

STATE OF ALASKA REQUEST FOR PROPOSALS



TELEPHONIC TOWN HALL AND LIVESTREAM AUDIO COORDINATION AND ADMINISTRATION RFP 2019-1000-4124

ISSUED MARCH 12, 2019

THE INTENT OF THIS SOLICITATION IS TO CONTRACT WITH A QUALIFIED FIRM TO PROVIDE COORDINATION AND ADMINISTRATION OF INTERACTIVE TOWN HALL MEETING AND LIVESTREAMED AUDIO EVENTS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF RETIREMENT AND BENEFITS (DRB)

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
DIVISION OF RETIREMENT AND BENEFITS

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 Administration, Division of Retirement and Benefits, is soliciting proposals for a firm to provide coordination and administration of interactive telephonic town hall meetings and livestreamed audio events.

Please see Section 3.01-Scope of Work, for additional information.

SEC. 1.02 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3:00 PM** prevailing Alaska Time on **APRIL 2, 2019**.

SEC. 1.03 PRIOR EXPERIENCE AND MINIMUM REQUIREMENTS

In order for offers to be considered responsive, offerors must have a minimum of 2 years' experience and meet the prior experience and minimum requirements. (Attachment #1 – Proposal Submission Cover Sheet) An offeror's failure to meet the prior experience and minimum requirement or provide a written description for the sections identified may cause their proposal to be considered non-responsive and proposal may be rejected.

1. System must be capable of dialing out to a minimum 10,000 phone numbers and accepting in-bound calls from a minimum 1,000 phone numbers, to provide the opportunity for members to participate in telephonic town hall events.
2. Ability to pre-record audio files to be used in association with event out-dials.
3. System must allow participants to interact with hosts in a controlled manner.
4. System must allow for multiple hosts to participate from different locations.
5. System must allow for screening of participants, to include ranking and brief notations of the nature of the questions.
6. Ability to safeguard participant information in compliance with HIPAA and other applicable laws.
7. Ability to livestream audio from events online, with and without closed captioning.
8. Ability to provide a written summary of the event.
9. Provide editable recording of events that can be hosted online.
10. Provide customer services to the Division in advance of, during, and after events.
11. Provide statistical reports and participant data reporting to the Division after events.
12. Allow the Division to customize participant terms and conditions for participating in events.
13. Offeror must have conducted at least 40 tele-townhall events with the following characteristics:
 - a. Over 10,000 unique phone numbers out-dialed,
 - b. Callers screened,
 - c. Live-streamed online,
 - d. Recorded, and
 - e. Audio files produced in a format that can be archived online.

Offeror must provide proof of the following requirements in writing and submit with proposal.

14. Description of service/system and all standard services provided. Including, but not limited to:
 - a. Telephonic dial-out capacity of proposed system,
 - b. Telephonic dial-in capacity of proposed system,

- c. Call screening options,
 - d. Data security protocols, and
 - e. Participant outreach opportunities.
15. Limitations of services/systems.
16. Sample data report including, but not limited to:
- a. Event analytics, and
 - b. Participant registration data.

SEC. 1.04 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. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. Deadline for receipt of questions is no later than 3:00 PM prevailing Alaska Time on March 19, 2019

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.

Technical questions may be asked during the pre-proposal teleconference but may not be answered at that time. **Technical questions will be answered in the form of a written amendment.**

PROCUREMENT OFFICER: **SHAVONNE JORDAN** – Shavonne.jordan@alaska.gov

SEC. 1.06 RETURN INSTRUCTIONS

Offerors must submit their proposals via email to doa.dgs.info@alaska.gov no later than the deadline for receipt of proposals. Emails must contain the **RFP number in the subject line** of the email.

Body of the email should include:

Request for Proposal (RFP) Number: 2019-1000-4124
RFP Title: TELEPHONIC TOWN HALL & LIVE STREAM AUDIO COORDINATION AND ADMINISTRATION
Attention: Shavonne Jordan

ELECTRONIC PROPOSAL SUBMISSION: When submitting a proposal via email, the technical proposal and cost proposal must be submitted as clearly separate documents attachments and emailed to doa.dgs.info@alaska.gov.

Example: "Offeror ABC – Technical Proposal #123.pdf", and "Offeror ABC – Cost Proposal #123.pdf" (Offeror ABC is the name of the offeror).

