



STATE OF ALASKA
Department of Fish and Game
Division of Administrative Services
1255 West 8th Street
Juneau, Alaska 99801

Request For Proposals
RFP 2018-1100-3797
Date of Issue: **September 15, 2017**

Title and Purpose of RFP:
Agreed Upon Procedures of the Trust Accounts Managed by the Exxon Valdez
Oil Spill Trustee Council (EVOSTC)

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.

Mindy Birk
Procurement Officer
Department of Fish and Game

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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 hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Fish and Game
Division of Administrative Services
Attention: Mindy Birk
Request for Proposal (RFP) Number: **2018-1100-3797**
Project name: Agreed Upon Procedures of the Trust Accounts Managed by the EVOSTC
PO Box 115526
Juneau, Alaska 99811-5526

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

PO Box 115526
Juneau, AK 99811-5526

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

1255 W 8th Street
Juneau, AK 99801

Proposals must be received no later than **2:00 P.M.**, Alaska Time on **October 6, 2017**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at (907) 465-4131 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

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

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at (907) 465-6177 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

PROCUREMENT OFFICER: Mindy Birk – PHONE (907) 465-6177 - FAX (907) 465-6181

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

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 deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from February 1, 2018, through January 31, 2019, with five (5) one-year renewal options. Renewals are at the sole discretion of the State.

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 15, 2017** (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site.),
- Deadline for Receipt of Proposals **October 6, 2017**,
- Proposal Evaluation Committee complete evaluation by **October 23, 2017**,
- State of Alaska issues Notice of Intent to Award a Contract **October 24, 2017**,

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)

- State of Alaska issues contract **November 6, 2017**,
- Contract start **February 1, 2018**,

1.03 Purpose of the RFP

The Alaska Department of Fish and Game, is soliciting proposals from qualified firms of certified public accountants to audit the trust accounts managed by the EVOSTC.

1.04 Budget

Department of Fish and Game, Division of Administrative Services, estimates a budget of \$25,000 dollars annually for completion of this project. Proposals priced at more than \$25,000 annually may be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed are at Anchorage, Alaska and Juneau, Alaska.

The state will provide workspace for the contractor.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two person(s) to make two trip(s) to Anchorage and Juneau for approximately one week each. Travel to other locations will not 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 these requirements 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/j/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 deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.09 Questions Received Prior to Deadline for Receipt 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. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

1.15 Subcontractors

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

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

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

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 of the Department of Fish and Game 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 director.

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

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

There will be no pre-proposal conference.

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 1.12 **Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflicts 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

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements. Offeror must have five (5) years of experience working on similar projects. 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 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 for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Phone: (907) 465-2550

Email: license@alaska.gov

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 statement that the offeror has applied and paid for the Alaska business license.

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

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

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

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 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.

2.13 5 Percent Alaska Bidder Preference

AS 36.30.321(a), AS 36.30.990(2), & 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 Statement

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 statement 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 statement 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, 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 Statement

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 SEVEN to determine the value, or weight of the 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.

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

2.16 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(2), are eligible for the preference. An 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

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

[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.

2.17 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 via tele-conference from Juneau, Alaska.

If the contract negotiations take place in Anchorage or 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 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 Fish and Game, 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 B1, 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 B1 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

There is no bond or surety required.

3.08 Contract Funding

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

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 director.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Fish and Game 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 director. 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 or subcontractors 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.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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 director 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 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the 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 Fish and Game or the Commissioner's designee.

3.16 Contract Invalidation

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

3.17 Nondisclosure and Confidentiality

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

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

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

On October 8, 1991, the United States, the State of Alaska, Exxon Corporation (Exxon), Exxon Shipping Company, and Exxon Pipeline Company entered into an Agreement and Consent Decree (Agreement). The settlement of civil claims resulted in an unprecedented award of \$900 million and the formation of the *Exxon Valdez* Oil Spill Trustee Council. The Trustee Council consists of three state trustees and three federal trustees. The MOA which governs Trustee Council actions state that they are responsible for overseeing expenditures from the settlement fund "...for the purposes of restoring, replacing, enhancing, or acquiring the equivalent of natural resources injured as a result of the oil spill and the reduced or lost services provided by such resources..."

