

STATE OF ALASKA REQUEST FOR PROPOSALS



PROCESS SERVICE RFP 2017-0400-0019

ISSUED DECEMBER 6, 2017

DEPARTMENT OF REVENUE, CHILD SUPPORT SERVICES DIVISION IS SOLICITING PROPOSALS
FOR PROCESS SERVICE OF LEGAL DOCUMENTS.

ISSUED BY:

DEPARTMENT OF REVENUE
ADMINISTRATIVE SERVICES DIVISION

PRIMARY CONTACT:

DORIE CHOQUETTE
PROCUREMENT OFFICER
DORIE.CHOQUETTE@ALASKA.GOV
(907) 465-2313

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.

TABLE OF CONTENTS

INTRODUCTION AND INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	5
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
SEC. 1.07 RETURN INSTRUCTIONS	5
SEC. 1.08 PROPOSAL CONTENTS	6
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10 AMENDMENTS TO PROPOSALS.....	7
SEC. 1.11 AMENDMENTS TO THE RFP.....	7
SEC. 1.12 RFP SCHEDULE	7
SEC. 1.13 ALTERNATE PROPOSALS.....	8
SEC. 1.14 NEWS RELEASES.....	8
SECTION 2. BACKGROUND INFORMATION	9
SEC. 2.01 BACKGROUND INFORMATION	9
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	10
SEC. 3.01 SCOPE OF WORK	10
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 3.03 DELIVERABLES.....	11
SEC. 3.04 CONTRACT TYPE.....	18
SEC. 3.05 PROPOSED PAYMENT PROCEDURES	18
SEC. 3.06 CONTRACT PAYMENT	18
SEC. 3.07 LOCATION OF WORK.....	18
SEC. 3.08 SUBCONTRACTORS.....	19
SEC. 3.09 JOINT VENTURES	19
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS	19
SEC. 3.11 CONTRACT PERSONNEL	19
SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	20
SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	20
SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY	20
SEC. 3.15 INSURANCE REQUIREMENTS.....	21
SEC. 3.16 TERMINATION FOR DEFAULT	21
SECTION 4. PROPOSAL FORMAT AND CONTENT	22
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	22
SEC. 4.02 INTRODUCTION	22
SEC. 4.03 UNDERSTANDING OF THE PROJECT	22
SEC. 4.04 METHODOLOGY USED FOR THE PROJECT	22
SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT	22
SEC. 4.06 EXPERIENCE AND QUALIFICATIONS	22
SEC. 4.07 COST PROPOSAL.....	23
SEC. 4.08 EVALUATION CRITERIA	23
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	24
SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%).....	24

SEC. 5.02	MANAGEMENT PLAN FOR THE PROJECT (20%)	24
SEC. 5.03	EXPERIENCE AND QUALIFICATIONS (20%)	24
SEC. 5.04	CONTRACT COST (40%)	25
SEC. 5.05	ALASKA OFFEROR PREFERENCE (10%)	25
SECTION 6.	GENERAL PROCESS INFORMATION	26
SEC. 6.01	INFORMAL DEBRIEFING	26
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	26
SEC. 6.03	SITE INSPECTION	26
SEC. 6.04	CLARIFICATION OF OFFERS	27
SEC. 6.05	DISCUSSIONS WITH OFFERORS.....	27
SEC. 6.06	EVALUATION OF PROPOSALS	27
SEC. 6.07	CONTRACT NEGOTIATION	27
SEC. 6.08	FAILURE TO NEGOTIATE.....	28
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION.....	28
SEC. 6.10	PROTEST.....	28
SEC. 6.11	APPLICATION OF PREFERENCES.....	29
SEC. 6.12	ALASKA BIDDER PREFERENCE	30
SEC. 6.13	ALASKA VETERAN PREFERENCE.....	30
SEC. 6.14	ALASKA OFFEROR PREFERENCE.....	31
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS.....	31
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES.....	31
SECTION 7.	GENERAL LEGAL INFORMATION	33
SEC. 7.01	STANDARD CONTRACT PROVISIONS.....	33
SEC. 7.02	PROPOSAL AS A PART OF THE CONTRACT.....	33
SEC. 7.03	ADDITIONAL TERMS AND CONDITIONS	33
SEC. 7.04	HUMAN TRAFFICKING	33
SEC. 7.05	RIGHT OF REJECTION.....	33
SEC. 7.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	34
SEC. 7.07	DISCLOSURE OF PROPOSAL CONTENTS	34
SEC. 7.08	ASSIGNMENT.....	34
SEC. 7.09	DISPUTES	34
SEC. 7.10	SEVERABILITY.....	34
SEC. 7.11	SUPPLEMENTAL TERMS AND CONDITIONS	35
SEC. 7.12	CONTRACT INVALIDATION	35
SEC. 7.13	SOLICITATION ADVERTISING	35
SECTION 8.	ATTACHMENTS.....	35
SEC. 8.01	ATTACHMENTS.....	35
ATTACHMENT 1:	PROPOSAL EVALUATION FORM.....	36

INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Revenue, Child Support Services Division, is soliciting proposals to establish a contract for the Process Service of legal documents that are used to establish, modify and/or enforce child support or paternity. Services will meet the requirements of CSSD and be in compliance with Federal and State laws and regulations.

SEC. 1.02 BUDGET

The Department of Revenue, Child Support Services Division (CSSD) requires the prospective Offerors propose service rate fees upon which the contract will be based.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3 PM** Alaska Time on **DECEMBER 27, 2017**. Oral or faxed proposals are not acceptable.

