCE (10 PERCENT)	35
8.	SECTION EIGHT ATTACHMENTS	36
8.01	ATTACHMENTS	36

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS

Offerors must submit an original and (two) copies of their proposal, in writing, to the procurement officer in a sealed package. One copy each of attachments 05, 06, 07, 08, 09, 10, and 11. **Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.** Proposal package must include one CD with electronic copies of the proposal and cost proposal.

Submissions must be addressed as follows:

Department of Education and Early Development
Division of Administrative Services
Attention Rhonda Biles
RFP 2015-0500-2789
801 W Tenth Street Suite 200
PO Box 110500
Juneau, Alaska 99811-0500

Proposals must be received no later than **4:00 PM ALASKA TIME on October 20, 2014**. Fax proposals are **not** acceptable. Oral proposals are **not** acceptable. Email proposals are **not** acceptable.

Important Note: There is **no** overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two nights.

An offeror's 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.

PROCUREMENT OFFICER: *Rhonda Biles* - PHONE *907-465-8651* - FAX *907-465-3452* - TDD *907-465-2815*

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 length of the contract will be from the date of award, approximately **November 3, 2015**, for approximately **224** calendar days until completion, approximately **June 30, 2015**.

Unless otherwise provided in this RFP, the state and the successful offeror/contractor agree: (1) that any

holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

Issue RFP: **September 19, 2014**

Pre proposal conference: **September 26, 2014**

Deadline for Receipt of Proposals: **October 20, 2014**

Proposal Evaluation Committee complete evaluation by: **October 23, 2014**

State of Alaska issues Notice of Intent to Award a Contract: **October 24, 2014**

State of Alaska issues contract: **November 4, 2014**

Contract start: **November 5, 2014**

First contractor work period: **November 5, 2014 to May 8, 2015**

Contractor submits Table of Contents: **March 16, 2015**

Review and Discussion Period: **May 8 to May 22, 2015**

Contractor submits final report: **June 1, 2015**

Contract end date: **June 30, 2015**

1.03 PURPOSE OF THE RFP

The Department of Education and Early Development, Division of Education Support Services on behalf of the Division of School Finance, is soliciting proposals for a contractor to conduct a study regarding the benefits and disadvantages of utilizing prototypical school design and construction within Alaska. Results of the study will be compiled into an informational report, which the Department will present to the State Legislature by June 15, 2015.

1.04 BUDGET

The Department of Education and Early Development, Division of School Finance, is not proposing or estimating a budget for completion of this project. Cost effective budget proposals are encouraged.

Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.

1.05 LOCATION OF WORK

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for travel requirements specified in the scope of work. Travel to other locations will be required.

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

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

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

Failure to comply with 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. No further questions will be allowed after 3:00 PM ALASKA TIME, on October 10, 2014.

Send questions to: rhonda.biles@alaska.gov

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 as having downloaded 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

Subcontractors will not be allowed.

1.16 JOINT VENTURES

Joint ventures will not be allowed.

1.17 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 contractor in default.

1.18 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, Department of Education and Early Development, 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.

1.19 RIGHT TO INSPECT PLACE OF BUSINESS

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

1.20 SOLICITATION ADVERTISING

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

1.21 NEWS RELEASES

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

1.22 ASSIGNMENT

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

1.23 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.

1.24 SEVERABILITY

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

1.25 FEDERAL REQUIREMENTS

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

1.26 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (§8.00 Attachment 7) must be completed and submitted with your bid.

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

There will be a pre-bid teleconference held at **1:30 PM ALASKA TIME on September 26, 2014**. Participants should read the RFP and attend the meeting prepared to discuss any concerns. This will be a teleconference and potential bidders are invited to attend the teleconference by calling (800) 315-6338, code 58654. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Questions should be submitted in writing at least 24 hours in advance to the procurement officer at: rhonda.biles@alaska.gov.

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 will make site inspections at the state's expense.