The Memorandum of Agreement and Consent Decree in United States v. Alaska A91-081 CV (August 28, 1991) ("MOA") provides that the United States and the State of Alaska ("the Governments") shall establish a joint trust fund to receive, hold, disburse, and manage all natural recoveries obtained by the Governments under the Clean Water Act arising out of the *Exxon Valdez* oil spill. Under the MOA, the joint trust fund is to be established in the Registry of the United States District Court for the District of Alaska "or as otherwise determined by stipulation of the governments and order of the court." Pursuant to a series of orders entered by the District Court for the District of Alaska, the joint trust fund monies were held in the Court Registry Investment System (CRIS) in Houston, Texas. Monies held in the CRIS were limited to investments in Treasury securities and incurred high fees.

The Trustee Council developed a solicitation and review process for projects to address the purposes stated in the MOA. The outcome of the process is the development of a federal fiscal year Work Plan and approval of funding for projects to be conducted during the year.

Upon approval of a resolution by the Trustee Council, the Department of Law and the U.S. Department of Justice petitioned the Court for release of settlement funds from the Joint Trust Account within CRIS. Funds required for federal project implementation are transferred to the U.S. Department of Interior Natural Resources Damage Assessment and Restoration (NRDA&R) Fund. Funds required for state project implementation are transferred to an Expendable Trustee Fund for the civil settlement.

Under terms of the Agreement, the governments are required to deposit the amounts disbursed for approved projects into segregated funds and any interest earned is retained for Trustee Council activities. The reporting of the interest and unobligated balances allows the Joint Trust Fund to recover settlement funds through reduced disbursements.

In November 1999, Congress provided new authority (App. C, Section 350, Public Law No. 106-113, 113 STAT. 1501 A-207-8, attached), permitting the United States and the State of Alaska to invest the joint federal-state *Exxon Valdez* oil spill settlement funds outside the U.S. Treasury. Subsection (7) of this provision conditions the continuation of this authority beyond September 30, 2002 upon submittal of a report to Congress by September 30, 2001 recommending "a structure the Trustees believe would be most effective and appropriate for the administration and expenditure of remaining funds and interest received."

In 2000, the Trustee Council carefully evaluated whether to use this statutory authority, and after careful deliberation and adoption of a set of investment policies, with the approval of the United States District Court for Alaska, decided to deposit the funds with the State of Alaska for investment by the Department of Revenue, Treasury Division. That deposit was made in October 2000.

It is recognized that the Trustee Council uses funds from the settlement for activities to restore injured resources and services. It does not manage fish and wildlife resources or manage land. Fish and game management decisions are made by fish and game boards, or by appropriate federal or state agencies. The Trustee Council may fund research to provide to those agencies or other groups. Additionally, the Trustee agencies are required

to maintain accountability for the expenditures of Exxon settlement funds using general accepted accounting principles and Federal and State accounting procedures. As a minimum, these procedures will identify expenditures as approved in the annual Work Plan with supporting documentation.

Pursuant to the MOA, the governments have established standards and procedures governing the joint use of natural resource damage recoveries. The Financial Operation Procedures are located in appendix C of said MOA. In addition to these procedures, activities carried out by a state or federal agency are to be conducted in accordance with existing agency operating procedures.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Fish and Game, on behalf of the EVOSTC, is soliciting proposals for an Agreed-Upon-Procedures (AUP) contract for the Fiscal Year beginning February 1, 2018 through January 31, 2019, in conformity with general accounting principles.

To meet the requirements for this request for proposals, the consultant will perform the AUP in accordance with generally accepted standards including those issued by the Comptroller General of the United States.

Other helpful informational material that can be provided to the consultant includes:

1. All working papers and reports must be retained, at the contractor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the *Exxon Valdez* Oil Spill Trustee Council of the need to extend the retention period. The contractor will be required to make working papers available, upon request.
2. In addition, the contractor shall respond to the reasonable inquiries of successor contractors and allow successor contractors to review working papers relating to matters of continuing accounting significance.
3. The contractor's principal contact with the EVOSTC will be the Administrative Manager and/or the Executive Director, or a designated representative, who will coordinate the assistance to be provided by the Trustee Agencies to the contractor.
4. The EVOSTC provides funding to the following agencies whose key personnel and with the location of their principal offices (Appendix C) is attached:
 - a. Alaska Department of Law
 - b. Alaska Department of Fish and Game
 - c. Alaska Department of Natural Resources
 - d. Department of Interior, Fish and Wildlife Service
 - e. Department of Interior, USGS, National Biological Service
 - f. Department of Interior, Bureau of Land Management
 - g. Department of Agriculture, Forest Service
 - h. National Oceanic and Atmospheric Administration
5. The Trustee Council operates on a Fiscal Year, February 1 to January 31.
6. The accounting and financial functions of the State of Alaska agencies are centralized. The United States agencies have differing financial and accounting policies and procedures.
7. Three trust funds are being utilized to ensure the funds are expended or held for the joint purpose of the EVOSTC.
 - a. In October 2000, EVOSTC funds were transferred from CRIS and deposited in the EVOSTC Investment Fund at the AK Department of Revenue, Division of Treasury. The AK Department of Revenue was chosen to manage and invest the funds on behalf of the Council. The EVOSTC Investment Fund is accounted for in a custodial capacity as agency funds (Assets = Liabilities).
 - b. Funds necessary to carry out the EVOS Trustee Council projects are transferred to the EVOSTC Settlement Fund (a special revenue fund) for State agencies which they typically expend directly.
 - c. The United States deposits their funds in the Department of Interior, Natural Resources Damage Assessment and Restoration (NRDA&R) Fund.