SEC. 1.04 PRIOR EXPERIENCE

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

(a) Within the last five (5) years, the Contractor must have two (2) years (24 consecutive months) previous experience with process service of legal documents, and knowledge of pertinent laws and regulations concerning the service of process of legal documents.

(b) The Contractor must have been in the process service business in Alaska for at least one (1) year (12 consecutive months) at the time the proposal is submitted. Proof must be provided in the form of an Alaska business license reflecting NAICS code 96147 and/or a statement from the Alaska State Troopers that the Contractor has been in business for a minimum of one (1) year (12 consecutive months).

(c) The Contractor must provide documented previous experience in process serving, number of subpoenas served on a monthly and/or yearly basis and success ratio information. The Contractor must submit a minimum of three (3) verifiable references where a minimum of one-hundred (100) services have been completed for each reference in a 12-month consecutive period and where at least a sixty-percent (60%) completion rate can be documented. References provided must be for work completed within the last five (5) years and include a name and current daytime telephone number.

(d) The Contractor must have an approval letter from Alaska State Troopers. The letter must be dated after 01/01/2017 and state that the Contractor and each process server employed by the Contractor is in good standing and has no substantiated complaints of wrongdoing against them.

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.

SEC. 1.05 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.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **DORIE CHOQUETTE** – PHONE **907-465-2313**

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal, in writing and one electronic copy (jump drive, CD, etc.), 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 REVENUE
Division of ADMINISTRATIVE SERVICES DIVISION
Attention: DORIE CHOQUETTE
Request for Proposal (RFP) Number: 2017-0400-0019

RFP Title: PROCESS SERVICES

333 Willoughby Ave., 11th floor
Juneau, Alaska 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **DORIE.CHOQUETTE@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 **907-465-2313** 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.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) 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.

(b) 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. Drug Free Workplace Act of 1988
- F. all terms and conditions set out in this RFP;
- G. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- H. that the offers will remain open and valid for at least 90 days; and
- I. 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.

The following must be received within 10 days of the date the Notice of Intent (NOI) is issued:

- J. CSSD Confidentiality Agreement (Attachment A), signed by the Contractor and their employees and subcontractors.

If any offeror fails to comply with [A] through [J] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) 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.

(d) 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 Revenue 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.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

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.

SEC. 1.12 RFP SCHEDULE

The RFP 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 may be shifted by the same number of days.

- Issue RFP December 6, 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 3 PM Alaska Time, December 27, 2017,
- Proposal Evaluation Committee complete evaluation by January 3, 2018,
- State of Alaska issues Notice of Intent to Award a Contract January 4, 2018,
- (Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)
- State of Alaska issues contract January 15, 2018

- Contract start January 15, 2018.

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

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Child Support Services Division (CSSD) program is a federally mandated state operated program established by Congress through the enactment of Title IV-D of the Social Security Act and subsequent Congressional Amendments.

Under the law, Child Support Services Division (CSSD) is mandated to establish paternity of minors, establish child support order obligations, and enforce child and spousal support orders. This requires CSSD to file civil actions such as Summons of Complaints, Order to Show Cause and various other legal actions such as Administrative Child Support and Medical Support Orders. Many of these filings and settings for hearings require the serving of legal process on various parties to the action. Also, there are subpoenas to be served on witnesses or subpoena's duces tecum on businesses in civil, criminal and administrative proceedings. CSSD maintains a caseload of approximately 49,000 cases. While the volume of the caseload remains fairly consistent, there is a continual change in the case parties making up the caseload necessitating the need for service of process.

CSSD Documents Sent for Service- Includes Documents sent to Correctional Facilities (January 2016 – December 2016)

Anchorage Municipality Borough 1,216	Fairbanks North Star Borough 297	Kenai Peninsula Borough 129	Matanuska- Susitna 433	Other areas Alaska 139
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SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Revenue, Child Support Services Division is soliciting proposals for the process service of legal documents. Services described in this RFP shall meet all legal requirements for service of process. CSSD anticipates sending an average of 100 services per month. CSSD reserves the right to have the following agencies serve process, without notification to the Contractor, when it is advantageous to the division: Alaska State Troopers, Department of Law employees, Department of Corrections employees, Department of Revenue employees and/or local municipal police.

Service within the State of Alaska

Service shall be performed in all locations within the boundaries of the Anchorage Municipality, Fairbanks North Star Borough, Matanuska-Susitna Borough and Kenai Peninsula Borough, which are accessible via any publicly or privately maintained road. Mileage will not be paid for the central areas of the locations described below.

- Anchorage Municipality – For the purposes of this RFP the central area of the municipality is defined as, North from the Knik Arm Bridge on the Glenn Highway to South at the intersection of the Seward Highway and Alyeska Highway (Milepost 37), including the entire community of Girdwood, shall be known as the central area of the municipality. Areas beyond the intersection shall be considered the rural area of the municipality (excluding the community of Girdwood). The municipality encompasses the entire Anchorage hillside, Anchorage bowl (including Eklutna, Birchwood, Peters Creek, Chugiak, Eagle River; U.S. Military Installations) and Girdwood communities.
- Fairbanks North Star Borough – within a twenty-five (25) mile radius of the intersection of the Richardson and Parks Highways will be known as the central area of the borough and the area beyond this will be known as the rural area of the borough.
- Kenai Peninsula Borough – within a twenty-five (25) mile radius of the intersection of the Sterling Highway and Kalifornsky Beach Road will be known as the central area of the borough and the area beyond this will be known as the rural area of the borough.
- Matanuska-Susitna Borough – within a twenty-five (25) mile radius of the intersection of the Parks and Glenn Highways. This will be known as the central area of the borough and the area beyond this will be known as the rural area of the borough.