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 1.12 **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 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 proposal evaluation committee 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 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

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

- 1) **Experience working in Arctic, Interior, Western, Southwestern, Southcentral, and Southeast Alaska is required.**
- 2) **Five (5) years of school design or construction experience.** The contractor, or assigned project manager, shall have at least five (5) years of school design and construction experience. Related experience may be substituted, but is subject to approval by the Department.
- 3) **Demonstrable experience in school construction or school design work in both urban and rural settings.** The contractor, or assigned project manager, must have strong knowledge of the numerous professional disciplines and various operational systems involved in school

construction. Background knowledge of current energy efficiency standards, trends and design issues in new school construction is also desirable. Related experience in commercial building construction or design work that is similar to schools may be substituted, but is subject to approval by theⁱⁱⁱ Department.

- 4) **Five (5) years of professional experience** developing, planning, coordinating, and implementing a program, project, business, organization, or major components of a program. This experience must have included administrative authority over program or project funding, staff, and overall operations.
- 5) **Two (2) years of professional research experience**, which includes formative and evaluative research, using at minimum the following tools: research teams, questionnaires, and key informant interviews.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

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 SEVEN of this RFP.

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

2.10 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 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES^{iv}

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.

2.13 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 Services' 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 list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

2.14 5 PERCENT ALASKA BIDDER PREFERENCE AS 36.30.170 & 2 AAC 12.260

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

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

Alaska Bidder Preference 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.

2.15 5 PERCENT ALASKA VETERAN PREFERENCE AS 36.30.175

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

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

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.

2.16 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 SEVEN 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.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

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.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 ALASKA OFFEROR PREFERENCE AS 36.30.250 & 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 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their 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

$$\begin{array}{ccccccc} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[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.

2.18 CONTRACT NEGOTIATIONS 2 AAC 12.315

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 School Finance conference room on the 2nd floor of the Goldbelt Building at 801 W 10th Street in Juneau, Alaska.

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

2.19 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.

2.20 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.

2.21 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
- e) 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 Education and Early Development or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 STANDARD CONTRACT PROVISIONS

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

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 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not applicable to this RFP.

3.08 CONTRACT FUNDING

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

3.09 PROPOSED PAYMENT PROCEDURES

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

3.10 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Education and Early Development 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.

3.11 INFORMAL DEBRIEFING

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

3.12 CONTRACT PERSONNEL

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

3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project coordinator. The state may employ all reasonable

means to ensure that the work is progressing and being performed in compliance with the contract. The project coordinator may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

3.14 TERMINATION FOR DEFAULT

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

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

3.15 LIQUIDATED DAMAGES

Not applicable to this RFP.

3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project coordinator will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

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

3.17 CONTRACT INVALIDATION

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

3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

- Student names;
- Students' state school identification numbers;
- Students' test scores or grades; and
- Any other student personal information, such as address, birth date, school name, health or disciplinary information.

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the

general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR

BACKGROUND INFORMATION

4.01 BACKGROUND INFORMATION

Background information concerning this project is as follows:

HB278, sec. 52, instructs the Department of Education and Early Development to produce a report that analyses “the benefits and disadvantages of using prototypical designs for school construction in both the Railbelt and rural areas of the state”.

The State of Alaska participates in providing communities with public schools that are well built and adequately maintained. This participation is achieved by state contributions to the funding necessary for the associated costs of providing educational facilities – either on a partial or complete basis. Although the state participates in providing for the financial needs of school facilities, local communities have significant control on how construction and maintenance funds are currently spent.

The concept of using prototypical school designs and construction methods has been discussed in the past. The report developed from this RFP will study the question of prototypical design in detail. Several districts within the state have developed and used prototypical schools with varying degrees of accomplishment in terms of program, cost, and scheduling benefits. It is interesting to note that implementation of prototypical design has been primarily limited to elementary schools.

Alaska has 53 school districts, serving approximately 130,000 students in approximately 500 schools. These districts vary greatly in terms of enrollment, size, and geographic location. Most of Alaska’s school districts are relatively small in terms of enrollment. Two-thirds of the state’s school districts educate fewer than 500 students each. School districts are defined as two separate types: City and Borough Districts (34 total), and Regional Education Attendance Areas (REAA’s – 19 total).