8. The EVOSTC authorizes funds by projects or by program. Each proposer submits a proposal and the required budget documentation. The budget documentation includes the proposed line-item expenditures and information on employees. Once funding is approved, the Trust Agencies are required to maintain accountability for the expenditure of settlement funds using generally accepted accounting principles and Federal and State accounting procedures.
9. The State of Alaska accounts for all expenditures using a current financial resources measurement focus on the modified accrual basis. In addition to the Financial Operating Procedures, each project or program is carried out in accordance with existing agency procedures.
10. A cash basis accounting is used in the NRDA&R Fund. With exception of the Department of Interior, Fish and Wildlife Service, the federal agencies do not spend directly from the fund. In accordance with cash flow plans submitted by Trust Agency Support, funds are transferred to the respective agency and the balance of the fund is invested. The cash flow plans reflect an estimate of funding requirements, usually on a quarterly basis. The investments are structure to mature based on the cash flow plans. Modified accrual basis is used for the individual agency accounts. In addition to the Financial Operating Procedures, each project is carried out in accordance with existing agency procedures.
11. The EVOSTC does receive Federal or State Financial Assistance. Maximum use is made of existing agency administrative structures and some projects are funded jointly by the Council and the respective agency.
12. The EVOSTC does not participate in any pension plans.
13. The EVOSTC does not contain any component units.
14. The EVOSTC does participate in joint ventures with the Trustee Agencies. These take the form of augmenting existing work or providing information which is beyond the financial capacity of the Trustee Agencies.
15. Each of the Trustee Agencies has their own finance department.
16. Each of the Trustee Agencies has their own computer systems.
17. Each Federal Agency and the State of Alaska has federally and state-approved audit functions.
18. Reports are available upon request.
19. The Trustee Agency finance staff and responsible management personnel will be available during the audit to assist the firm, providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the contractor.
20. In the event in-person meetings or work sessions are needed, the EVOSTC will provide the contractor with reasonable work space, desks, and chair. The contractor will also be provided with access to the telephones, photocopying facilities, and fax machines. Individual arrangements should be made with each Trustee Agency.
21. Report preparation, editing, and printing shall be the responsibility of the contractor.

5.02 Deliverables

The contractor will be required to provide the following deliverables following the completion of the AUP:

Natural Resources Damage and Restoration Fund (NRDA&R)

1. Obtain the necessary information and perform procedures to verify the flow of funds into and out of EVOSTC's NRDA&R account. Specifically, the contractor will:

- a. Obtain the annual cash flow plan for each federal fiscal year ending September 30 from the U.S. Department of Interior (DOI). Contractor will inquire of the DOI staff as to the procedures used to prepare/establish the plan and ensure the disbursements to the federal agencies are made in accordance with the Trustee Council work plan.
 - b. Perform procedures to ensure that disbursements from the NRDA&R accounts to each of the federal agencies were made in accordance with the work plan and court notices for the end of the federal fiscal year.
 - c. Reconcile amounts disbursed from NRDA&R to amounts reported by the agencies.
 - d. Perform procedures related to EVOSTC's NRDA&R account for monitoring return of the unspent project or program funds from the federal agencies.
2. Perform procedures relative to the process and controls of each of the federal agencies to ensure that unspent project or program funds are properly and timely returned to *Exxon Valdez* Oil Spill Trustee Council's NRDA&R account. Specifically the contractor will:
 - a. Contact federal agencies to determine when unspent project or program funds were last returned and for which project/program.
 - b. In order to assist the contractor with these procedures, the contractor shall request each agency to prepare a schedule of unspent project/program funds by project/program/year.