The Contractor may serve process in other geographical areas of Alaska. When the Contractor or Subcontractor cannot service an area (other than those listed above) then an Affiliate Server may be used. The Contractor shall use process servers licensed or otherwise empowered to serve process. Process servers that are affiliate members of the National Association of Process Servers or similar national process service organizations are considered to meet these requirements. In-state Affiliate Servers must also meet the “no complaints” with the Alaska State Troopers, bonding, power of attorney and licensing requirements described in previous sections of this RFP.

International Service

International Service will be negotiated with the Contractor on a case by case basis.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **January 15, 2018 through June 30, 2019 (1.5 YEARS) with three optional 1-year renewals at the State's sole discretion.**

The approximate contract schedule is as follows:

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.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

A. SERVICE

1. The Contractor must pick up and drop off all items of service at the Anchorage CSSD office, Suite 311, between the hours of 2:00 PM and 3:00 PM daily (Monday-Friday, excluding State of Alaska Holidays). A State of Alaska holiday schedule will be provided after the contract is fully executed.
2. All communication with caseworkers shall take place via telephone or electronically. The Contractor must contact either the Project Manager, or designee, in advance, when a meeting to discuss a service is necessary. The Contractor will not request a caseworker be summoned during the pickup and drop off times unless prior arrangements have been made with the Project Manager, or designee.
3. Judicial Paternity Service at Alaska Correctional Facilities: When service for Judicial Paternity is required at an Alaskan Correctional Facility, CSSD will provide the Affidavit of Proof of Service at a Jail Facility (Attachment B). The Contractor will have the supervisor at the jail complete Court form CIV-140 (6/01(st.2) Affidavit of Proof of Service at a Jail Facility. The completed Affidavit of Proof of Service at Jail Facility will be returned with the CSSD Return of Service form.
4. All requests for process serving will be made via CSSD Directions for Service Form (04-1556A_Process_Server_Instructions) (Attachment C). No work shall be performed without receipt of a properly completed form. The Contractor must accept all written requests provided by the Project Manager and must attempt to execute all requests. When serving at correctional facilities, additional forms may be required.
5. Attempted Service. The Contractor shall:
 - (a) Attempt to serve documents at an individual's home address first prior to serving documents at their employer's address when both are provided. An exception may be made if the Project Manager specifically directs the contractor in writing to serve documents at the employer's address first.
 - (b) Attempt to serve documents a minimum of four (4) times. If after the fourth attempt the process server believes the address is valid based on other evidence such as the vehicle parked at the residence is owned by the party named on the documents, or a manager of an apartment complex states to the server that the party named on the documents lives there, up to six (6) additional attempts may be made by making a request electronically to the Project Manager, or designee, and by stating the reason(s) the server is requesting the additional attempts (i.e. parked car is registered to the person named in the document, etc.) The six (6) possible

additional attempts under these circumstances will be paid at the rate allowed for state employees, even if the additional attempts are within the geographical boundaries described in Section Three of this RFP, excluding Anchorage, plus an hourly rate of \$30.00 per hour for any time required beyond the two (2) hours. Although the Anchorage area is exempt from additional charges by the Contractor, the Contractor must request permission for the six (6) additional attempts in all geographical areas. Regardless of successful or unsuccessful service, after ten (10) attempts the documents must be returned to CSSD unless an exception is requested and approved by the Project Manager. Two (2) or more of the attempts should be made during the evening hours (evening hours are defined as those hours between 6 PM and 10 PM) and, if necessary, at least one attempt on the weekend except when the process server's findings clearly document that the service address is at the place of business that is closed during these hours. For this contract, the weekend begins at 8 AM Saturday and ends at 10 PM Sunday, (Alaska Standard Time). No more than three (3) attempts shall be made within a 48-hour time period. The allowable mileage rate for reimbursing state employees for approved travel in privately owned vehicles may be found on the [State of Alaska, Division of Finance website](#).

(c) To qualify as one of the four service attempts, each attempt at the same address shall not be made within four hours of the last attempt.

(d) After the first attempt at an invalid address, additional attempts at the address are not required.

(e) All communications or attempts to contact the subject via telephone, internet or in writing shall not qualify as one of the four attempts.

(f) All attempts will be made in person. Service will not be done via United States Postal Service or other mail/courier type delivery services.

(g) The aforementioned "attempted service" requirements shall apply to each address when the Project Manager provides the Contractor with multiple addresses. In instances where one (1) address is provided, four (4) attempts will be made based on the other criteria in the RFP. In instances where two (2) addresses are provided, two (2) attempts will be made at each address, one (1) of which will be during the evening hours (6 PM to 10 PM, Alaska Time) with the final attempt being made on the weekend at the residential address. In instances where three (3) addresses are provided, one (1) attempt will be made at each location and the final attempt will equal the four (4) required and must be made in the evening hours (6 PM to 10 PM, AST) or on the weekend.

(h) Unsuccessful attempts shall be documented on the Process Service Attempt Log (Attachment D).

6. The Project Manager may, at its sole discretion, provide the Contractor with more than one address for service (e.g. business address and residential address). However, no more than three (3) addresses will be placed on a Direction for Service form. When more than one address is provided the Contractor shall only bill for one service charge; although the Contractor may attempt service at each of the addresses provided.

7. The Contractor shall complete service in the State of Alaska within forty-five (45) days. Out-of-state service shall be completed within sixty (60) days. By the end of these time frames all unserved process service forms shall be returned to the Project Manager documenting the attempts made.

