

# STATE OF ALASKA REQUEST FOR PROPOSALS



## OUTSOURCING DNA ANALYSIS OF SEXUAL ASSAULT KITS (SAKS)

RFP 2019-1200-4054

ISSUED AUGUST 20, 2018

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ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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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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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety, Division of Administrative Services, Procurement Section, is soliciting proposals to establish a multi-year contract for the provision of the Alaska Scientific Crime Detection Laboratory (SCDL), for the outsourcing of Sexual Assault evidence collection kits (SAKs), including Y-Screening of DNA extracts, direct to DNA analysis without biological screening, and STR DNA analysis, as well as analysis of additional corresponding reference samples when provided. The initial term of the contract is three years with two, one-year renewal options available. The renewal options are to be exercised at the sole discretion of the State of Alaska. A more detailed description, including scope of work, is provided in SECTION 3 – SCOPE OF WORK AND CONTRACT INFORMATION.

### SEC. 1.02 BUDGET

The Department of Public Safety, SCDL, estimates a budget of between \$500 and \$1000 dollars per kit. Proposals priced at more than \$1000 per kit will be considered non-responsive and the proposal will be rejected. The SCDL estimates approximately 100 kits per month and between 2,000 to 3,000 kits for the life of the contract.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 8:00 a.m. prevailing Alaska Time on September 10, 2018. Faxed or emailed proposals are not acceptable. Oral proposals are not acceptable.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements set out in Sec. 4.06 REFERENCES, EXPERIENCE AND QUALIFICATIONS.

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

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## SEC. 1.07 RETURN INSTRUCTIONS

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

Department of Public Safety  
Division of Administrative Services  
Attention: Jackie Lea  
Request for Proposal (RFP) Number: 2019-1200-4054

RFP Title: Outsourcing DNA Analysis of Sexual Assault Kits (SAKS)

4805 Dr. Martin Luther King Jr. Avenue  
Anchorage, Alaska 99507

Proposals must be received no later than the bid closing deadline as mentioned in SECTION 1.03 DEADLINE FOR RECEIPT OF PROPOSALS. Oral proposals, faxed proposals, and emailed proposals are not acceptable.

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 Public Safety 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 – NOT APPLICABLE

### 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: August 20, 2018,
- Pre-proposal conference: September 4, 2018,
- Deadline for Receipt of Proposals: September 10, 2018,
- Proposal Evaluation Committee complete evaluation: Approximately September 12, 2018,

- State of Alaska issues Notice of Intent to Award a Contract: Approximately September 20, 2018,
- State of Alaska issues contract: Approximately October 1, 2018,
- Contract start: Approximately October 1, 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 Public Safety, 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 be held at 9:00 a.m., Alaska Time, on September 4, in the procurement officer's office, on the first floor of the Alaska SCDL building located at 4805 Dr. Martin Luther King Jr. Avenue, Anchorage, Alaska, 99507. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

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

### **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

These specifications are to receive proposals from vendors for a contract to perform analysis of between 2,000-3,000 Alaska Department of Public Safety (DPS) Sexual Assault evidence collection Kits (SAKs), including Y-Screening of DNA extracts, direct-to-DNA analysis without biological screening, and STR DNA analysis, as well as analysis of additional corresponding reference samples when provided.



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Public Safety, Division of Administrative Services, is soliciting proposals to establish a multi-year contract for the provision of the Alaska Scientific Crime Detection Laboratory, to outsourcing Sexual Assault evidence collection Kits (SAKs), including Y-Screening of DNA extracts, direct to DNA analysis without biological screening and STR DNA analysis, as well as analysis of additional corresponding reference samples when provided. The initial term of the contract is three years with two, one-year renewal options available. The renewal options are to be exercised at the sole discretion of the State of Alaska.

**Proposal shall include all the following:**

- Flat rate for analysis per case with a female victim, to include up to two questioned samples (either differential or direct) and one reference sample;
- Flat rate for analysis per case with a male victim, to include up to two questioned samples (either differential or direct) and one reference sample;
- Rate for any cases which require expedited processing;
- Cost for consultation with law enforcement and/or department of law, including travel and testimony;
- Cost for additional discovery requests beyond case file (case file to include chain of custody, report, and bench notes).