A difference between city and borough districts and REAA’s is that REAA’s are unincorporated villages and territories and do not have the power to tax. Therefore, these districts rely primarily upon nonlocal revenues to support their education programs. In contrast, the city and borough districts are fiscally dependent upon local government. As a result, they may receive local tax revenues from the city council or borough assembly, which alone has the authority to levy local taxes.

Many challenges exist for designing a prototypical school that works best for all school districts. One of the many challenges is how to accommodate a vast array of size requirements based on student populations across the state. For example, high schools in Anchorage may serve more than 2000 students. Elementary schools in Fairbanks may accommodate more than 600 students. Schools in other urban areas such as Juneau, the Kenai Peninsula, or the Matanuska-Susitna Valley may also serve hundreds and are similar to schools in small cities in the rest of United States. On the other hand, many K-12 schools in Alaska are small, some with 20 or fewer students at a variety of grade levels. These schools may be many miles from population centers and services, and accessible only by aircraft or boat.

Other challenges include adapting prototypical design that can accommodate the multitude of geographical differences found within the state. There are at least three major climatic regions – Southeast, Central, and Arctic – all of which require unique engineering and design considerations. Can allowances be made within the prototype design to successfully serve the variety of technical requirements relative to geographic location, site conditions, building orientation, and operating systems?

In remote villages, schools often serve as centers of community activity. As such, an issue related to using prototypical designs has been seeking of input from “real” users and gaining of community “ownership”. Can the use of prototype design allow for user group input? Can the incorporation of unique community educational programs be considered or achieved?

Existing information regarding prototypical schools in Alaska is outdated. The most recent information on this subject is presented in the report “Use of Prototype Designs in Public School Construction Projects”, which was written in 1998. The objective of this report is to provide comprehensive information of using prototypical school design and construction^{vi} within the state.

SECTION FIVE

SCOPE OF WORK

5.01 SCOPE OF WORK

The Department of Education and Early Development Division of School Finance, is soliciting proposals for Research and Reporting services.

The Department of Education and Early Development Division of School Finance, Facilities Section, is soliciting detailed proposals for a contractor to conduct a research study^{vii} and submit a report that investigates^{viii} the benefits and disadvantages of using prototypical designs for school construction throughout the state of Alaska.

Role Descriptions

The *contractor* will lead a research team of multi-disciplined and qualified professionals who will thoroughly investigate the benefits and disadvantages of using prototypical school designs and associated standardized operational systems in Alaska. This team, under the direction of the contractor, will survey the knowledge and opinions of various stakeholders involved in school facility use, operation, planning and construction. The contractor will assimilate collected information from the research team, and produce a summary report which will be presented to the legislature no later than June 15th, 2015.

The *project coordinator's* primary role is to oversee the successful completion of this project. The project coordinator will be available to provide detailed information to the contractor on school facilities in Alaska. The project coordinator may provide Department facilities information to the contractor, attend steering meetings, receive invoices, approve payments, and assist with other tasks as needed.

I. Research^{ix}

The contractor will be responsible for developing all aspects of the project work plan and project work schedule necessary for producing the required report.

The contractor will assemble and utilize the expertise of a research team of multi-disciplined designers, engineers and building professionals to collect information to be used in the final report. Under the direction of the contractor, the research team will explore and investigate all relevant issues regarding prototypical school design with their respective peer groups. Research team members must have prior engineering, design or construction experience related to school facilities, and be thoroughly familiar with the following phases of a project: planning, implementation, and evaluation. The research methodology employed by the research team will be developed and assigned by the contractor. The research methodology will also include the involvement of stakeholders in item II. Suggested professional members for the research team may include, but are not limited to, the following:

- Architects

- Civil Engineers
- Structural Engineers
- Electrical Engineers
- Mechanical Engineers
- Energy Efficiency Experts
- Building Management and Maintenance Experts
- General Contractors (involved in school construction)

A broad spectrum of disciplines, systems, and components are involved in school design, construction and maintenance. Research regarding “the benefits and disadvantages of using prototypical designs for Alaskan school construction” should incorporate all major school related building systems and relevant components, their associated interactions, and operational requirements.