Emailed proposals must be submitted in Excel, Word or PDF formats. The **maximum** size of a single email (including all text, images, headings, signatures and attachments) that can be received by the state is **20mb (20 megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at (907) 465-5687 or doa.dgs.info@alaska.gov, to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

The failure of a proposal to be received by the State, on or before the deadline date and time, will cause the proposal to be disqualified and rejected. Late proposals or amendments will not be opened or accepted for evaluation.

NOTE: It is the offeror's responsibility to contact the issuing office Ann McPherson at (907) 465-5687, or doa.dgs@alaska.gov to confirm that the proposal has been received via US mail, courier or email. Failure to follow the above instructions may result in the proposal being found non-responsive and rejected.

IRIS: Submission of proposals through IRIS (Integrated Resource Information System), will not be accepted.

Other types of submission: Oral proposals will not be accepted. Faxed proposals will not be accepted.

SEC. 1.07 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 Administration 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 to this RFP solicitation.

SEC. 1.08 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. 1.09 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. 1.10 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. 1.11 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 – **March 12, 2019**
- Pre-proposal Teleconference on **March 15, 2019,**
- Deadline for Questions from Offerors **March 19, 2019**
- Deadline for Receipt of Proposals **April 2, 2019,**
- Proposal Evaluation Committee complete evaluation - Week of **April 8, 2019,**
- Demonstrations – Week of **April 15, 2019,**
- State of Alaska issues Notice of Intent to Award a Contract – Week of **April 15, 2019,**
- State of Alaska issues contract **June 1, 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 Administration, 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. 1.12 PRE-PROPOSAL TELECONFERENCE

A pre-proposal teleconference will be held at **10:30 AM**, Alaska Time, on **March 15, 2019**. The purpose of the teleconference is to review the RFP document, discuss the work to be performed with the prospective offerors, and allow them to ask questions concerning the RFP. All questions will be addressed in the manner outlined in Section 1.05 – Questions Prior to the Receipt of Proposals. Questions and answers will be transcribed and posted in the form of an "Amendment" to the Online Public Notices website as soon as possible after the meeting.

Prospective offerors are invited to participate in the pre-proposal teleconference by calling **1-913-904-9376** and entering the **Access Code 09593#** to enter the teleconference.

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

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska, Division of Retirement and Benefits, manages the State of Alaska's retirement system and health benefit plans. The Divisions' scope of work includes serving as the point of contact for administrative, legal, legislative, and procedural issues regarding the management of retirement systems, state-sponsored health, dental, and supplemental benefits, and explaining benefits to members.

The Director of the Division of Retirement and Benefits serves as the administrator of the retirement system by appointment of the Commissioner of Administration. The administrator oversees the day-to-day operations of the retirement systems, including defined pension and defined contribution plans. This includes service calculations, service claims, retirement eligibility, distribution options, pension projections, retirement application processing, disability and death benefits processing, administering Cost of Living Allowance benefits and Post Retirement Pension Adjustments, issuing pension payments and tax forms and other benefits. The Division also provides benefits education to both retirees and prospective retirees of the State of Alaska and participating political subdivisions.

AlaskaCare is the term used to describe the health plans administered by the Division. The Division provides comprehensive health benefits for approximately 15,125 covered lives through the AlaskaCare employee plan and an estimate 72,000 lives in the AlaskaCare retiree health plans. These self-insured health plans are managed by the Division of Retirement and Benefits within the Department of Administration.

The Commissioner of the Department of Administration is the plan administrator but delegates the health policy development and the operation of state-sponsored health benefit plans to the Divisions health team. This team is comprised of a Division Director, Chief Health Policy Administrator, Chief Health Official, and support staff. Similarly, the Commissioner delegates the pension policy development and operation of the state sponsored retirement systems to the Divisions' retirement team. This team is comprised of the Division Director, Chief Pension Officer, Chief Financial Officer and support staff.