8. The Project Manager will advise the Contractor of new addresses for service, as they become available. No additional charge will be made by the Contractor for attempting service at these new locations if they are in the same geographical service area and the minimum amount of attempts at service have not been made. If the new address is in another service area, Contractor shall be paid a second fee for attempting service at that new address and at least four (4) attempts shall be made before returning it unserved. If the new address supplied by the Project Manager is within the same service area and the Contractor has completed the minimum number of

attempts and is preparing to return it unserved, the Contractor may request an additional full process service fee. The Project Manager or designee shall make approval for an additional fee in writing.

9. In the event the Contractor is unable to affect service at the address supplied by the Project Manager, the Contractor shall perform a skip-trace in an attempt to locate the individual. Details of this skip-trace attempt shall be documented on the Attempt of Service Log. New locate information must be reported in the process server's affidavit. Skip tracing will be done at no charge to the State.

10. The Contractor may attempt service at a different address than indicated on the Request for Service form. All attempts shall be documented on the back of the CSSD Directions for Service form.

11. The Contractor shall make every attempt to consolidate service runs to ensure the most economical rates possible are being charged. When CSSD provides telephone information, the server should attempt to schedule the service instead of attempting to make cold contacts when traveling outside of central areas.

12. In the event the Contractor locates an individual for service outside of the normal service areas in Alaska, the Contractor must advise the Project Manager before attempting service. If it is deemed to be in the best interest of the State, the Project Manager will authorize travel and per diem for a server to attempt service. All approvals will be in writing from the Project Manager and will outline the approved travel details. [Hourly remuneration/per-diem](#) shall be in accordance with Administrative Rule 11. The Contractor must use the most economical means of transportation available. At no time will the State pay for First Class travel.

13. After successful service, the Contractor shall complete the Return of Service portion of the original Service Form (04-1556A_Process_Server_Instructions) (Attachment C) The Return of Service portion of the Directions for In State Service form will serve as the Process Server's Affidavit of Service. The completed Directions for In State Service form must be delivered to the Project Manager or postmarked within five (5) working days after the successful service. The Return of Service portion must reflect all charges by the Contractor and accurately reflect the total charges. Only charges listed on the Return of Service portion will be honored. As needed, the Contractor may write in charges that are not identified on the preprinted lines. The charges must clearly identify what they are for, the amount, and be included in the total cost of the service.

14. NO SUBSTITUTE SERVICE: Service documents that are check marked "Must be served on Individual Named" must be served only on the individual listed. No substitute service will be accepted. CSSD will withhold payment on documents that are served to anyone other than the individual listed.

15. In the event of an error in the Return of Service portion of the Directions for Service form, the Contractor will provide an Affidavit of Service that states the error and provides the correct information. The corrected Affidavit of Service will be submitted to the Project Manager within three (3) business days if the error is the Contractor's fault and within five (5) business days if it is the State's fault. The Contractor will not be paid a fee for preparing a correction Affidavit of Service.

16. At the request of the Project Manager, the Contractor shall provide expedited service. Expedited service is defined as service or at least an attempt of service at an address, within:

(a) Eight (8) Hours - Municipality of Anchorage; Fairbanks North Star Borough central area; Matanuska-Susitna Borough central area.

(b) Twelve (12) Hours - Matanuska-Susitna Borough rural area.

(c) Twenty-four (24) Hours – Fairbanks-North Star Borough rural area; Kenai-Peninsula Borough.

17. The Contractor shall keep accurate records of service in the event a new proof of service affidavit is needed or a person is needed to testify in court at a later date. Records of service shall be available upon at the request of the Project Manager. The Contractor shall provide a new proof of service within seven (7) business days of the request. The Contractor may request payment for copies as outlined in [Administrative Rule 11](#).

18. SECURITY:

(a) Documents being transported must be kept secure at all times. Transport vehicles must have factory-installed doors and locks and documents must be secured within the vehicle. Documents may not be transported in the back of bed type vehicles, (i.e. pickup truck, with or without a shell).

(b) Whenever transporting documents between locations, the documents must be secured in a bag, pouch or similar type container that is not see-through. This is to ensure the information contained in the documents is not viewable by anyone other than the server.

(c) CSSD items may be transported with items from other clients; however, they must be stored in their own secure container.

(d) When in office locations, information must be kept under dual locks. An office door with a dead bolt or similar lock may count as the first lock. Paper documents must be stored in a locked drawer or cabinet that is kept locked except when in use. (This may count as the second lock.) If non-CSSD items are stored in the same cabinet, CSSD items must either have their own drawer or be stored in some type of container that will keep them separated from non-CSSD items. For electronic documents, password protection and user sign-ins may serve as the second lock. Computer monitors must be situated so that unauthorized personnel may not view the screen. Each program user must have a personal user log-on and password. Only staff that have signed the CSSD confidentiality form and been approved by CSSD are to be allowed access to the document locations

19. INFORMATION RETENTION: The Contractor and/or Subcontractor shall only maintain information on CSSD case parties until payment has been received for services rendered. Upon payment, all information must be purged from the Contractor's and/or Subcontractors' files (paper and electronic). The ONLY information that may be maintained by the Contractor after receiving payment for services is:

- Type of Document received
- Date document was received
- Case Party Names
- CSSD Case Number
- Type of Service (Served or Unserved)
- Date of Service
- City, State of Service
- Date document was returned
- Server's name
- Contractor Invoice Number
- All fees collected and disbursed

- Contractor Invoice Number

20. When it is necessary for the Contractor, one of their employees and/or Subcontractors to testify in court about the services they provided for the State. The Contractor will be paid a witness fee as outlined in Alaska rules of Court, [Administrative Rule 7](#) (a) and (b) – Witness Fees. No additional charges shall be charged to the State in these instances.

