

STATE OF ALASKA

REQUEST FOR PROPOSALS



COST ALLOCATION PLAN AUDIT

RFP NUMBER: 2519H038

ISSUE DATE: FEBRUARY 4, 2019

The Department of Transportation & Public Facilities (DOT&PF) is seeking a qualified vendor to perform an audit of the departmentally developed Indirect Cost Allocation Plan (ICAP).

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

TOM MAYER
PROCUREMENT OFFICER
tom.mayer@alaska.gov
(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.

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NUMBER
SECTION ONE-INTRODUCTION AND INSTRUCTIONS		
1.01	PURPOSE OF THE RFP	5
1.02	BUDGET	5
1.03	DEADLINE FOR RECEIPT OF PROPOSALS	5
1.04	PRIOR EXPERIENCE	5
1.05	REQUIRED REVIEW	6
1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	6
1.07	RETURN INSTRUCTIONS	7
1.08	PROPOSAL CONTENTS	7
1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	9
1.10	AMENDMENTS TO PROPOSALS	9
1.11	AMENDMENT TO THE RFP	9
1.12	RFP SCHEDULE	9
1.13	PRE-PROPOSAL CONFERENCE	9
1.14	ALTERNATE PROPOSALS	10
1.15	NEWS RELEASES	10

SECTION TWO-BACKGROUND INFORMATION		
SECTION	DESCRIPTION	PAGE NUMBER
2.01	BACKGROUND INFORMATION	11

SECTION THREE-SCOPE OF WORK AND CONTRACT INFORMATION		
SECTION	DESCRIPTION	PAGE NUMBER
3.01	PROJECT BACKGROUND	12
3.02	PROJECT OBJECTIVES	12
3.03	SCOPE OF WORK, TIMELINES, AND DELIVERABLES	12
3.04	CONTRACT TERM AND WORK SCHEDULE	13
3.05	CONTRACT TYPE	14
3.06	COMPENSATION AND INVOICING PROCEDURES	14
3.07	PROMPT PAYMENT FOR STATE PURCHASES	14
3.08	CONTRACT PAYMENT	14
3.09	LOCATION OF WORK	15
3.10	SUBCONTRACTORS	15
3.11	JOINT VENTURES	15
3.12	RIGHT TO INSPECT PLACE OF BUSINESS	15
3.13	F.O.B. POINT	15
3.14	CONTRACT PERSONNEL	15
3.15	INSPECTION & MODIFICATION-REIMBURSEMENT OF UNACCEPTABLE DELIVERABLES	16
3.16	LIQUIDATED DAMAGES	16
3.17	CONTRACT CHANGES-UNANTICIPATED AMENDMENTS	16
3.18	NONDISCLOSURE AND CONFIDENTIALITY	16

3.19	INSURANCE REQUIREMENTS	17
3.20	TERMINATION FOR DEFAULT	18

SECTION FOUR-PROPOSAL FORMAT AND CONTENT

SECTION	DESCRIPTION	PAGE NUMBER
4.01	PROPOSAL FORMAT AND CONTENT	19
4.02	INTRODUCTION	19
4.03	UNDERSTANDING OF THE PROJECT	19
4.04	METHODOLOGY USED FOR THE PROJECT	19
4.05	MANAGEMENT PLAN FOR THE PROJECT	20
4.06	EXPERIENCE AND QUALIFICATIONS	20
4.07	COST PROPOSAL	20
4.08	EVALUATION CRITERIA	21

SECTION FIVE-EVALUATION CRITERIA AND CONTRACTOR SELECTION

SECTION	DESCRIPTION	PAGE NUMBER
5.01	UNDERSTANDING OF THE PROJECT (15%)	22
5.02	METHODOLOGY USED FOR THE PROJECT (15%)	22
5.03	MANAGEMENT PLAN FOR THE PROJECT (10%)	22
5.04	EXPERIENCE AND QUALIFICATIONS (10%)	23
5.05	CONTRACT COST (40%)	23
5.06	ALASKA OFFEROR PREFERENCE (10%)	23