As the State considers new initiatives, executes new contracts for plan benefit management and administration, and continues to administer AlaskaCare health plans, the Division would like to implement and maintain communication strategies and tools to connect with members to provide accurate and timely information about the health plans, proposed or impending changes to the health plans, pension benefits, or defined contribution accounts. These strategies and tools may be applied to other Division initiatives in the future.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Administration, Division of Retirement & Benefits, is seeking a qualified firm to provide coordination and administration of interactive telephonic town halls and livestreamed audio events. The successful Offeror will work with the Division to host public outreach events on dates and times to be determined by the Division that provide an opportunity for AlaskaCare members to receive information from and ask questions of Division Staff. This request for proposals seeks a firm capable of:

- 1) Safeguarding member information provided by the Division and/or provided directly by members;
- 2) Providing a forum for direct communication between the Division and AlaskaCare members;
- 3) Providing an intuitive, use-friendly event platform for event hosts, screener and technical support to use during events; and
- 4) Providing excellent customer service and coordination and support for all technical aspects of telephonic town hall and livestreamed events.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **June 1, 2019**, through **June 30, 2020**, with the option to renew for two additional one-year terms through **June 30, 2022**, at the sole discretion of the state.

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

SEC. 3.03 DELIVERABLES

The Division seeks to host up to **18 telephonic town halls**, to occur within one year from the start of the contract. The actual number and frequency of the events shall be determined by the Division. The contractor will be required to provide the following deliverables; however, the state may opt to forgo any specific deliverable:

1. Interactive training for State of Alaska staff on an as-needed basis, and can be conducted via webinar, and/or phone as appropriate to offeror system;
2. An online event registration page;
3. An online audio livestream (with closed captioning available) on offeror's web site;
4. Audio livestream (with closed captioning available) to the State of Alaska, Division website;
5. Audio livestream (with closed captioning available) to the State of Alaska sponsored social media sites;
6. An online platform or control panel that allows the host(s) to screen callers and interact with (i.e. mute and unmute) callers;
7. Technical support during events;
8. An online page to host the event recording;
9. Post-event participant data files including, but not limited to:

- phone number,
 - call duration,
 - time joined;
10. Post-event data reporting, including but not limited to:
- Number of total participants via phone,
 - Number of participants connected for more than five minutes,
 - Number of participants connected to the livestream,
 - Total out-bound calls,
 - Total in-bound calls,
 - Number of participants screened, and
 - Number of participants brought live on the call.

SEC. 3.04 CONTRACT TYPE

This is a Firm Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

Invoice verification will be routinely performed on contract pricing to assure contract compliance. Overcharges shall be credited to individual agency accounts by the Contractor within 30 days of notification. In the case of frequent discrepancies, or at the reasonable request of the state, the Contractor will be required to perform an item by item audit to correct all pricing errors. Repeated cases of invoice errors may cause the contract to be terminated.

The Contractor must submit monthly invoices directly to the Division. Payment will be made by the Division directly to the Contractor. The Offerors invoice shall clearly state:

- Audio livestream production fee;
- Cost for screening event;
- Flat rate for list size; and,
- Total of surcharge costs.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.07 LOCATION OF WORK

All work is to be performed, completed and managed in the United States.

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

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

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

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

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

SEC. 3.08 SUBCONTRACTORS

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

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

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

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

A “place of business” is defined as a location at which normal business activities are conducted, services are rendered, or good are made, stored, or processed. A post office box, mail drop, telephone or answering services does not, by itself, constitute a place of business per 2 AAC 12.990 (b)(3).

SEC. 3.11 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. 3.12 CONTRACT PERSONNEL

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

SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.14 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 Administration or the Commissioner's designee.

SEC. 3.15 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:

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. 3.16 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 "Attachment 6 – Indemnity & Insurance Appendix B1", 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 Attachment 6 (**APPENDIX B1**) must be set out in the offeror's proposal.

SEC. 3.17 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 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 PERSONNEL 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. Any changes in project personnel must be brought to the attention of the project director during the course of the contract.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must complete and submit “Attachment 3 – Client Reference Form” for three (3) previous client on similar projects the offeror’s firm has completed. This attachment includes instructions for completing and submitting the client references required for this solicitation. Failure to submit this form, or submission of an incomplete form, may result in points being deducted, or the proposal being rejected.

SEC. 4.07 COST PROPOSAL

The Cost Proposal for this solicitation must include the Excel Spreadsheet provided in “Attachment 2 – Cost Schedule and Value-Add Schedule.” This attachment includes an Excel Spreadsheet for the Offerors required Cost Schedule (sheet 1) and the Offerors optional Value-Add Schedule (sheet 2).

