

# STATE OF ALASKA

## REQUEST FOR PROPOSALS



### ANNUAL FACILITIES SERVICES FINANCIAL STATEMENT & REVIEW

RFP NUMBER: 2518H039

ISSUED: JANUARY 9, 2018

The Department of Transportation and Public Facilities (DOT&PF) is soliciting proposals from vendors qualified to provide financial services related to preparation of the Division of Facilities Services (DFS) annual financial statement, conduct an annual review of the division's financial strategy including direct and indirect costs, and provide assistance in developing the public building fund implementation plan for facilities as they join DFS.

**ISSUED BY:**

DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES  
DIVISION OF ADMINISTRATIVE SERVICE

**PRIMARY CONTACT:**

TOM MAYER  
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(907) 465-8855

**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.

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## INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities (DOT&PF) is soliciting proposals from vendors qualified to provide financial services related to preparation of the Division of Facilities Services (DFS) annual financial statement, conduct an annual review of the division's financial strategy including direct and indirect costs, and provide assistance in developing the public building fund implementation plan for facilities as they integrate with DFS.

### SEC. 1.02 BUDGET

The Department of Transportation and Public Facilities, Division of Facilities Services, estimates a budget of \$495,000.00 for the full term of the anticipated contract including all renewals.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **January 30, 2018**.

Faxed, and emailed proposals are acceptable and may sent as seen below:

**Fax:** 907-465-3124

**Email:** tom.mayer@alaska.gov

Oral proposals are not acceptable.

Proposals received after 2:00PM prevailing Alaska Time shall be considered non-responsive and will be rejected.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must provide sufficient evidence in writing that firms they meet the following minimum prior experience requirements:

#### Firm

- The Offeror **must provide evidence** verifying the firm meets the current State of Alaska, Department of Commerce, Community, and Economic Development, Division of Corporations, Business, and Professional Licensing requirements for Public Accounting Firms. A copy of the current license(s) must be submitted with the proposal.
- The Offeror **must provide written evidence** that the firm has at least (2) years of experience within the past five (5) years in the performance of governmental financial statement preparation, financial strategy review, and development of chargeback methodology including direct/indirect costs for services.

- The Offeror **must provide evidence** verifying the engagement staff the firm is proposing to conduct, supervise, and perform financial services on behalf of the state meet the current State of Alaska, Department of Commerce, Community, and Economic Development, Division of Corporations, Business, and Professional Licensing requirements. Copies of the licenses must be submitted with the proposal.
- The proposal **must include a self-certification** statement that the firm has not had any regulatory restrictions placed on it within the past five (5) years.
- Offerors **must provide** at least two reference names and phone numbers for similar projects the firm has completed.

#### **Personnel**

- The **firm must have on staff**, and propose, a Certified Public Accountant (CPA) with at least two years of experience in the performance of governmental financial statement preparation, financial strategy review, and development of chargeback methodology including direct/indirect costs for services. The proposed CPA will be responsible for assuring performance under the contract.

To meet this requirement, the proposal **must include a copy of the proposed CPA's Certificate/Degree**. In addition, written evidence verifying the individual meets or exceeds the two years of experience requirement must also be provided.

- The proposal **must also include a Self-Certification** statement for the personnel responsible for the performance under this contract that the offered personnel has not had any audit findings relating to their work in the last three (3) years.

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      Tom Mayer  
PHONE                              907-465-8855  
FAX                                 907-465-3124  
EMAIL                             tom.mayer@alaska.gov

## SEC. 1.07      RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Offerors **must submit an original and three copies** of their proposal, in writing, to the procurement officer in a sealed package. The **cost proposal** included with the package must be **sealed separately** from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation and Public Facilities  
Division of Administrative Services  
Attention: Tom Mayer  
Request for Proposal (RFP) Number: 2518H039

**RFP Title:** Annual Facilities Services Financial Statement and Review

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

P.O. BOX 112500  
JUNEAU, AK 99811-2500

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

3132 CHANNEL DRIVE  
JUNEAU, AK 99801-3134

Emailed, faxed and oral proposals shall not be accepted.

**IMPORTANT NOTE:** There is no overnight express mail or courier delivery to Juneau, Alaska. All expedited mail or courier services take at least 2 nights including vendors such as Fed Ex.

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.

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

## 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. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

(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 Transportation and Public Facilities 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.

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

**Bid Bond:** Does not apply

**Performance Bond:** Does not apply

**Surety Deposit:** Does not apply

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   | January 9, 2018   |
| • Deadline for Receipt of Proposals                           | January 30, 2018  |
| • Proposal Evaluation Committee completes evaluation by       | February 5, 2018  |
| • State of Alaska issues Notice of Intent to Award a Contract | February 6, 2018  |
| • Protest Period Ends   | February 16, 2018 |
| • State of Alaska issues contract                             | February 19, 2018 |
| • Estimated contract start                                    | February 19, 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 Transportation and Public Facilities, 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 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this procurement.