SECTION SIX-GENERAL PROCESS INFORMATION

SECTION	DESCRIPTION	PAGE NUMBER
6.01	INFORMAL DEBRIEFING	24
6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	24
6.03	SITE INSPECTION	24
6.04	CLARIFICATION OF OFFERS	25
6.05	DISCUSSIONS WITH OFFERORS	25
6.06	EVALUATION OF PROPOSALS	25
6.07	CONTRACT NEGOTIATION	25
6.08	FAILURE TO NEGOTIATE	26
6.09	OFFEROR NOTIFICATION OF SELECTION	26
6.10	PROTEST	26
6.11	APPLICATION OF PREFERENCES	27
6.12	ALASKA BIDDER PREFERENCE	28
6.13	ALASKA VETERAN PREFERENCE	28
6.14	ALASKA OFFEROR PREFERENCE	29
6.15	FORMULA USED TO CONVERT COST TO POINTS	29
6.16	EXAMPLES: CONVERTING COST TO POINTS AND APPLYING PREFERENCES	29

SECTION SEVEN-GENERAL LEGAL INFORMATION

SECTION	DESCRIPTION	PAGE NUMBER
7.01	STANDARD CONTRACT PROVISIONS	31
7.02	PROPOSAL AS PART OF THE CONTRACT	31

7.03	ADDITIONAL TERMS AND CONDITIONS	31
7.04	HUMAN TRAFFICKING	31
7.05	RIGHT OF REJECTION	31
7.06	STATE OF RESPONSIBLE FOR PREPARATION COSTS	32
7.07	DISCLOSURE OF PROPOSAL CONTENTS	32
7.08	ASSIGNMENT	32
7.09	DISPUTES	32
7.10	SEVERABILITY	32
7.11	SUPPLEMENTAL TERMS AND CONDITIONS	33
7.12	CONTRACT INVALIDATION	33
7.13	SOLICITATION ADVERTISING	33

SECTION EIGHT-ATTACHMENTS		
SECTION	DESCRIPTION	PAGE NUMBER
8.01	ATTACHMENTS	33
	ATTACHMENT A-PROPOSAL EVALUATION FORM	
	ATTACHMENT B-STANDARD AGREEMENT FORM W/APPENDIX A	
	ATTACHMENT C-APPENDIX B-2-INSURANCE REQUIREMENTS	
	ATTACHMENT D-NOTICE OF INTENT TO AWARD A CONTRACT	
	ATTACHMENT E-COST PROPOSAL FORM	
	ATTACHMENT F-PROPOSAL CHECKLIST	

SECTION ONE INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT&PF) is seeking a qualified vendor to perform an audit of the departmentally developed Indirect Cost Allocation Plan (ICAP).

SEC. 1.02 BUDGET

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 2:00PM prevailing Alaska Time on February 15, 2019. **Faxed, emailed, and oral proposals are not acceptable.**

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must provide sufficient evidence in writing that confirms the firm and the offered personnel meet or exceed the following minimum prior experience requirements:

Firm

1. **OFFERORS RESPONSE:** The Offeror **must provide written evidence** that verifies the firm has at least three years of experience within the past five years in the performance of governmental financial statement preparation and financial strategy review to include the development, analysis, and auditing of chargeback methodologies for indirect cost allocation plans.
2. **OFFERORS RESPONSE:** The Offeror **must provide written evidence** the firm is licensed as a Public Accounting Firm within the United States. A copy of the license from the issuing state must be submitted with the proposal.
3. **OFFERORS RESPONSE:** The proposal **must include a self-certification** statement that the firm has not had any regulatory restrictions placed on it within the past five years.

Personnel

4. **OFFERORS RESPONSE:** The Offeror **must have on staff**, and propose, Certified Public Accountants (CPA) with at least two years of experience in the performance of governmental financial statement preparation and financial strategy review to include the development, analysis, and auditing of chargeback methodologies for indirect cost allocation plans.
5. **OFFERORS RESPONSE:** The Offeror **must provide written evidence** that verifies the staff offered to perform the required services are licensed Certified Public Accountants within the United States. Copies of each individuals CPA license from the issuing state must be submitted with the proposal.
6. **OFFERORS RESONSE:** The proposal **must also include a Self-Certification** statement for the staff 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.

References

7. **OFFERORS RESPONSE:** Offerors **must provide** at least two reference names and phone numbers for similar projects the firm has completed within the past three years from the date of issuance of this RFP.

OFFERORS RESPONSE: In addition to the specific items identified above, Offerors must also submit the following with the proposal:

- 1 A detailed narrative that describes the offering Firm's relevant and pertinent qualifications;
- 2 A detailed narrative that describes the offering Firm's history of successful past performance on projects of similar size and scope for similar governmental entities;
- 3 A detailed narrative that describes the offering Firm's history of successful past performance outlining the firm's overall ability to successfully complete the project, on time and on budget;
- 4 A staff roster of personnel to be assigned to the project and the tasks they will be responsible for completing. The staff roster must detail the qualifications and work experience with cost allocation plans similar in scope to the Department of Transportation & Public Facilities for each individual listed on the roster.
- 5 Contact information for two state transportation related entities for which the offeror has performed similar services within the past five years. The state reserves the right to contact references provided.

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 NUMBER: 907-465-8855
FAX NUMBER 907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Per Section 1.03, Faxed, Emailed, and Oral proposals are not acceptable for this project.

Offerors **must submit one original and one copy of all documents** associated with the technical proposal in writing, to the procurement officer in a sealed package. In addition, **the technical proposal must** also be provided in an electronic format such as a thumb-drive or CD.

Offerors **must also submit one Attachment E, Cost Proposal Form in a separate sealed envelope**. No portion of the cost proposal shall be included with the technical proposal. The cost proposal submitted with the package must be sealed separately from the rest of the proposal and must be clearly identified.

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

Department of Transportation and Public Facilities
Statewide Contracting and Procurement
Attention: Tom Mayer
Request for Proposal (RFP) Number: 2519H038
RFP Title: Cost Allocation Plan Audits

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, ROOM 310
JUNEAU, AK 99801**

Faxed, emailed, and oral 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 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-Not required for this project

Performance Bond-Not required for this project

Surety Deposit-Not required for this project

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 | February 4, 2019 |
| • Deadline for Receipt of Proposals | February 15, 2019 |
| • Proposal Evaluation Committee complete evaluation by | February 19, 2019 |
| • State of Alaska issues Notice of Intent to Award a Contract | February 19, 2019 |
| • State of Alaska issues contract | March 4, 2019 |
| • Contract start | March 4, 2019 |

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

No pre-proposal conference will be held for this solicitation.

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 manager.

SECTION TWO BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

DOT&PF is one of the state's largest departments within the Executive Branch, consisting of approximately 3,363 permanent full-time, part-time and non-permanent employees in 8 separate labor unions across 85 locations throughout the state. Administratively, the department is divided into the three regions seen below:

- Northern Region headquartered in Fairbanks
- Central Region headquartered in Anchorage
- South Coast Region headquartered in Juneau.

The department has ten unique divisions with 50 allocation component units. The Administrative Services Division, headquartered in Juneau, is the central agency responsible for maintaining the internal control environment of the department.

The department is responsible for the planning, research, design, construction, operation, maintenance, and protection of the states' transportation systems and many public facilities. This includes approximately 239 state-owned airports (2 International Airports), 5,629 centerline miles of state roads, 758 public facilities occupied by 17 state & local agencies ranging from maintenance shops to state office complexes, 836 DOT&PF owned bridges, 2 DOT&PF owned tunnels to include the 2.5 mile Anton Anderson Memorial Tunnel – the longest highway tunnel in North America, and 21 ports and harbors. In addition, the department owns and operates the Alaska Marine Highway System (AMHS) which includes 35 Ferry Terminals and 10 ships.

The department also manages and operates the State Equipment Fleet, which provides full maintenance, support, and replacement activities for approximately 7,144 pieces of state equipment & vehicles distributed through all executive branch departments, Legislative Affairs, and the Court System as well as 9 Weigh Stations. The approximate value of this transportation asset infrastructure is \$8.1 billion dollars.

SECTION THREE SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 PROJECT BACKGROUND

An Indirect Cost Allocation Plan refers to a methodology whereby indirect costs are identified as applicable to the operation of the department. Although the normal accounting process charges direct costs to appropriate accounts within the department's cost center structure, there are also appropriate indirect costs incurred that are allocable but not directly charged.

Indirect costs require analysis to be accurately distributed to the benefitting divisions or functions. An accurate Indirect Cost Allocation Plan will identify indirect costs in sufficient detail and properly allocate them to the appropriate cost groups (division, function, program, etc.) on the basis of the beneficial relationships between the indirect costs and the cost group served. The result allows the department to determine what the true costs of operations are for any given cost group (division, function, program, etc.). The department has historically also developed ten separate Small Cost Allocation Plans (SCAPs), and one Indirect Cost Allocation Plan. For fiscal year 2020, the department intends to incorporate the SCAP activity into its Indirect Cost Allocation Plan.

During the term of the contract, the state project team will provide access to financial and other information as needed by the contractor to facilitate the audit of the Indirect Cost Allocation Plan.

SEC. 3.02 PROJECT OBJECTIVES

The objective for this project is to contract with an independent firm to conduct an audit of the departmentally developed Indirect Cost Allocation Plan (ICAP) for State fiscal year 2020. The Indirect Cost Allocation plan shall be fully reviewed and vetted by the contractor during the audit to ensure that the plan is complete, defensible, accurate, and will result in the department identifying the true costs of Indirect Cost Allocation operations.

SEC. 3.03 SCOPE OF WORK, TIMELINES, AND DELIVERABLES

The state anticipates the auditing services to be provided between March 4 and April 14, 2019. Following is the approximate proposed timeline. Dates may change by up to 2 weeks in either direction.

SCOPE OF WORK: The contractor shall:

1. Review and analyze the department's documentation of beneficial relationships within the department to ensure a full understanding of cost relationships within the department.
2. Perform an audit of the Department's Fiscal Year 2020 Indirect Cost Allocation Plan to include the Department's preparation of, and, methodologies utilized during the department's development of the Fiscal Year 2020 Indirect Cost Rate Plan.
3. Upon completion of the audit, the contractor shall provide the state a written "preliminary" opinion on the Plan's compliance to the following:
 - All costs included in the ICAP to establish cost allocations or billings are allowable and in accordance with the requirements of Title 2 CFR Part 200 Subpart E and Appendix VII, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all unallowable costs have been removed from allocating costs.

- All costs included in the ICAP are properly allocated to the appropriate cost groups, including federal award cost groups, on the basis of a beneficial or causal relationship between the expenses incurred and the cost groups to which they are allocated.
 - Similar types of costs have been accounted for consistently, and the same costs that have been treated as indirect costs have not been claimed as direct cost relationships within the department.
 - Material accuracy of ICAP preparation, calculation, and results.
 - If material areas of non-adherence are found, the contractor shall make recommendations for resolution within the preliminary opinion provided to the state.
4. Upon receipt of the “preliminary” opinion, the department will review the opinion and recommendations for possible implementation. Once implementation of any recommendations is completed, the contractor will review any changes made, and issue a formal written opinion.

TIMELINES: The following timelines shall apply:

1. The department shall provide the contractor the documentation of beneficial relationships within the department within 24 hours of contract execution.
2. The department shall provide the contractor the ICAP plan within 10 calendar days of contract execution.
3. Upon receipt of Deliverable 1 as seen below, the state will review the Preliminary Written Opinion and Recommendations and provide comment to the contractor by March 26, 2019 (approximate date).

DELIVERABLES: The following deliverables shall be provided to the project manager by the contractor by the dates seen below:

Deliverable 1: Preliminary Written Opinion and Recommendations: The contractor shall provide the state project manager a Preliminary Written Opinion to include recommendations to resolve material areas of non-adherence no later than March 22, 2019.

Deliverable 2: Final Formal Written Opinion: The contract shall provide the state project manager the Final Formal Written Opinion no later than April 1, 2019.

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award through June 30, 2019. The expected period of performance for work under the resulting contract is from the date of award to April 1, 2019. However, the state reserves the right to request additional services at the hourly rates offered in response to this RFP. If additional services are required, the state will provide a scope of work to the contractor and the contractor shall provide a detailed quote based on the hourly rate offered. If the quote is acceptable to the state, a contract amendment may be issued by the procurement office.

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. 3.05 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.06 COMPENSATION AND INVOICING PROCEDURES

COMPENSATION:

The contractor shall be compensated the amount offered in response to this RFP for the completion of Deliverable #1 and Deliverable #2 as defined in Section 3.03, Scope of Work, Timelines, and Deliverables upon acceptance of the deliverable by the state project manager.

Upon completion of each deliverable and upon acceptance of the deliverable by the project manager, the contractor shall submit an invoice to the project manager for approval. Each invoice must include the contract number, project title, deliverable number, and description.

No payment will be made until the deliverable has been accepted and the invoice has been approved by the project manager.

Travel Reimbursement: Travel approved in advance by the project manager shall be reimbursed based on actual costs and the following criteria:

- Airfare is limited to coach fare
- Lodging will be reimbursed per SOA travel policies
- Reimbursement for meals will not exceed \$60.00 per day for Alaska
- Rental vehicles are limited to standard size, make and model as opposed to premium options
- Receipts must be provided with invoice for all travel expenses
- All travel costs must be shown as separate line items on invoices submitted to the state for payment

Hourly Services: If the state determines additional services are required, the state shall request a cost estimate from the contractor. Upon receipt of the cost estimate, if acceptable to the state, the state will issue a contract amendment to approve the requested hourly services.

When invoicing for approved hourly services, the contractor shall include separate lines on the invoice for each job class category. Each line shall include the offered hourly rate and the number of hours worked during the billing period.

SEC. 3.07 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. 3.08 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. 3.09 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is within the United States.

The state will provide a temporary workspace for the contractor at the DOT&PF Headquarters building in Juneau, Alaska. The contractor must provide its own workspace if not on site in Juneau, Alaska.

The contractor must include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two people to make two round trip(s) to Juneau, Alaska from the offerors Home Office location as identified on **Attachment E, Cost Proposal** to discuss the project and interview staff as needed. The offered travel costs shall be included in the evaluation of cost as defined in Section 4.08.

All travel must be pre-approved by the project manager to be reimbursed. Unapproved travel shall not be reimbursed. Travel to other locations will not be required.

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

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

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

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

SEC. 3.10 SUBCONTRACTOR

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 named in the proposal must be approved, in advance and in writing, by the project manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

OFFERORS RESPONSE: Per section 1.04, submit a Staffing Roster identifying the proposed project team and the work each individual shall be performing.

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 manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager 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

Liquidated Damages do not apply to this project.

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 manager 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 manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee.

The hourly rate offered for additional services in response to this RFP shall apply to all anticipated and unanticipated amendments.

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

SECTION FOUR 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.

For ease of evaluation, proposals should include the following sections. **Each individual section should be clearly marked.**

SEC. 4.02 INTRODUCTION

OFFERORS RESPONSE: Proposals must include a narrative statement that includes the following:

- the complete name and address of offeror's firm;
- mailing address;
- telephone number;
- email address of the person the state should contact regarding the proposal;
- The number of days after the award of a contract required for the contractor to begin work. The number of days to start work must consider mobilization, travel (if needed), planning, and all other factors an expert in this field would consider prior to starting work on a similar project.

The introductory narrative statement must also include an explanation of any lawsuits the firm is, or was, a party to that relate past or present cost allocation plan engagements.

The Offerors Response **must also confirm** 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 (15%)

OFFERORS RESPONSE: Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule as detailed in this RFP. The narrative statements should include a detailed project schedule identifying all work tasks, activities, milestones, and task specific timelines that will result in the successful completion of each deliverable as defined in Section Three of this RFP within the required project timeline.

NOTE: Offerors should also identify any risks or issues that may be encountered to include mitigation solutions.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT (15%)

OFFERORS RESPONSE: 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 as detailed in this RFP.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT (10%)

OFFERORS RESPONSE: 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 as detailed in this RFP. The narrative statements should include a description of the proposed project team as submitted per section 1.04 (Staffing Roster) as well as define the lines of authority and communication.

The narrative statements should also include suggested or additional tasks or activities that are separate and unique from the tasks defined in Section Three of this RFP and explain why the additional tasks or activities would be beneficial to the state and the outcome of this project.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS (10%)

OFFERORS RESPONSE: In addition to the Offerors Responses for Section 1.04, Offerors must also provide an organizational chart specific to the staff assigned to accomplish the work called for in this RFP. The chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must also provide a narrative description of the organization of the project team and a staff 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 two past clients for which the offeror has performed similar projects.

SEC. 4.07 COST PROPOSAL (40%)

OFFERORS RESPONSE: Offerors must submit Attachment E, Cost Proposal Form. The costs included on Attachment E shall be all inclusive and must include, but are not limited to, labor, profit, direct and indirect expenses, supplies, insurance, fees, and overhead. **Attachment E, Cost Proposal must be submitted in response to this RFP.** A failure to submit Attachment E may result in the proposal being deemed non-responsive and the proposal may be rejected.

Attachment E contains the following sections:

Deliverable #1 Preliminary Written Opinion and Recommendations: Offerors shall provide a lump sum cost to complete and provide deliverable #1 Preliminary Written Opinion and Recommendations as defined in Section 3.03.

Deliverable #2 Formal Written Opinion: Offerors shall provide a lump sum cost to complete and provide deliverable #2 Formal Written Opinion as defined in Section 3.03.

Travel: Offerors must provide an estimated lump sum cost for two roundtrips for two people from the designated Home office location to Juneau, Alaska. This cost must include airfares, ground transportation, lodging, and per-diem for a two day visit. The offered lump sum shall be used for evaluation purposes only. The

state will reimburse the contractor for actual travel costs if the travel has been pre-approved by the project manager.

Hourly Rate for additional services: Offerors must provide an hourly rate to be charged for additional services as defined by the state but within the general scope of work intended for this project. The offered hourly rate is to be entered on **Attachment E, Cost Proposal Form** and is not part of the evaluation process. If additional services are requested, they shall be approved by the state through the issuance of a contract amendment by the Procurement Officer.

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 FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15% OF 150 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, potential problems, and related to the project and are the proposed solutions reasonable?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) How well has the offeror demonstrated an understanding the states time schedule and to what extent does the detailed project schedule to include work tasks and deliverables that meet the project schedule?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (15% OR 150 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology proposed and does it depict a logical approach to fulfilling the requirements of the RFP to include the allocation of cost pools?
- 2) How well does the methodology match and achieve the objectives set out in the RFP and the detailed project schedule outlined in response to Section 4.03?
- 3) To what degree does the proposed methodology for exceptions appear logical and does this methodology interface with the time schedule proposed?
- 4) To what extent does the proposal describe the estimated level of support from state staff the contractor will require and is it acceptable?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10% OR 100 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 within the schedule as required in the RFP?
- 2) How well is accountability completely and clearly defined and are the proposed metrics for measuring task completion logical and reasonable?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?

- 5) Does it appear that the offeror can meet the schedule set out in the RFP?
- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 7) To what degree is the proposal practical and feasible?
- 8) To what extent has the offeror identified potential problems, solutions, additional tasks, or activities that may be beneficial to the state?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (10% OR 100 POINTS)

Proposals will be evaluated against the questions set out below:

1) 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 contact information for two past clients?
- d) To what extent does the firm meet or exceed the minimum level of experience required and is the experience pertinent to this project.

2) Questions regarding the personnel:

- a) To what extent does the staff offered meet or exceed the minimum level of experience required and do all the individuals assigned to the project have experience on similar projects?
- b) Are the narratives complete and does the education and experience demonstrate backgrounds that would be desirable for individuals engaged in the type of work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

SEC. 5.05 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15

SEC. 5.06 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 SIX 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 manager. 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 ASD conference room on the third floor of the DOT&PF Headquarters Building 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

OFFERORS RESPONSE: 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

OFFERORS RESPONSE: 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.

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

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

STEP 3

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

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

STEP 4

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

SECTION SEVEN 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 EIGHT ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

Attachment A:	Proposal Evaluation Form
Attachment B:	Standard Agreement Form - Appendix A
Attachment C:	Appendix B2-Insurance Requirements
Attachment D:	Notice of Intent to Award
Attachment E:	Cost Proposal Form
Attachment F:	Checklist