The Cost Schedule and Value-Add Schedule spreadsheet included with the Offerors proposal must be submitted electronically in a separate attachment from the rest of the technical proposal and must be clearly identified as the cost proposal. Refer to Section 1.06 for further information.

The offeror may choose to complete the Value-Add section on sheet #2 of the of “Attachment 2 – Cost Schedule” spreadsheet. The purpose of the Value-Add schedule is to provide offerors an opportunity to identify any Value-Add options or ideas that may benefit the state’s requested service. Value-add options may/may not be included in the State’s final contract for services represented in this solicitation. If the offeror includes additional services within the constraints of the state requirements, the offeror should provide a listing of the value-add options on the Cost Schedule only and must not be included on the offeror’s proposal document.

An offeror’s failure to meet these Cost Proposal requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 4.08 PRODUCT DEMONSTRATIONS

Offerors deemed reasonably susceptible for award will be required to provide an online visual and interactive demonstration of their proposed telephonic town hall and live stream audio event systems and user interface and capabilities. It is possible that not all offerors will be invited to the demonstrations.

Demonstrations are intended to provide the state with an in depth understanding of how the offeror’s system will function during a live event and provide examples of how users will interface with the system. These demonstrations must be based on the deliverables identified in Section 3.03 of this RFP document and offerors should be prepared to demonstrate the required capabilities.

Offerors will be contacted 7 days prior to the live demonstration date and a demonstration time shall be scheduled.

The demonstration should last no longer than 30 minutes.

Offerors must provide a web link and dial in number for the demonstration. Offerors will be required to provide the State access to their online event hosting platform or set up an online web application (such as WebEx, GoToMeeting, Adobe Connect, etc.) that will be used to present their product demonstration. The demonstration is to be interactive and shall be facilitated by the offeror.

The offeror will be responsible for ensuring that the platform or application will work and can be interacted with and/or viewed by the State throughout the entire allotted 30-minute demonstration time. The state will not be

responsible for any technical issues or problems that may arise with the demonstration. An offeror will not be allocated additional time for the demonstrations unless the technical issues are beyond control of the offeror.

Because the state will strictly enforce the 30-minute demonstration time, offerors should be prepared to start the demonstration on time and not include any information or marketing in their demonstration that does not directly apply to the scope of work and deliverables required.

Demonstrations will be the same for each offeror based on the deliverables listed in Section 3.03. Failure to provide all demonstration requests may result in a lower score from the PEC during evaluation.

The PEC will participate in the online demonstration and reserves the right to seek clarification or ask follow-up questions. The PEC will evaluate and score the demonstration, assigning evaluation points for the demonstration to overall evaluation score. The amount of points awarded will be calculated using the same method and formula indicated in Section 6.15 of the RFP.

SEC. 4.09 EVALUATION CRITERIA

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

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

SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (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 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided the required Client Reference Form for three (3) previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 PRODUCT DEMONSTRATIONS (10 %)

Proposals will be evaluated against the questions set out below.

- a) How well did the online demonstration confirm the offerors ability to meet or exceed the States needs for the Telephonic Town Hall services?
- b) Has the offeror demonstrated their ability to provide online Telephonic Town Hall events, online registration for participants, and event recordings?
- c) Has the offeror demonstrated their ability to provide audio livestream to the state website and to social media sites?
- d) Has the offeror demonstrated the ability to allow the host to screen calls, interact with callers, and provide technical support during events?
- e) Has the offeror demonstrated the ability to provide post-event data files and post-event data reporting?

SEC. 5.06 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. 5.07 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 State Office Building located in Juneau, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

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

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. Faxed copies are not permitted.

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 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 an 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 JO which includes an 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. Joint ventures are not permitted for this Request for Proposal.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

STEP 2

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

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

STEP 3

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

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A) found in Attachment #5. This form is attached in **SECTION 8. ATTACHMENTS** 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.

Note: A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.12 CONTRACT INVALIDATION

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

1. Proposal Submission Cover Sheet
2. Cost Schedule and Value-Add Schedule
3. Client Reference Form
4. Proposal Evaluation Form (Sample)
5. Standard Agreement Form (Sample)
6. Indemnity and Insurance – Appendix B1 (Sample)
7. Notice of Intent to Award (Sample)