#### **SEC. 1.14 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. 1.15 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 Department of Transportation and Public Facilities (DOT&PF), Division of Facilities Services (DFS) is responsible for providing maintenance for state-owned buildings in order to preserve infrastructure and provide safe and functional facilities. DFS was formally established a few months ago and is currently in the process of solidifying its business processes, including its financial strategy. DFS is a shared services initiative for the State of Alaska and is designed to realize greater effectiveness, efficiency by consolidating facility maintenance services and functions spread throughout multiple departments”.

One of the primary administrative business processes for DFS is to participate in transferring funding from a facility’s occupying agency or agencies to the Division of Facilities Services in order to fund the maintenance and operational costs of State of Alaska facilities. The financial transaction information related to DFS is recorded in the Integrated Resources Information System (IRIS). A cost chargeback methodology has been developed and addresses direct costs, indirect costs, and deferred maintenance/special project costs.

Funding associated with facilities maintenance and operations will be appropriated to the respective occupying agency, including personnel and non-personnel costs. The required funds, based on the Facility Rate, will be disbursed by the occupying agency to DFS at the beginning of each fiscal year via Inter-Agency Transfer and accompanied by a Service Level Agreement. The DFS will spend the funds via Inter-Agency receipt Authority. Direct cost expenditures will be coded to each facility via sub-location code. The annual financial statement will display information by facility as well as by occupying agency.

Another primary administrative objective for DFS is the development of an incremental implementation plan that would allow for state-owned buildings to be incorporated, over time, on a planned schedule into the Public Building Fund. The plan must be fiscally sustainable for the occupying agencies. Statutory information on the Public Building Fund can be found in AS 37.05.570, Alaska Public Building Fund.

The DOT&PF, Division of Facilities Services (DFS) seeks professional services to provide financial services related to the preparation of the DFS annual financial statement, conducting an annual review of the division’s financial strategy including direct and indirect costs, and assistance in developing the public building fund implementation plan for facilities as they join DFS. Professional services may also include assisting DFS with preparation of the Comprehensive Annual Financial Report (CAFR). The CAFR is audited by the Division of Legislative Audit and presented to the Alaska State Legislature. The successful Offeror must also be available, and prepared, to address questions posed to the Department regarding the statements and materials prepared by the Offeror.

Typically, DFS annual financial statement services are required by the DOT&PF during the period from August 15th through September 30<sup>th</sup>. October 1 is the deadline to receive the completed financial statement. Audit and accounting inquiries may occur throughout the fiscal year. The Offeror must also be available for presentations to investors, stakeholders, and clients.

Typically, the annual financial strategy review would be completed during the period from May 15<sup>th</sup> through June 30<sup>th</sup>. Updates and inquiries may occur throughout the fiscal year.

Development of the public building fund implementation plan is expected to be conducted during the first contract term, with a completion date no later than June 30, 2019. The Offeror must be available to present the plan, answer questions, and develop solutions.

The DOT&PF has written procedures related to DFS chargeback methodology. The successful Offeror will assist in reviewing, updating, and finalizing the procedure. Current procedures may be found in **Attachment 1- Chargeback Methodology**.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The contractor shall perform the following major tasks below, including other tasks as necessary related to the creation of the DFS business processes”

**TASK 1:** The contractor shall prepare and provide to DOT&PF the annual DFS financial statement and related CAFR information/documentation as required in accordance with “Generally Accepted Accounting Principles and GASB 34 Standards”. The financial statement will be submitted in a format appropriate for presentation to investors, stakeholders, and clients as well as for reporting purposes. The contractor shall also provide presentation assistance and be prepared to respond to inquiries as needed.

**TASK 2:** The contractor shall perform DFS financial strategy review including, but not limited to: verifying the accuracy of cost calculations; facility rate calculations; and, the chargeback methodology; reviewing the financial aspects of service level agreements; and recommending revisions or updates to the DFS financial strategy as appropriate. The contractor will also assist with developing an appropriate facility component depreciation strategy to fund future deferred maintenance needs through rate payments in the public building fund. If needed, the contractor shall also provide presentation assistance and be prepared to respond to inquiries. In addition, the contractor will also be required to assist in the analysis of the current indirect cost rate agreement with the FHWA and how it relates and overlaps with the proposed DFS chargeback/indirect process.

**TASK 3:** The contractor shall assist DFS with the development of the public building fund implementation plan during the first contract term, with a completion date no later than June 30, 2019. Assistance includes methodology development and implementation planning as well as verification of the overall financial strategy for bringing facilities and occupying agencies into the public building fund while ensuring financial sustainability of the program. The contractor shall also provide presentation assistance and be prepared to respond to inquiries as needed.

Tasks 1 and 2 shall be performed annually during the initial contract term and during the four one-year optional renewals available to the state.