State of Alaska EVOSTC Settlement Account

1. Evaluate procedures in place at the State of Alaska, Department of Fish and Game for monitoring unspent portions of project/program funding to ensure unspent funds are identified and reported to the Trustee Council and used to offset future Trustee Council funding.
2. Evaluate the Restoration Office's process in place to monitor timely return of unspent funds.
3. Review the Restoration Office's process for determining available unencumbered and unspent EVOSTC project/program funds that are available to reduce the amount transferred through future court notices.

EVOSTC Restoration Office

1. Evaluate controls over expenditures by the Restoration Office to ensure that costs incurred are reasonable and within the mission of the EVOSTC.
2. Obtain and review a listing of expenditures for EVOSTC internal administrative allocation (Project 100).

For the EFY17 AUP (performed in EFY 18), the EVOSTC will have all records ready for the AUP and all management personnel available to meet with the firm's personnel by March 2018.

For subsequent contracted years, the EVOSTC will have all records ready for examination and all management personnel available to meet with the firm's personnel as of mid-March each year.

Each of the following should be completed by the contractor no later than the dates indicated:

1. **Interim Work (Preliminary Report)** – For review of EFY17 (performed in EFY18) and future AUPs: the contractor shall complete work by June 30, 2018.
2. **Detailed AUP Plan** – For review of EFY17 (performed in EFY18) and future AUPs: the contractor shall provide the EVOSTC by March 15, both a detailed plan and a list of schedules to be prepared by the EVOSTC.

3. **Field Work** – For review of EFY17 (performed in EFY18) and future AUPs: the contractor shall complete all fieldwork by June 30, exit conference will be by July 15.
4. **Draft Reports** – For review of EFY17 (performed in EFY18) and future AUPs: the contractor shall have drafts of the report(s) and recommendations to management available by July 31.

Entrance conferences, progress reporting, and exit conferences shall have a similar time schedule developed for audits of future fiscal years if the EVOSTC exercised its option for additional AUP. At a minimum, the following conferences should be held by the dates indicated on the schedule:

1. **Entrance conference with Executive Director and Administrative Manager:** first week to mid-March. The purpose of this meeting will be to discuss prior problems and the interim work to be performed, establish overall liaison and the AUP, and to make arrangements for work space and other needs of the contractor.
2. **Entrance conference with Trustee Agency key officials and Administrative Manager (if needed or requested):** by mid-March a letter will be sent out. The purpose of this letter/meeting will be to discuss prior problems and the interim work to be performed, establish overall liaison for the AUP, and to make arrangements for work space and other needs of the contractor.
3. **Progress conference with Administrative Manager and, if needed or requested, department heads of key offices or programs** – by mid-April. The purpose of this meeting will be to summarize the results of the preliminary review and to identify the key internal controls or other matters to be tested.
4. **Exit conference with Administrative Manager and, if needed or requested, department heads of key offices or programs** – by July 15. The purpose of this meeting will be to summarize the results of the field work and to review significant findings. In addition, the contractor may be requested to provide written reports on the progress. Any requirement will be discussed during contract negotiations.
5. **Final Report** – the contractor shall provide all recommendations, revisions, and suggestions to the Administrative Manager by no later than the first week of August.
6. **Revised report, including a draft auditor's report** – shall be delivered by July 31. The Executive Director, Administrative Manager, and key Trustee Agency officials, if needed or requested, will complete their review of the draft report as expeditiously as the contractor shall be available for any meetings that may be necessary to discuss the reports. Once all issues for discussion are resolved, an electronic copy shall be emailed to the EVOSTC office at dfg.evos.restoration@alaska.gov, and/or a hard-copy of the final signed report shall be delivered to the Exxon Valdez Oil Spill Trustee Council during regular business hours at 4230 University Drive, Suite 220, Anchorage, AK 99508. It is anticipated that this process will be completed and the final report delivered no later than the first week of August.

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 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 have a minimum of five (5) years of experience working on similar projects, and provide reference names and phone numbers for the similar projects the offeror's firm has completed.

6.05 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.

6.06 Evaluation Criteria

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

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

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables 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 Experience and Qualifications (40 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

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

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm demonstrated at least five (5) years of prior experience completing similar projects, and provided letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.03 Contract Cost (40 Percent)

Overall, a minimum 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 2.12.

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.

7.04 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

1. Proposal Evaluation Form
2. Standard Agreement Form - Appendix A
3. Appendix B1
4. Cost Schedule
5. Alaska Bidder Affidavit
6. Appendix C - Certification of Debarment