Specific deadlines for the return of documents have been outlined in this RFP. The Contractor is required to meet these deadlines. If a Contractor fails to meet a deadline, they will receive a written notice by the Project Manager indicating the error. After three (3) notices, a certified letter will be sent to the Contractor notifying that they are in non-compliance with the contract terms and conditions and the contract is subject to termination if deadlines continue to be missed. After the certified letter has been received by the Contractor, if the Contractor continues failing to meet the deadlines, the Project Manager may terminate the contract. In the event the contract is terminated, either the next responsive Offeror will be awarded the contract or the contract will be re-bid. The State will make the determination on which method award is in its best interest.

21. PROJECT MANAGER WITHDRAWAL OF SERVICE REQUEST:

(a) Prior to successful service, CSSD may choose to withdraw the process service request. Withdrawal may be communicated either via email, telephone or fax. Upon withdrawal, Contractor shall return documents to CSSD within three (3) working days of notification of withdrawal by CSSD.

(b) For service within the State of Alaska, if an attempt at service has not been made on the request, CSSD will not be charged for the return.

22. CONTRACTOR WITHDRAWAL OF SERVICE REQUEST: In extreme situations, the Contractor may choose to call the Project Manager and request to withdraw from a particular process service assignment. The Contractor must contact the Project Manager via telephone and request the withdrawal of service. They should provide enough information and justification to allow the Project Manager to evaluate the situation and determine the validity of the request. The Contractor's verbal request must be followed with a written request for the withdrawal and Return of Service document within two (2) working days. No payment will be made for a withdrawal of service requested by the Contractor. An extreme situation is defined as one that would put the server in a dangerous situation that could result in physical harm to server.

23. HOURLY CHARGES: For each hour in excess of two hours actually and necessarily spent to obtain service on an individual, the hourly rate will be \$30.00. If more than one document is served on an individual at the same time, then only one excess hourly fee will be charged. Only time spent on service for a specific individual will be counted. In other words, if the server attempts to serve multiple individuals in an area, then the excess time will not start counting until two full hours have been spent solely on the individual that the excess hours are being charged for. The requirement for consolidation of service attempts remains and may not be ignored in an attempt to collect hourly service rates on all individuals. It is expected the hourly rate will only come in to play for difficult services or excessive travel.

24. PAYMENT FOR SERVICE IN-STATE BUT OUTSIDE OF THE DEFINED SERVICE AREA: Mileage will not be paid for the defined central areas of the locations listed in Section Three, Service within the State of Alaska, (Defined Service Areas of Alaska). For service within the State of Alaska but outside of defined service areas such as Southeast Alaska, the Contractor will be reimbursed for the cost charged by the in-state process served, not to exceed \$150.00 per service without prior written permission from the Project Manager. The Contractor will also be paid an administrative fee equal to thirty percent (30%) of the cost of a service within Alaska (bid amount for a service under this contract). When billing for a services from an in-State server, a copy of the in-State server's

invoice must be included with the return of service. This provision applies only to affiliate servers and not Subcontractors. Failure to provide a copy of the in-State server's invoice will result in non-payment to the Contractor until the invoice can be produced.

25. PAYMENT FOR RETURN OF SERVICE "UNSERVED": For requests for service returned to the Project Manager unserved, within the areas of Alaska personally serviced by the Contractor, payment will be made at the rate of fifty percent (50%) of the final Price-Per-Service.

26. MILEAGE: When mileage is charged, the invoice must reflect actual number of miles claimed. Mileage will only be allowed for the attempts of service in the "rural areas" of the Anchorage Municipality, Fairbanks North Star Borough, Matanuska-Susitna Borough, Kenai Peninsula Borough and other outlying areas. Mileage will be paid per the rates in [Administrative Rule 11](#). Mileage will be calculated using the outer edge of each of the central areas as defined in Section Three, Service within the State of Alaska.

(a) **Example:** Service requested for Seward would be calculated starting 25 miles from the intersection of the Sterling Highway and Kalifornsky Beach Road as illustrated below.

Sterling Highway & Kalifornsky Beach Road 0

Mileage to Seward 94

Less un-chargeable miles -25

One Way commuter mileage 69

Chargeable round trip commuter mileage 138

When multiple services are requested in an area, the Contractor will charge only one time for commutable miles and then individually for miles traveled in the location to affect each service. Using the example above, the Contractor should only charge for the 138 miles one time, regardless of the number of individual services requested, and will be divided between those served.

B. COMMUNICATION AND REPORTING REQUIREMENTS

1. The Personal Information Protection Act, which went into effect on July 1, 2009, has resulted in changes to the way the State of Alaska conducts business with agency partners, Contractors and the public. Though the Act doesn't indicate encryption is required, it is essentially the only appropriate way to guarantee information is secure while in transit and is a prudent measure in ensuring the un-tampered with delivery of Personal Identifiable Information and Electronic Protected Health Information.

2. Process Service information can be exchanged between the Project Manager and the Contractor via an encrypted email and/or via secure FTP (file transfer protocol) transmission. If the secure FTP transmission method is used, CSSD will drop off and pick up files from the Contractors FTP site based on a schedule. The State of Alaska automatically encrypts email attachments containing personally Personal Identifiable Information.

3. If Personally Identifiable Information needs to be exchanged, the Contractor will have the ability to retrieve an encrypted attachment after they have authenticated with the State of Alaska HTTPS drop-off and pick-up service [ZendTo](#).

4. The Contractor must maintain an email account that is capable of uploading and downloading files containing information not limited to those described in sub-paragraph 7 below.