Examples of key questions to be considered and researched and reported on:

- What are the benefits and disadvantages of standardizing school facilities, systems and associated system components?
- How can changes and variations in educational programs and size requirements affect utilization of prototypical systems?
- How can prototypical systems and components be grouped or differentiated to accommodate for the vast array of climatic, geographic, cultural and socio-economic variations found within the state?
- What would be the benefits and disadvantages of adopting prototypical design on a case by case basis within each individual school district?
- How can the utilization of prototypical systems or components affect design and construction costs?
- How can the utilization of prototypical systems or components affect maintenance costs?
- How can the use of prototypical systems or components affect life cycle costs?
- How can public involvement be successfully incorporated into the prototype design process?
- Is it possible for prototype school designs produce acceptable aesthetics with regard to massing, form, details, and materials?
- Can prototypical school designs provide for a sense of community pride and ownership?

II. Stakeholder Involvement

The contractor’s research methodology will include gathering information from the various agencies and stakeholders vested in prototypical school design and construction. It is critical that a large cross-section of stakeholders and school districts be involved in this report, in order to adequately reflect a full spectrum of knowledge and opinion. Stakeholders may include, but are not limited to, the following:

- Cross-section of Alaskan school district officials and school personnel (administrators, teachers, maintenance departments)
- Professional educational planning organizations (such as CEFPI)
- Building and code enforcement agencies (federal, state and local)
- School-related government agencies (federal, state, and local)
- Operating system vendors, service representatives, service and equipment training officials
- Student body groups, school advisory boards, community action groups
- Economists

Examples of key questions to be considered and researched:

- What considerations are used for determining the grouping of appropriate stakeholders who are engaged in the prototypical utilization question?
- Why is stakeholder involvement important?
- What are the interests of stakeholders regarding benefits and disadvantages of prototypical school design and construction?

III. Report Format and Content

The contractor will be responsible for insuring that the research methodology and resulting study outcomes be clearly communicated in the final report.

IV. Travel To Sites

It is anticipated that the contractor or members of the research team will be required to travel to various locations throughout the state in order to conduct meetings and gather first-hand stakeholder information. Travel requirements will be defined in the research methodology. The development and coordination of all travel plans will be the responsibility of the contractor. All transportation, lodging, and per diem travel costs should be budgeted for. All travel related costs will be the responsibility of, and paid for by, the contractor.

V. Progress Reports

Progress reports to the project coordinator will be required at least twice monthly, and should reflect the following:

- Adherence to the reporting purpose
- Success and failures in implementing the approved research methodology – as approved in the contract award
- Requests for additional data or background information

VI. Record Keeping and Invoice Submittal

The contractor will be responsible for accounting and record keeping. Department administrative procedures will be adhered to for the receipt of contractor payments. Final payment (10% contract award price) will be issued after successful completion all required deliverables.

VII. Meeting Schedules

The project coordinator will be informed on any significant contact meetings that may need to be attended. Advance notice should be given in cases where travel arrangements may be necessary.

VIII. Hardware / Software Capabilities

The contractor must maintain hardware and software capable of communicating with the Department to facilitate ease of data transmission of information including, but not limited to spreadsheets, e-mail, and word processing. The contractor will provide other information electronically to the department as required.

In Review, the goal of this project is to thoroughly research the benefits and disadvantages of using prototypical school designs in Alaska, and present the findings in a report due to the State Legislature on or before June 15, 2015.

5.02 DELIVERABLES

The offeror's proposal must describe how the following deliverables will be provided and must provide a proposed work plan that includes a comprehensive schedule for completing all deliverables.

- I. The successful offeror must participate in a kick-off meeting with the project coordinator within 15 days after the contract is fully executed. The meeting can be done telephonically or in person. The location of the meeting will be held in the School Finance conference room on the 2nd floor of the Goldbelt Building at 801 W 10th Street in Juneau, Alaska. Agenda items will include review of project purpose, discussion of the proposed research methodology, scope of work to implement the research methodology, timeline issues or concerns, coordination of assignments, and other questions as they arise.
- II. The successful offeror must provide the project coordinator a detailed project schedule, travel schedule, and work plan within thirty (30) days following the kick-off meeting. The development of the schedule and work plan should be in partnership with the project coordinator to ensure timelines are feasible and appropriate.
- III. Throughout the duration of the contract, the successful offeror will be available to meet regularly – either telephonically or in person – with the project coordinator to discuss developments in planning and execution of reporting research. During periods when research is impending, or in progress, communication may be needed on an increased frequency.

- IV. Twice-monthly progress reports will be required to be submitted to the project coordinator. Progress reports can be e-mailed, and should include a summation of all relevant reporting period activity conducted by the offeror, which reflects the successes or failures of adhering to project scheduling and project objectives.
- V. The finalized 'table of contents' for the report will be due to the project coordinator by March 16, 2015.
- VI. Draft report reviews, discussions, and revisions will be initiated between the successful offeror and the project coordinator by May 8, 2015, and completed by May 22, 2015.
- VII. The successful offeror will submit the 'final report' with executive summary to the project coordinator by May 29, 2015.
- VIII. The successful offeror will submit all project related invoices to the project coordinator prior to June 15, 2015.
- IX. The successful offeror will be accountable and available to present and discuss the report findings to the legislature at an undetermined date - if so required.
- X. Immediate notification to the project coordinator is required of any alterations made to the project schedule or scope of work.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 PROPOSAL FORMAT AND CONTENT

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

6.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person 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. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 UNDERSTANDING OF THE PROJECT

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

6.04 METHODOLOGY USED FOR THE PROJECT

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

6.05 MANAGEMENT PLAN FOR THE PROJECT

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

It is preferable that the contractor, or assigned project manager, be available in one of several centralized areas within Alaska, considering multiple meetings shall be needed during the term of the contract, and face-to-face discussions with research team members and multiple stakeholders will facilitate information gathering requirements.

6.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a) title,
- b) resume,
- c) location(s) where work will be performed,
- d) itemize the total cost and the number of estimated hours for each individual named above.

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

6.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

6.08 EVALUATION CRITERIA

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

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

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 UNDERSTANDING OF THE PROJECT (5 PERCENT)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 METHODOLOGY USED FOR THE PROJECT (30 PERCENT)

Proposals will be evaluated against the questions set out below:

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

7.03 MANAGEMENT PLAN FOR THE PROJECT (5 PERCENT)

Proposals will be evaluated against the questions set out below:

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

7.04 EXPERIENCE AND QUALIFICATIONS (10 PERCENT)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

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

Questions regarding the firm:

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

7.05 CONTRACT COST (40 PERCENT)

Overall, a maximum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.06 ALASKA OFFEROR PREFERENCE (10 PERCENT)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 ATTACHMENTS

Attachment 1.	Proposal Evaluation Form
Attachment 2.	Standard Agreement Form Appendix A
Attachment 3.	Indemnity and Insurance Requirements Appendix B
Attachment 4.	Notice of Intent to Award
Attachment 5.	Proposal Cover Sheet
Attachment 6.	Proposal Checklist & Document Order
Attachment 7.	Federal Debarment Certification Form
Attachment 8.	Minimum Experience and Understanding
Attachment 9.	Conflict of Interest Statement
Attachment 10.	Offeror's Certification
Attachment 11.	Preference Worksheet
Attachment 12.	^x April 1, 1998 Report "Use of Prototype Designs in Public School construction Projects"

ⁱ Amendment 02: corrected posting date.

ⁱⁱ Amendment 02: the Procurement Officer for this RFP is now Rhonda Biles, all instances referring to Rob Roys have been changed to Rhonda Biles.

ⁱⁱⁱ Amendment 01: inserted "the".

^{iv} Amendment 02: §2.12 has been changed to reflect current statutory Alaska Business License Requirements.

^v Amendment 02: §3.08 has been corrected: payment for the contract is subject to funds already appropriated and identified.

^{vi} Amendment 01: inserted "and construction".

^{vii} Amendment 01: inserted "study".

^{viii} Amendment 01: inserted "investigates".

^{ix} Amendment 01: renumbered sections within §5.01.

^x Amendment 02: Attachment 12 added at vendor request.