**Vendor laboratory prerequisites:**

1. The vendor must be accredited to ISO 17025 standards and provide their latest accreditation certificate. The vendor shall notify DPS immediately if their accreditation status is suspended or revoked at any time during the contract period.
2. The vendor must be in compliance with all FBI Quality Assurance Standards and provide a copy of their latest FBI Quality Assurance Audit document, along with any corrective actions and approval of those corrective actions by the auditing body.
3. The vendor must supply a copy of their DNA analytical procedures, interpretation guidelines, and quality assurance manuals with their bid response.
4. The vendor laboratory will have a minimum of two qualified analysts performing each type of testing and analysis. Technical reviews performed by the vendor must be completed by qualified analysts. Prior to the beginning of testing, the vendor will provide CVs, competency memos, verification of educational qualifications and work authorizations for all analysts who will be performing testing or technical reviews on DPS cases.
5. The vendor must be willing to accept an annual, 1-2 day site visit by SCDL personnel to verify facilities, validation studies, compliance with procedures, and vendor staff qualifications. If the vendor needs to substitute or materially modify the procedures declared for use, they must provide relevant validation studies to DPS and obtain prior approval before procedures are implemented on DPS cases.
6. Vendor will establish a point of contact with SCDL for communication regarding any technical questions which arise during analysis or review of vendor data by SCDL.
7. The vendor will immediately notify SCDL of any significant events or nonconformities that could call into question the quality of the laboratory's work and/or the validity of the test results. Notification shall include a plan for root cause analysis and subsequently, the proposed remediation.

8. The vendor shall not enter or retain any profiles in a DNA database (with the exception of short-term retention for QA purposes).

**Evidence handling:**

9. SAKs, and accompanying reference samples if applicable, will be shipped to the vendor from the SCDL. Items will be shipped to the vendor in batches of approximately 100 cases.
10. Each item shipped to the vendor will have a laboratory barcode(s) with the case number and item number. The vendor must maintain a chain of custody for each item throughout its time at the vendor facility.
11. The vendor will return all evidence to SCDL upon completion of their analysis.
12. Remaining DNA extracts from questioned samples must be dried down with DNA Stable LD, sealed in individual labeled foil envelopes (with desiccant), and repackaged in the original SAK.
13. Return shipping costs will be the responsibility of the vendor laboratory.
14. The vendor will use tamper resistant tape to seal all evidence prior to returning it to SCDL.
15. The vendor will use no more than 50% of any item or sub-sample within a kit.
16. All questioned extracts must be quantified prior to amplification.
17. The vendor will use a validated quantification method which allows for assessment of relative amounts of male DNA, as well as overall DNA quantity present. Preference will be given to laboratories using Quantifiler Trio.
18. The vendor will perform STR DNA testing with GlobalFiler Amplification Kit for samples, using full-volume amplification reactions, as applicable based on quantification results.
  - a. The vendor will attempt to obtain a fully interpretable profile, with all alleles above vendor laboratory-defined stochastic threshold, at a minimum of 13 original core CODIS loci for amplified questioned samples, and a minimum of 20 expanded core CODIS loci for reference samples.
  - b. If the first amplification attempt is not successful (as defined above) and available extract remains, the vendor laboratory will re-amplify samples as needed in an effort to obtain full profiles.
  - c. Preference will be given to vendors using Applied Biosystems 3500 Genetic Analyzers, and analyzing data with GeneMapper ID-X software (version 1.5).
19. Following analysis, all remaining questioned sample extracts will be dried down with DNA Stable LD, individually packaged, and retained inside the SAK.
20. The vendor will complete analysis within sixty (60) days of the receipt of a shipment of evidence.

**For female sexual assault kits:**

21. The vendor will perform Y-Screening on all body swabs (excluding the reference sample) and underwear present in the kit.
  - a. If no male DNA is detected in the questioned samples, or if the amount of male DNA is below a validated STR cut-off, all analysis will stop.
  - b. The vendor shall select one or two of the most probative evidentiary samples for continued testing. Probative value will be assessed using the results of the Y-Screening and the review of the medical legal records, if available. Preference should be given as follows:
    - i. Samples indicative of penetration (vaginal, rectal, oral)
    - ii. Samples indicative of recent intimate body contact (external genitalia, breast swabs, etc.)
    - iii. Samples indicative of less intimate contact (neck, face, etc.) OR samples from underwear

- c. For single contributor cases – the vendor shall select one probative evidence sample, one victim reference sample, and one suspect reference sample (when provided) for amplification. Includes one round of re-work if needed.
- d. Under the following circumstances, the vendor shall select two probative evidence samples, one victim reference sample, and up to two suspect reference samples (when provided) for amplification. Includes one round of re-work if needed.
  - i. Multiple contributor cases
  - ii. Victim having consensual sex within 72 hours of the assault
  - iii. Victim losing consciousness
  - iv. Victim under 12 years of age or a mentally challenged adult
  - v. No medical legal record available for review

**For male sexual assault kits:**

- 22. Semen or saliva testing, dependent on review of medical legal records (if available), of all body swabs (excluding the reference samples) and underwear in kit. For some sample types, screening may not be appropriate.
- 23. The vendor shall select one or two of the most probative evidentiary samples for amplification. Probative value will be assessed using the results of the semen/saliva screening and the review of the medical legal records. Depending on the case scenario, all testing may stop if no semen or saliva is detected.
  - a. For single contributor cases – the vendor shall select one probative evidence sample, one victim reference sample, and one suspect reference sample (when provided) for amplification. Includes one round of re-work if needed.
  - b. Under the following circumstances, the vendor shall select two probative evidence samples, one victim reference sample, and up to two suspect reference samples (when provided) for amplification. Includes one round of re-work if needed.
    - i. Multiple contributor cases
    - ii. Victim having consensual sex within 72 hours of assault
    - iii. Victim losing consciousness
    - iv. Victim under 12 years of age or a mentally challenged adult
    - v. No medical legal record available for review

**Controls and batch processing:**

- 24. Questioned samples and reference samples may be batch processed or worked by individual case, at the discretion of the vendor. However, questioned samples and reference samples must be processed separately from each other.
- 25. All questioned samples processed concurrently (same reagents, same time) will be processed with a corresponding reagent blank. For differential extractions, this will include both sperm fraction and epithelial fraction reagent blanks. All reagent blanks must be amplified. Sufficient reagent blank extract to repeat the amplification will be dried down with DNA Stable LD, individually packaged, labeled with its identity, and returned to SCDL along with the corresponding evidence.
- 26. Documentation by the vendor must clearly indicate the cases / evidence to which a reagent blank extract corresponds.
- 27. All amplifications of questioned sample extracts must include at least one positive control reaction and one negative control reaction per amplified plate.

28. All profiles derived from probative questioned samples must be compared against vendor staff profiles to rule out possible contamination. The results of this check must be documented by the vendor and included with the documentation submitted to SCDL.
29. All reference samples processed concurrently (same reagents, same time) will include one reagent blank, which must be amplified.
30. All amplifications of reference sample extracts must include at least one positive control reactions and one negative control reaction per amplified plate.
31. The reagent blank samples, the negative amplification control and the positive amplification control samples must meet vendor acceptance criteria as defined in their protocol.
32. The vendor will document and evaluate all incidents of DNA contamination observed in the course of analysis of samples under this contract. Notification must be made to the SCDL within five (5) working days of the discovery of the contamination. At the time of notification, the vendor shall also advise of their planned root cause analysis and subsequently, the vendor shall provide documentation of remediation. If contamination is detected which impacts interpretation, the vendor shall repeat the analysis (if repeating the analysis does not require consuming the evidence) at no additional cost.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

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

The length of the contract will be from the date of award, approximately October 1, 2018 through September 30, 2021, with two, one-year renewal options available. The renewal options are to be exercised at the sole discretion of the State of Alaska.

- Issue RFP: August 20, 2018,
- Pre-proposal conference: September 4, 2018,
- Deadline for Receipt of Proposals: September 10, 2018,
- Proposal Evaluation Committee complete evaluation: Approximately September 12, 2018,
- State of Alaska issues Notice of Intent to Award a Contract: Approximately September 20, 2018,
- State of Alaska issues contract: Approximately October 1, 2018,
- Contract start: Approximately October 1, 2018.

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 DOCUMENTATION AND DELIVERABLES

The contractor will be required to provide the following documentation and deliverables:

1. The vendor will issue a signed, court-ready report for each case, including both screening and DNA results, according to their protocols. When applicable, the report will include an interpretive statement for any DNA

comparisons with known standards supported by statistical calculations, to include Caucasian, African-American, Athabaskan, Inupiat, and Yupik population statistics. Native Alaskan STR databases can be provided by SCDL.