5. The Contractor shall maintain the status of all documents and shall provide a central location in Anchorage where the Project Manager can make inquiries. The Project Manager may submit inquiries via email, telephone, fax or hard copy delivered via USPS or other courier.

6. The Contractor shall respond to all telephone, fax or email inquiries within four (4) business hours of receipt when the service is within the State of Alaska. Business hours will be based on the State's operating hours of 8 AM – 4:30 PM (Alaska Time), Monday-Friday, excluding State of Alaska Holidays. The Contractor shall respond to all written inquiries received via USPS or other courier within ten (10) days. If inquiries are not returned in a timely fashion, after three (3) warnings in the current fiscal year, the contract may be terminated.

7. Every Monday by 10 AM (AST), the Contractor will send a weekly report in the form of an electronic Excel spreadsheet file report to the Project Manager that includes the following:

- (a) CSSD Case Number
- (b) CSSD Case Party Name
- (c) In-State
- (d) Subcontractors or Affiliate Server Name (if applicable)
- (e) Date received by Contractor
- (f) Status
- (g) Date returned to CSSD
- (h) Status of return (Service/Date/City/State or Unserved)

8. The Contractor is required to submit an Excel spreadsheet monthly report electronically, attached to each invoice to the Project Manager. The report is due no later than the 5th day of each month. The report should recap all activities for the month. The month will begin on the first day of the month and end on the last day of the month. The report should be in four (4) parts.

- Part one should recap the number of served and unserved documents broken out by region, with the total number of served and unserved noted at the end.
- Part two should be a detailed report that includes the following information for each service:

- (a) CSSD Case Number
- (b) CSSD Case Party Name
- (c) In-State or Out-of-State Request
- (d) Subcontractors or Affiliate Server Name (if applicable)
- (e) Date received by Contractor
- (f) Status
- (g) Date returned to CSSD
- (h) Status of return (Served/Date/City/State or Unserved)

- Part three should be named “New Addresses by Research”. This part should list the CSSD cases which were researched by Contractor after the address provided by CSSD was found to be invalid.
- Part four should be named “No research/Return”. This part of the report should list those CSSD cases in which CSSD has already performed the Locate on the case, found a new address, and sent the documents to the Contractor for service. A skip-trace is not required on these cases.

C. STAFFING REQUIREMENTS: The Contractor shall have employees located in such geographical areas of the state as to be able to affect service as required in this contract. In the event the Contractor does not have an employee located in one of the required service areas of the State, travel to and from that required area shall be at the cost of the Contractor and the Contractor will not be reimbursed by the State except as noted herein.

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

When billing for services from an Affiliate Server, a copy of the Affiliate Server’s invoice must be included with the Return of Service. Failure to provide the supporting invoice will result in non-payment for that service until the proper documentation is provided. An “invoice” includes a sales slip, statement, bill, Directions for Service form (completed and signed by the Affiliate Server) or some other form of proof from the Affiliate Server that verifies what actions were and/or were not taken.

SEC. 3.06 CONTRACT PAYMENT

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

SEC. 3.07 LOCATION OF WORK

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

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.

SEC. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed within the Anchorage Municipality and Matanuska-Susitna Borough. The Contractor or Contractor's employee must complete all service in these areas.

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.

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- CSSD Confidentiality Agreement (Attachment A), signed by the Subcontractor and their employees and subcontractors.
- 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.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.11 CONTRACT PERSONNEL

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

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

SEC. 3.13 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 Revenue or the Commissioner's designee.

SEC. 3.14 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.

SEC. 3.15 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.

SEC. 3.16 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 in **SECTION 8. EXHIBITS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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.

SEC. 4.02 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.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 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.

SEC. 4.05 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.

SEC. 4.06 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:

- title,
- resume,
- location(s) where work will be performed,
- 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.

SEC. 4.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract. Cost proposals must be a Service Fee rate and cannot exceed Alaska Rules of Court, Rules of Administration, Civil Rule 11 ([Administrative Rule 11](#)). There will be no additional costs charged to the State of Alaska, Department of Revenue, Child Support Services Division, unless authorized in the RFP. Service Fees that include other charges or exceed Administrative Rule 11 will not be considered and the bid will be considered non-responsive.

Fee increases will not be allowed under the contract except in one scenario: should Administrative Rule 11 fees increase, then the Contractor's Service fee may increase by the same percentage as the Rule increase. Percentage of increase will be determined by comparing the Rule in effect at the time of contract award with the current rule. The Contractor will not begin charging the Service Fee increase until the Project Manager has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Revenue or the Commissioner's designee. Cost increases will not be retroactive.

Offers must complete and sign a Service Fee Sheet (Attachment E). The sheet must be submitted per section 1.07.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 MANAGEMENT PLAN FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

1) 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?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.04 CONTRACT COST (40%)

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 6.11.

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 6.15.

SEC. 5.05 ALASKA OFFEROR PREFERENCE (10%)

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

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are

commenced, they may be held in the conference room 312 on the 3rd floor of the Atwood State Office Building in Anchorage, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;

- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all 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/pdf/pref1.pdf>

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

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

Sec. 6.12 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference 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.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

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.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% 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.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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 using the formula:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors 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. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in SECTION 8. EXHIBITS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.04 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.

SEC. 7.05 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.

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 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.

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 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:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form - Appendix A
- 3) Appendix B1
- 4) Notice of Intent to Award
- 5) CSSD Confidentiality Agreement (Attachment A)
- 6) Affidavit of Proof of Service at a Jail Facility (Attachment B)
- 7) Directions for Service Form (Attachment C)
- 8) Process Service Attempt Log (Attachment D)
- 9) Service Fee Sheet (Attachment E)

ATTACHMENT 1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **2017-0400-0019**

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:

5.03 Management Plan for the Project—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

- 2) How well is accountability completely and clearly defined?