Task 3 shall be performed during the initial contract term.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the initial term of the contract will be from the date of award through June 30, 2019. There are four, one-year renewal options to be exercised solely by the state.

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

### SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. **Per Task 1** - Prepare and provide to DOT&PF the annual DFS financial statement and related CAFR information/material as required no later than September 30<sup>th</sup> of each contract year. Prepare and provide answers to DOT&PF in response to inquiries the department receives regarding the contractor's preparation of each year's financial statement as required.
2. **Per Task 2** – Perform and provide the initial financial strategy review report no later than June 1, 2018. Perform and provide the annual financial strategy review report no later than October 15<sup>th</sup> of each contract year. Prepare and provide answers to DOT&PF in response to inquiries the department receives regarding the contractor's preparation of each year's financial review as required. Assist in the analysis of the current indirect cost rate agreement with the FHWA and provide recommendations to ensure chargeback accuracy.
3. **Per Task 3** – Provide assistance with the development of the public building fund implementation plan during the first contract term by preparing documents related to the implementation plan and methodology, including presentation materials, if required. Prepare and provide answers to DOT&PF in response to any departmental inquiries on the public building fund implementation plan.

### SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

### SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation and Public Facilities 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. 3.08 LOCATION OF WORK

The location of work for all other tasks and deliverables is at the discretion of the contractor per the following:

1. 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.
2. 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.

The **contractor must include sufficient funding** in the price proposal for each year of the contract for the transportation, lodging, and per diem to pay for up to two people to make one trip to Juneau and one trip to Anchorage, Alaska in each term of the contract. Travel to other locations will not be required. No other additional costs shall be paid unless approved by the Project Director in writing and a contract amendment has been issued and approved by the state Contract Administrator.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) **SOC 1, SOC 2, OR SOC 3** report(s). Failure to provide this reports may be treated as a material breach and may be a basis for a finding of default.

### SEC. 3.10 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.12 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. 3.13 F.O.B. POINT

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

### SEC. 3.14 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. 3.15 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. 3.16 LIQUIDATED DAMAGES

Does not apply

### SEC. 3.17 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 Transportation and Public Facilities or the Commissioner's designee.

### SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to 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. 3.19 INSURANCE REQUIREMENTS

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

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

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

### SEC. 3.20 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, as seen in Attachment 3.



## 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.

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#### SEC. 4.07 COST PROPOSAL

The Cost Proposal provided in **Attachment 2 must be completed and submitted** in accordance with the instructions in Section 1.07.

The **cost proposal must** include all costs associated with the performance of Tasks 1-3 including, but not limited to the direct and indirect expenses, payroll, supplies, overhead, taxes, insurance, profit and all other operational costs including travel as detailed in Section 3.08. No other additional costs shall be charged to the state without prior written approval from the Project Director.

#### 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 1000

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (10% OR 100 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?
- 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 METHODOLOGY USED FOR THE PROJECT (10% OR 100 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) To what extent does the methodology interface with the time schedule in the RFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15% OR 150 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support 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?

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## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15% OR 150 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?
- 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. 5.05 CONTRACT COST (40% OR 400 POINTS)

Overall, 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 through-6.14**.

### **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. 5.06 ALASKA OFFEROR PREFERENCE (10% OR 100 POINTS)

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

## SECTION 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 Commissioners conference room on the 3<sup>rd</sup> floor of the DOT Headquarters building at 3132 Channel Drive in Juneau, Alaska.

If the contract negotiations take place in Juneau, 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.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**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 provided in Attachment 3 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. 7.05 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:

- Attachment 1** Chargeback Methodology
- Attachment 2** Cost Proposal Form
- Attachment 3** Standard Agreement Form - Appendix A
- Attachment 4** Appendix B2
- Attachment 5** Notice of Intent to Award a Contract
- Attachment 6** Proposal Checklist

## 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: **2518H001**

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

#### **5.01 Understanding of the Project—10 Percent**

**Maximum Point Value for this Section - 100 Points**

**1000 Points x 10 Percent = 100 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:** \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

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**5.02 Methodology Used for the Project—10 Percent**

**Maximum Point Value for this Section - 100 Points**

**1000 Points x 10 Percent = 100 Points**

**Proposals will be evaluated against the questions set out below.**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

**NOTES:** \_\_\_\_\_  
\_\_\_\_\_

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

**NOTES:** \_\_\_\_\_  
\_\_\_\_\_

- 3) How well does the methodology interface with the time schedule in the proposal?

**NOTES:** \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.02: \_\_\_\_\_**

**5.03 Management Plan for the Project—15 Percent**

**Maximum Point Value for this Section - 150 Points**

**1000 Points x 15 Percent = 150 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—15 Percent**

**Maximum Point Value for this Section - 150 Points**

**1000 Points x 15 Percent = 150 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 RFP 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 — 400 Points**

**1000 Points x 40 PERCENT = 400 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 through 6.14.

**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 — 100 Points**

**1000 Points x 10 Percent = 100 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.