2. The vendor will perform both technical and administrative reviews of each report prior to submitting it to SCDL.
3. The vendor may not use probabilistic genotyping software to perform interpretation of complex mixtures. The vendor laboratory will not perform mixture interpretation on indistinguishable mixtures of three or more sources.
4. The vendor shall perform mixture deconvolution on two source mixtures for CODIS eligible profiles (when applicable).
5. The vendor will provide the following documentation to SCDL upon completion of casework. Documentation must be electronic and transferred via a secure file sharing method:
  - a. Electronic copy (PDF file) of technically and administratively reviewed report
  - b. Documentation of chain of custody for the time the evidence was at the vendor laboratory
  - c. Documentation of equipment, reagent lot numbers, protocols used, and instrumentation
  - d. Documentation of quantification results for casework samples and controls
  - e. Documentation of control data (allelic ladders, internal lane standards, amplification controls, and reagent blanks). Preference given to vendors who can submit this documentation in a GMID-X 1.5 project.
  - f. Documentation of casework specific samples, including
    - i. Documentation of packaging and evidence sampling
    - ii. Rationale for any samples where analysis was stopped (e.g. no male DNA, Y-STRs recommended, etc.)
    - iii. Amplification results for all amplified casework extracts
    - iv. Documentation of all interpretation of questioned samples, including major/minor determination and deduction based on a known contributor. Preference given to vendors who can provide questioned sample documentation in both bench notes and a GMID-X 1.5 project
    - v. Electronic copy of all raw data folders from genetic analysis
6. The vendor must maintain a copy of all notes and data until termination of the contract and until notified by SCDL that materials received are satisfactory.
7. The vendor shall provide training to SCDL on the organization of case files. The training may be telephonic, web-based, or in-person.
8. The vendor will notify SCDL point of contact on carrier, ship date, tracking number, and receiving address for returning evidence.
9. The SCDL will have 90 calendar days to review the data from receipt of completed analysis. If discrepancies or errors are discovered, the vendor laboratory will have 30 calendar days to address these.

### SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payment based on reports received.

**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 Public Safety 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 State of Alaska 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 and at a location covered in the accreditation scope.

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

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. 3.09 THIRD-PARTY SERVICE PROVIDERS – NOT APPLICABLE****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 Final Destination, DNA Technical Lead, for the Scientific Crime Detection Laboratory at 4805 Dr. Martin Luther King Jr. Avenue, Anchorage, Alaska 99507.

**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 – NOT APPLICABLE****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 Public Safety 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: **Secured Transfer of Information.**

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

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

### 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 B<sup>2</sup>, 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 B<sup>2</sup> 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, attached in SECTION 8 – ATTACHMENTS.



## 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 QUALITY ASSURANCE

The vendor must supply a copy of their DNA analytical procedures, interpretation guidelines, and quality assurance manuals with their bid proposal.

### SEC. 4.06 REFERENCES, 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,

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

### SEC. 4.07 COST PROPOSAL – SEE ATTACHMENT FIVE

Cost proposals must include the following:

- Flat rate for analysis per case with a female victim, to include up to two questioned samples (either differential or direct) and one reference sample
- Flat rate for analysis per case with a male victim, to include up to two questioned samples (either differential or direct) and one reference sample
- Rates for any sample which require the following:
  - Cost to provide additional testing Y-STR analysis
  - Cost to provide analysis of additional reference sample
  - Cost to provide expedited processing
- Cost per hour for consultation with law enforcement and/or department of law
  - Cost per hour for travel status and testimony in person
  - Cost per hour to provide testimony via Skype or video conference
- Cost for additional discovery requests beyond case file (case file to include chain of custody, report, and bench notes)

#### **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 (5%)

**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 (5%)

**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) Does the methodology interface with the time schedule in the RFP?

### SEC. 5.03 QUALITY ASSURANCE (30%)

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

- 1) Compliance with the FBI Director's *Quality Assurance Standards*.
- 2) Successful Completion of Proficiency Testing Requirements
- 3) Appropriate Protocol for Troubleshooting
- 4) Compliance with all Minimum and Technical Requirements
- 5) The vendor must be accredited to ISO 17025 standards and provide their latest accreditation certificate. The vendor shall notify DPS immediately if their accreditation status is suspended or revoked at any time during the contract period.
- 6) **NOTE:** An on-site visit/inspection may be used to confirm use of the *Quality Assurance Standards*, proper documentation and compliance with the Minimum and Technical Requirements.

### SEC. 5.04 REFERENCES, EXPERIENCE AND QUALIFICATIONS (10%)

**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 qualifications 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:**

- 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?

**SEC. 5.05 CONTRACT COST (40%) – SEE ATTACHMENT FIVE**

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 – APPLICATION OF PREFERENCES.

**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 – FORMULA USED TO CONVERT COST TO POINTS.

**SEC. 5.06 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 DPS Procurement Section conference room on the first floor of the SCDL 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.**

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

**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 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. 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 LIST OF ATTACHMENTS

Attachment 1: Proposal Evaluation Form

Attachment 2: Standard Agreement Form – Appendix A

Attachment 3: Appendix B<sup>2</sup>

Attachment 4: Notice of Intent to Award

Attachment 5: Cost Proposal

## 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: 2019-1200-4054

### EVALUATION CRITERIA AND SCORING

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

#### 5.01 Understanding of the Project—5 Percent

**Maximum Point Value for this Section - 5 Points**

**100 Points x 5 Percent = 5 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: \_\_\_\_\_



**5.02 Methodology Used for the Project—5 Percent****Maximum Point Value for this Section - 5 Points****100 Points x 5 Percent = 5 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 Quality Assurance—30 Percent****Maximum Point Value for this Section - 30 Points****100 Points x 30 Percent = 30 Points****Proposals will be evaluated against the questions set out below.**

- 1) Compliance with the FBI Director's *Quality Assurance Standards*

NOTES:

- 2) Successful completion of proficiency testing requirements

NOTES:

- 3) Appropriate protocol for troubleshooting

NOTES:

- 4) Compliance with all minimum and technical requirements

NOTES:

- 5) The vendor must be accredited to ISO 17025 standards and provide their latest accreditation certificate. The vendor shall notify DPS immediately if their accreditation status is suspended or revoked at any time during the contract period.

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: \_\_\_\_\_

**5.04 References, Experience and Qualifications—10 Percent****Maximum Point Value for this Section - 10 Points****100 Points x 10 Percent = 10 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:

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 – Application of Preferences

**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 – Formula Used to Convert Cost to Points.

**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% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## ATTACHMENT 2: STANDARD AGREEMENT FORM

### 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	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division		hereafter the State, and
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></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><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></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:		

<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> 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			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	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.

## ATTACHMENT 3: APPENDIX B<sup>2</sup>

### APPENDIX B<sup>2</sup> 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.

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

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

**ATTACHMENT 4: NOTICE OF INTENT TO AWARD (NIA)****NOTICE OF INTENT TO AWARD A CONTRACT**

Department of Public Safety  
Division of Administrative Services  
Procurement Section  
4805 Dr. Martin Luther King Jr. Avenue  
Anchorage, Alaska 99507

**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**

## ATTACHMENT 5: COST PROPOSAL

ATTACHMENT FIVE  
COST PROPOSAL

Cost proposals must include the following:

- Flat rate for analysis per case with a female victim, to include up to two questioned samples (either differential or direct) and one reference sample: \$ \_\_\_\_\_
- Flat rate for analysis per case with a male victim, to include up to two questioned samples (either differential or direct) and one reference sample: \$ \_\_\_\_\_

Rates for any sample which require the following:

- **Cost to provide** additional testing Y-STR analysis. \$ \_\_\_\_\_
- **Cost to provide** analysis of additional reference sample. \$ \_\_\_\_\_
- **Cost to provide** expedited processing. \$ \_\_\_\_\_
- Cost per hour for consultation with law enforcement and/or department of law. \$ \_\_\_\_\_
- Cost per hour for travel status and testimony in person. \$ \_\_\_\_\_
- Cost per hour to provide testimony via Skype or video conference. \$ \_\_\_\_\_
- Cost for additional discovery requests beyond case file (case file to include chain of custody, report, and bench notes). \$ \_\_\_\_\_

**TOTAL COST for all the above** \$ \_\_\_\_\_