NOTES:

- 3) Is the organization of the project team clear?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

- 6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

- 7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

- 8) To what degree is the proposal practical and feasible?

NOTES:

- 9) To what extent has the offeror identified potential problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel.

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES:

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

NOTES:

2) Questions regarding the firm.

- a) Has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- c) Has the firm provided letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of **40** percent 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 6.11**.

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 6.15**.

5.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
9. Contractor <div style="text-align: right;">hereafter the contractor</div>			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

NOTICE OF INTENT TO AWARD A CONTRACT



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

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
Y -- RESPONSIVE PROPOSAL
N -- NON-RESPONSIVE PROPOSAL

SUMMARY

Department of Revenue
Child Support Services Division (CSSD)

Contractor Confidentiality Agreement

I understand that as an employee, partner, associate, Subcontractor or assignee of _____, I may have
access to sensitive, confidential or secure CSSD information. All CSSD information about client or employer data is to remain
confidential during and after my employment or association with _____. CSSD information, whether
gathered and shared in verbal, written, magnetic or electronic form, can only be disclosed as needed in the course of my official
job duties and only after approval from CSSD. **I agree not to disseminate or disclose such information except for lawful
purposes to authorized persons, and only to the same extent that a State of Alaska employee would be authorized to
make such disclosure.**

I agree to obey and follow any and all federal and State procedures, safeguards, and contractual clauses that apply to my work
environment and to _____ and its employees, partners, Subcontractors and assignees. CSSD may, if
it deems necessary, provide training to Contractor's employees/agents on CSSD confidentiality issues. Training will be provided
at CSSD's location and should last no more than one hour.

I understand that I must immediately disclose if I have a child support case with Alaska CSSD or any other State. I further
understand that I am required to provide my social security number and that CSSD will verify that there are no outstanding debts
owed to CSSD. Should debts be found, appropriate collection actions will be taken.

If subpoenaed lawfully, I agree to cooperate with the subpoenaing agency or court.

**I have read and understood the foregoing, and I understand that I may be sanctioned for any violation of this
agreement, including possible termination of contracts with CSSD and possible criminal prosecution.**

Printed Name: _____

Company Name: _____ Supervisor's Name: _____

Company Address: _____ Co. Phone #: _____

Child Support Case: ☐ Yes ☐ No State: _____ Case Number: _____

Signature: _____

Date: _____

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
<JDCRT> AT <CITJR>

<PLNTF(*)> ,
Plaintiff(s),
vs.
<DFNDT(*)> ,
Defendant.

CASE NO. <CASEID>

AFFIDAVIT OF PROOF OF
SERVICE AT JAIL FACILITY

TO: Shift Supervisor at <JLNAME>

Pursuant to AS 09.05.050, please do the following:

- a. Serve the above-named defendant, <DFNDT(*)> with the attached documents:
{Cover letter, Entry of Appearance, Summons, Complaint for Establishment of Paternity, Answer}
{Explanation of the Notice and Orders of This Administrative Action, Notice of Paternity and Financial Responsibility, Administrative Order to Provide Financial and Medical Information, Response to Paternity Action, and Administrative Order for Genetic Testing}
{Explanation of the Modified Child Support and Medical Support Order, Modified Administrative Child Support and Medical Support Order, Decision on Request for Modification Review, Child Support Guidelines Worksheet(s), Summary of Support Obligation, WID Amortization Chart, Request for Appeal of Modification}
{Explanation of the Child Support and Medical Support Order, Administrative Child Support and Medical Support Order, Child Support Guidelines Worksheet(s), Summary of Support Obligation, WID Amortization Chart, Request for Administrative Review}
{Request for Financial Information, Explanation of the Notice and Orders of this Administrative Paternity Action, Notice of Paternity and Financial Responsibility, Response to Paternity Action, Administrative Order for Genetic Testing} <#TEXT02> <#TEXT03> <#TEXT04> <#TEXT05> <#TEXT06> <#TEXT07> <#TEXT08>
b. Complete the "Affidavit of Proof of Service" below.

AFFIDAVIT OF PROOF OF SERVICE

1. I am the Shift Supervisor at <JLNAME> , located at
<JLADDR1>
<JLADDR2>
<JLADDR3>
<JLADDR4>
2. On _____ , 20____, I personally delivered the documents listed above to the above-named defendant, <DFNDT(*)>

Signature of Shift Supervisor

Print Name

Subscribed and sworn to or affirmed before me at _____
{Alaska., | <#STATE> ,} on _____, 20_____.

<#STATE> }

Notary Public in and for the State of {Alaska |

My commission expires:_____

Alaska Department of Revenue
CHILD SUPPORT SERVICES DIVISION

< In State |
Out of State |
Alaska State Troopers > Directions for Service

CSSD Case No.: <CASEID> <#CASE2>

Process Server: <#TEXT01> {Alaska State Troopers

(?) Although the address is in an area serviced by our contractor, these documents were already attempted by the contractor and require Trooper Service.}

Serve: <MBNAME> Alias: <MBNAME1>

(?) Must be Served on Individual Named

(?) Suitable Service

Date action initiated by CSSD: <DOCDT>

Documents to be served: {Decision on Request for Modification Review, Explanation of the Modified Child Support and Medical Support Order, Modified Administrative Child Support and Medical Support Order, Child Support Guidelines Worksheet(s), Summary of Support Obligation, WID Amortization Chart, Request for Appeal of Modification} {Explanation of the Child Support and Medical Support Order, Administrative Child Support and Medical Support Order, Child Support Guidelines Worksheet(s), Summary of Support Obligation, WID Amortization Chart, Request for Administrative Review} {Explanation of the Notice and Orders of this Administrative Action, Notice of Paternity and Financial Responsibility, Administrative Order to Provide Financial and Medical Information, Child Support Guidelines Affidavits, Responses to Paternity Action and Administrative Order for Genetic Testing} {<#TEXT02> <#TEXT03> <#TEXT04> <#TEXT05> <#TEXT06> <#TEXT07> <#TEXT08>} {Request for Financial Information, Explanation of the Notice and Orders of this Administrative Action, Notice of Paternity and Financial Responsibility, Administrative Order to Provide Financial and Medical Information, Child Support Guidelines Affidavits, Responses to Paternity Action and Administrative Order for Genetic Testing}

Physical Description: <#TEXT10>

Height: <HEIGHT> Weight: <WEIGHT> lbs. Hair: <HAIR> Eyes: <EYES> Race: <RACE>

Date of Birth: <MBDOB>

SSN: ~~MBDOB~~SSN>

Sex: <SEX>

ID/Driver's License Number/State: <LICENSE>/<LIC-ST> (?) Copy of ID/Photo/License Attached

Address:

<MBADDR1>

<MBADDR2>

<MBADDR3>

<MBADDR4>

Employer: <OPNAME>

<OPADDR1>

<OPADDR2>

<OPADDR3>

<OPADDR4>

<OPPHONE>

Home Phone: <HPHONE>

Work Phone: <BPHONE>

Cellular/Pager: <#CELL>

Additional Directions: {Please have the shift supervisor complete the Affidavit of Proof of Service at Jail Facility.} <#TEXT15> <#TEXT16> <#TEXT17> <#TEXT18> <#TEXT19>

Return of Service

{{ UNSERVED
UNSERVED }}

I hereby certify I SERVED the above listed documents by personally handing to and leaving a true and correct copy with:

() <MBNAME> , the person named above; OR

() _____ of <MBNAME> , a person of suitable age and discretion who resides with <MBNAME> ;

at _____
(address, street number, apt., rural route, milepost, etc.)

{in _____, Alaska on _____, 201 ____ .

<#TEXT01>

By: _____
Signature

SUBSCRIBED AND SWORN to before me this
_____ day of _____, 201 ____ .

Printed Name

Notary Public in and for Alaska
My commission expires: _____

Title

Server Charges: Service Fee \$ _____ Mileage \$ _____ Hourly Charge \$ _____ Total \$ _____

To be completed by North Country: Handling Fee \$ _____ Entire Service Fee \$ _____ } {in _____ ,
_____ on _____, 201 ____ .

<#TEXT01>

By: _____
Signature

SUBSCRIBED AND SWORN to before me this
_____ day of _____, 201 ____ .

Printed Name

Notary Public in and for _____
My commission expires: _____

Title

Server Charges: Service Fee \$ _____ Mileage \$ _____ Hourly Charge \$ _____ Total \$ _____

To be completed by North Country: Handling Fee \$ _____ Entire Service Fee \$ _____ } {in _____ ,
Alaska on _____, 201 ____ .

By: _____
Signature

Printed Name

Title}

CSSD / PROCESS SERVICE ATTEMPT LOG

Case Number: <CASEID> <#CASE2>

NAME OF INDIVIDUAL TO BE SERVED: <MBNAME>

1. DATE _____ TIME _____ PROCESS SERVER _____

ATTEMPTED SERVICE ADDRESS _____

BUSINESS OR RESIDENCE ADDRESS _____

RESULTS - Give details (observations about home and whether or not it appears lived in, people talked to and what they had to say, etc)

2. DATE _____ TIME _____ PROCESS SERVER _____

ATTEMPTED SERVICE ADDRESS _____

BUSINESS OR RESIDENCE ADDRESS _____

RESULTS - Give details (observations about home and whether or not it appears lived in, people talked to and what they had to say, etc)

3. DATE _____ TIME _____ PROCESS SERVER _____

ATTEMPTED SERVICE ADDRESS _____

BUSINESS OR RESIDENCE ADDRESS _____

RESULTS - Give details (observations about home and whether or not it appears lived in, people talked to and what they had to say, etc)

4. DATE _____ TIME _____ PROCESS SERVER _____

ATTEMPTED SERVICE ADDRESS _____

BUSINESS OR RESIDENCE ADDRESS _____

RESULTS - Give details (observations about home and whether or not it appears lived in, people talked to and what they had to say, etc)

5. DATE _____ TIME _____ PROCESS SERVER _____

ATTEMPTED SERVICE ADDRESS _____

BUSINESS OR RESIDENCE ADDRESS _____

RESULTS - Give details (observations about home and whether or not it appears lived in, people talked to and what they had to say, etc)

6. DATE _____ TIME _____ PROCESS SERVER _____

ATTEMPTED SERVICE ADDRESS _____

BUSINESS OR RESIDENCE ADDRESS _____

RESULTS - Give details (observations about home and whether or not it appears lived in, people talked to and what they had to say, etc)

OTHER COMMENTS:

Service Fee Sheet

Process Service

RFP#:

Vendor Name:

Address:

.....

Phone Number:

The Service Fee must be a flat rate. There will be no additional costs charged to the State of Alaska, Department of Revenue, Child Support Services Division unless authorized in the RFP. Service Fees that include other charges will not be considered and the bid will be considered unresponsive.

Service Fee -- \$_____per service

Signature:

Printed Name:

Title:

Date: