

STATE OF ALASKA REQUEST FOR PROPOSALS



Improvement of Shared IT and Back-office Service Functions

RFP # 2020-0200-4381

Issued: September 19, 2019

Information Technology consolidation and back-office support consolidation
as Shared Services in the government sector.

ISSUED BY:

Department of Administration
Shared Services of Alaska

PRIMARY CONTACT:

Mindy Birk
Procurement Officer
Melinda.birk@alaska.gov
(907) 465-5678

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 ABOVE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO REGISTER WITH THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The purpose of this Request for Proposal (RFP) is to seek out and engage a professional consulting firm with expertise in Information Technology consolidation and back-office support consolidation as Shared Services in the government sector. The State is seeking professional support for the development of a robust strategy plan and assistance with implementation to achieve consolidated services, cost savings, and customer satisfaction of IT and shared services functions within the Department of Administration.

A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS PROVIDED IN SECTION 3.

SEC. 1.02 BUDGET

Department of Administration, Office of the Commissioner, estimates a budget of between \$3 million and \$5 million dollars for completion of both phase one and phase two of this project. Proposals priced at more than \$5 million dollars total for this project will be considered non-responsive.

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 2:00 p.m. prevailing Alaska Time on October 11, 2019. Emailed proposals are acceptable but not encouraged. Faxed proposals, or proposals submitted through the Alaska IRIS Vendor Self-Service are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

Offerors must have experience in strategy, planning, and implementation of large-scale government shared services or Information Technology consolidations. All Offerors must be a member of the National Governor's Association Partners (NGA Partners), or a firm that offers all the following services in-house (without sub-contracting): professional services, audit, assurance services, taxation, management consulting, advisory, actuarial, corporate finance and legal services. Offerors must have been in business as a company in good standing for at least 25 years.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: Mindy Birk – PHONE (907) 465-5678 – EMAIL: melinda.birk@alaska.gov

SEC. 1.07 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received by the posted closing date and time listed in Section 1.03 of this solicitation. Proposals received after the deadline will be late and rejected.

If submitting a proposal through U.S. Mail, or courier service, offeror 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.

Additionally; Offeror must include in the package one copy of the proposal on a CD Rom or USB flash drive with the Technical Proposal and the Cost Proposal saved in separate files and clearly identified as Vendor Name-Technical Proposal and Vendor Name-Cost Proposal.

The sealed proposal package(s) must be addressed as follows:

Department of Administration
Shared Services of Alaska
Attention: Mindy Birk
Request for Proposal (RFP) Number: 2020-0200-4381
RFP Title: Improvement of Shared IT and Back-office Service Functions

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

PO Box 110210
Juneau AK 99811-0210

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

333 Willoughby Ave., Suite 801
Juneau AK 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to doa.dgs.info@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20MB (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror’s responsibility to contact the issuing agency at (907) 465-2250 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Please Note: there are no overnight courier services to Alaska.

Proposals will NOT be accepted if submitted by facsimile or through the Alaska IRIS Vendor Self-Service.

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 before the deadline for receipt of proposals, it will be provided to all who were notified 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.

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. 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 September 19, 2019 (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site.),
- Pre-proposal conference on October 2, 2019,
- Deadline for receipt of proposals October 11, 2019,
- Proposal Evaluation Committee complete evaluation by October 17, 2019,
- State of Alaska issues Notice of Intent to Award a Contract October 17, 2019,
- (Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)
- State of Alaska issues contract October 28, 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 9:00 a.m., Alaska Time, on October 2, 2019 from Juneau, Alaska. The purpose of the tele-conference is to discuss the work to be performed with the prospective offerors, allow them to ask questions concerning the RFP, and to provide a thorough education on the RFP process being used.

To participate in the Pre-proposal Teleconference, you will need the information below:

Phone Number: (800) 315-6338

Access Code: 86984

To obtain the greatest benefit from this meeting, offerors are strongly encouraged to have their direct supervisory personnel/critical project team members (in lieu of executives, business development, or sales personnel) on the call. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal tele-conference 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.

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Shared Services of Alaska (SSOA) houses back-office support such as central mail, property surplus, leasing State owned facilities and maintenance, statewide purchasing, and procurement. In August of 2015, consolidation efforts of the back-office support, more specifically, the travel and payables functions, began. In addition to these functions, collections activities were transferred from the Department of Law and the Courts.

In FY2019, the facilities maintenance activities were transferred to the Department of Transportation. For FY2020, the consolidation of all procurement functions across State Departments into Shared Services will begin.

SSOA is funded by agency receipts that are charged through a federally approved statewide cost allocation methodology. In addition, there is a 1.5% vendor rebate which has been negotiated into Statewide contracts that is anticipated to generate up to \$1.5 million annually on an estimated \$100 million in State spending. This revenue will also be used to fund a portion of Shared Services. Shared Services is in Anchorage at the Atwood Building and in Juneau at the State Office Building. Below is background information on each function:

- Procurement
 - Procurement functions across State agencies need to be consolidated into SSOA
 - Procurement throughout Departments and agencies differ and some of the reasons are necessary
 - By combining procurement, we can create cost-savings
- Travel and Expense
 - 615 State employees “touch” travel & expense and accounts payable
 - This equates to 263 full-time employees (FTEs)
 - In 2017, SSOA was processing 12,000 of 40,000 annual trips (30%)
 - A goal is to make better utilization of the State’s travel and expense software so we can reduce the number of employees processing Travel & Expense to 130
- Accounts Payable
 - Through Kaizen process, a review of both State procurement and accounts payable functions was completed
 - Transaction testing in the State’s ERP – IRIS was completed in 2018
- Collection of Delinquent Accounts Receivable
 - Hired Account Control Technology, Inc. (ACT) to work on behalf of the State to collect delinquent debt
 - Rolled over the Alaska Court System debt and the Department of Law legacy debt which is approximately 90,000 accounts
 - Setup the garnishment process through Permanent Fund Dividend Division on 40,000 accounts for \$6.1 million dollars in 2017
 - Shared Services receives a 5% fee on collected funds

Shared Services of Alaska’s existing challenges include identifying all the staff that need to transfer over to achieve complete consolidation of Shared Services; assess processes and shift internal alignment accordingly to maximize efficiencies; change processes and policies to be consistent; and offer training across the State so there is consistency in knowledge and process.

Office of Information Technology (OIT) provides centralized services including application hosting, communications and collaborations support, and software, consulting, enterprise application, end user services and workspace productivity. OIT was created in 2017 to centralize all telecommunication and information services currently performed by executive branch agencies and consolidate them statewide under the single authority of a single office. Previously information technology services were decentralized. Pre-2017, the office managed hosting, statewide area network, enterprise applications, help desk, mainframe services, IT security and governance; most Departments had their own IT services. The State started to consolidate in 2017, but that effort was not fully successful and did not reach completion.

OIT offers support to over 15,000 State and partner agency employees in over 70 communities located across Alaska. Funding is provided through an internal chargeback to State agencies using a federally approved statewide cost allocation plan, and some general funds that are specific to the State of Alaska Telecommunications System. Rates change annually (See Attachment 2, "Rate Sheet" of this RFP). OIT is focusing on:

- Customer Satisfaction
 - Facilitating communication
 - Facilitating excellent customer service
 - Baseline survey was completed so benchmarks can be set
 - Preparing infrastructure to support the telework program
- Consolidated Services
 - Consolidate IT services from all Departments into DOA
 - Crucial migration to the cloud has begun
 - Current state of the data warehouse is in extreme condition
 - Consolidate data warehouse across State
- Cost Savings
 - E-signature capabilities
 - Creating digital onboarding paperwork and process
 - Automation of timecards, performance reviews, recruitment process and hire requests
 - IT staff needs tools to work smarter and more efficient like Microsoft Teams, etc.
 - The OIT team is extremely creative. Need to find ways to use that creativity to help SOA and DOA find more efficiencies

In addition to improving customer satisfaction, realizing cost savings, and achieving seamless centralization of consolidated IT services, OIT's challenges also include staff shortages, lack of automated processes, and severely outdated technology and servers.

SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 3.01 SUMMARY

The purpose of this Request for Proposal (RFP) is to seek out and engage a professional consulting firm with expertise in Information Technology consolidation and back-office support consolidation as Shared Services in the government sector. The State is seeking professional support for the development of a robust strategy, plan, and assistance with implementation to achieve consolidated services, cost savings, and customer satisfaction of IT and Shared Services functions within the Department of Administration.

The State expects the Offeror to give a detailed response for all Phases in this RFP but reserves the right to utilize Phase three based upon the outcome of proposed Phases one and two.

SEC. 3.02 OBJECTIVES

The critical objectives of this service are:

1. Assess the effectiveness of current back-office Shared Services
2. Define, design, and plan remaining IT consolidation and shared service improvements
3. Provide experience, expertise, oversight, and day-to-day management of the consolidation and improvement efforts, in partnership with current division leadership.

Services to be consolidated within the objectives of this contract (the “services”):

- Information Technology
- Centralized Procurement
- Travel Administration
- Finance & Accounting: Accounts Payable, Collections
- Leasing
- Centralized Mail and Print Services

The DOA Divisions and services not to be consolidated within the objectives of this contract:

- Human Resources (Division of Personnel)
- Audits and Accounting (Division of Finance)
- Risk Management

SEC. 3.03 CONTRACTOR RESPONSIBILITIES

Phase 1: Review the current state of Shared Services and IT consolidation

The goal of this assessment phase is to determine key pain-points faced by the consumers of the services. The assessment outcome should clearly identify the attributes of services that are operating well and challenges that need to be addressed.

Phase 2: Develop the plan to improve services and complete IT consolidation

The goal of this phase is to understand the as-is state of IT and Shared Services, identify root causes for the service delivery and customer service challenges, define the target state for each of IT consolidation and back-office Shared Services, and determine the set of actions required to address the challenges.

Phase 3: Build and Implement

This phase will include activities for the awarded firm to perform or require the State to conduct for successful implementation of their consolidation and back-office Shared Services improvements. This Phase will be implemented based upon the outcome of Phases 1 and 2 listed above.

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award until the work required by this RFP, from Phase 1 through Phase 3, is complete, not to exceed one year, unless authorized in writing, by the Commissioner of Administration.

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 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Review of current state of Shared Services and IT consolidation.** A written product or presentation that summarizes the conclusions and findings from the activities and requirements set forth below in Section 4.06, Submittal Form D, Phase 1 – Assessment of Current State.
- B. Develop the plan to improve services and complete IT and Procurement consolidation.** As described in Section 4.07, Submittal Form E, Phase 2 – Plan Development, provide a written product or presentation of the business case; deliver communication tools; provide a documented inventory of IT and back-office shared functions; provide a Shared Services model; develop and/or enhance the service model; develop project, portfolio, and service management strategy for the consolidated IT and back-office shared service functions; provide a plan for successfully consolidating all procurement functions into Shared Services; develop a plan for organizational change; provide a communications plan; provide an evaluation of training needs; provide a resources assessment and plan for handling staff determined to be in roles that do not match their knowledge, skills, abilities, or strengths; provide recommendations for organization structures; provide a financial model; develop detailed improvement and consolidation plans to improve services of the consolidated IT and back-office functions; and meet all other requirements delineated in Section 4.07, Submittal Form E, Phase 2 – Plan Development.
- C. Build and Implementation.** As described in Section 4.08, Submittal Form F, Phase 3 – Build and Implementation, an implementation plan; an HR resource alignment and relocation plan for IT and back-office support personnel; build and deliver a service catalog; service level agreements with all Departments; recommendations for monitoring and reporting of services; risk and issue management during the stabilization period, including regular reporting to the Directors and Deputy Commissioners; an improved shared IT and back-office Shared Services funding, billing, and cost allocation model; a performance based budget for shared IT and back-office Shared Services; survey of stakeholders; develop and deploy communication materials; consolidate IT functions; implement and training, plan and framework for executing consolidated procurement; track key metrics of consolidation benefits and report progress; develop a strategy and plan to optimize the shared service effectiveness and

performance; and meet all other specifications set forth in Section 4.08, Submittal Form F, Phase 3 – Build and Implementation.

- D. **Legislative and Executive Briefings.** As necessary or requested, prepare materials and provide briefings to legislative oversight committees, members of the legislature, Commissioners, and/or staff in the Office of the Governor.

SEC. 3.06 UNIQUE CONSIDERATIONS

Currently, some of the IT and back-office support functions are in Juneau and some are in Anchorage. Anchorage and Juneau are about a 90-minute flight away from each other.

SEC. 3.07 CONTRACT TYPE

This contract is a fixed price contract.

SEC. 3.08 PROPOSED PAYMENT PROCEDURES

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report with deliverables. No payment will be made until the progress report, deliverables and invoice have been approved by the Project Director.

SEC. 3.09 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. 3.10 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed are at Juneau and Anchorage, Alaska. The Contractor also can perform some work remotely.

The State will provide workspace for the Contractor when the Contractor is on site in Anchorage or Juneau. The Contractor must provide its own workspace when working remotely.

Travel cost will be quoted separately on the Cost Proposal. Costs included in the budget are estimated for no more than 10 people to spend no more than 32 weeks in Anchorage and Juneau. Travel to other locations will not be required.

When quoting travel costs, the contractor shall include in their price proposal all travel costs, including but not limited to, transportation, lodging, and per diem costs sufficient to pay for no more than 10 person(s) for one trip to Anchorage and one trip to Juneau. One trip is for evaluation purposes, actual estimated travel is up to 10 people on site for up to 32 weeks working in Alaska.

Note: The State will only reimburse flight costs at coach rate.

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. 3.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.16 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. 3.17 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. 3.18 INSURANCE REQUIREMENTS

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

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

Offerors must review form APPENDIX B1, attached, for details on required coverage and indemnification requirements. No alteration of these requirements will be permitted without prior written approval from the

Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal in a separate document.

SEC. 3.19 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 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limit
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Prior Experience and Qualifications	4
Submittal Form C – Methodology Used for the Project	4
Submittal Form D – Phase 1 - Assessment of Current State	4
Submittal Form E – Phase 2 – Plan Development	4
Submittal Form F – Phase 3 – Build and Implementation	4
Submittal Form G – Cost Proposal	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. The state also reserves the right, in its sole discretion, to modify a proposal to remove any minor information that may be non-compliant.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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 and the Standard Agreement Form, Appendix A;
- 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 180 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.

The Submittal Form also requests the following information:

- a. The complete name and address of offeror's firm along with the offeror's Tax ID.
- b. Information on the person the state should contact regarding the proposal.
- c. Names of critical team members/personnel.
- d. Addenda acknowledgement.
- e. Conflict of interest statement.
- f. Alaska preference qualifications (if applicable).

An offeror's failure to provide all information in the Submittal Form may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 PRIOR EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

(See Section 1.04) The Offeror must complete and submit this Submittal Form. Offerors must provide comprehensive narrative statements that demonstrate the consultant's overall prior experience and qualifications, including at a minimum, the following:

1. Offeror must give examples of prior engagements of their firm's strategy, planning, and implementation of large-scale government Shared Services or information technology consolidations.
2. Offeror must confirm if their firm is a member of the National Governor's Association Partners (NGA Partners) or, offeror must explain in detail how their firm offers professional services, audit, assurance services, taxation, management consulting, advisory, actuarial, corporate finance and legal services without sub-contracting.
3. Offeror must provide a list of considerations based on their understanding of the State's needs and their firm's previous experiences with large shared-services implementations and list any assumptions they are making in formulating their responses to this RFP.

SEC. 4.05 MANAGEMENT PLAN USED FOR THE PROJECT (SUBMITTAL FORM C)

The offeror must complete and submit this Submittal Form. At a minimum, your response must address the following:

1. Offeror must provide a detailed explanation of processes, methods, metrics, and reports necessary to manage and monitor the progress of the project, for performing the consolidations and improvements.
2. Offeror must provide a timeline and milestones, and describe how they will work to ensure milestones and timelines are kept on schedule and what happens when the project goes longer than planned. Identify what functions of the work would be completed remotely and what functions would be completed on-site in Alaska, and how much time each would take, respectively.
3. Offeror must describe in detail methods for measuring success. That includes at a minimum: key risks the State should be aware of during this project and how they recommend the State mitigate those risks; key operational, financial, or other metrics and benchmarks to determine a successful outcome; approaches to determine stakeholder satisfaction in determining success; and, a plan for creating the State's stability of operations without dependency on the firm after completion of the contract.
4. Offeror must also include processes to identify, track, assess and develop response and/or contingency plans/preventative measure for project risk.
5. Offeror must also provide a detailed staffing plan that identifies all the personnel with the roles that are required to complete the planning and implementation. The staffing plan must provide the role and responsibilities for each key person on the project along with time allocation to the project and must include a profile with relevant experience. Offeror must describe in detail how their firm plans to address the change of personnel assigned to the project. The State expects any change in personnel to have the commensurate level of skills and experience as those provided in the plan. If not, the State reserves the right to request a staff member with skills and experience commensurate to those provided in the plan.

SEC. 4.06 PHASE 1 – ASSESSMENT OF CURRENT STATE (SUBMITTAL FORM D)

The offeror must complete and submit this Submittal Form. The State sees a clear delineation between assessment, plan, build, and implementation.

Please describe activities your firm proposes to perform or requires be conducted by the State for successful assessment of the Shared Services and IT consolidation's current state.

At a minimum, your response must include how your firm plans to address:

1. **Maturity Assessment Framework** – Determine components of services to be assessed for efficiency and effectiveness. Identify relevant metrics and benchmarks.
2. **Voice of the Customer** – Review information on the state of Shared Services and consolidation, and conduct interviews with critical stakeholders to capture their requirements, priorities, expectations, and concerns. Utilize this information to inform key performance indicators for service improvements.
3. **Gaps and Observations** – Document the progress of the consolidations against the projected consolidation benefits and customer expectations. Identify gaps and constraints. Provide your

objective observations on the current state of the IT consolidation and back-office Shared Services. Also provide preliminary recommendations that will drive the next phase.

SEC. 4.07 PHASE 2 – PLAN DEVELOPMENT (SUBMITTAL FORM E)

The offeror must complete and submit this Submittal Form.

Please describe activities your firm proposes to perform or requires conducted by the State for successful planning of the IT and back-office shared service consolidations and improvements.

At a minimum, your response must include how your firm plans to address:

1. **Business Case Development** – Critical outcomes for consolidation include improved quality, speed, and cost-effectiveness of Shared Services. Use the objectives, expectations, and outcomes of the consolidations obtained from key stakeholders representing the departments and administration to develop a business case identifying high-level costs, risks, and benefits, including a high-level timeline with consolidation phases, key activities, milestones, and dependencies. Provide communication tools to help socialize the value of the change. Include key metrics that need to be managed and used during the program.
2. **Operating Model and Service Model** – Review the business architecture and current operating model. Analyze the current operating model of other shared services across departments. Perform analysis and develop an inventory of IT and back-office Shared Services across DOA. Align the target operating models with the State’s business model, i.e., identify the level of consolidation that will meet the expected benefits of the program. Develop a shared service model to provide stable and quality services the departments expect, which includes, at a minimum, requisite policies, procedures, controls, and performance objectives.
3. **Governance Model** – Analyze existing governance mechanisms/models across agencies based on statutes, rules, and policies. Develop and/or enhance the governance models including roles and responsibilities of the oversight committees.
4. **Project, Portfolio, and Service Management Strategy** – Review the existing portfolio of IT and back-office shared service projects across the departments and administration. Develop project, portfolio, and service management strategy for the consolidated IT and back-office shared service functions which addresses matching the demand for services with supply, portfolio governance, and how projects are prioritized.
5. **Organizational Change Management** – Develop a plan for organizational change, including stakeholder assessment, change impact assessment including solutions where consolidation will be difficult, communication, and training. Provide a plan for communications between the consolidated IT and procurement services organizations, stakeholders, and customers of IT and back-office Shared Services, which ensures the efficient flow of information. Develop a plan for communication of change within the Department of Administration. Provide a plan for successfully consolidating all procurement functions into Shared Services. Evaluate training needs based on the resource skills assessment and conduct training for their respective new roles in the shared service organization, as needed.
6. **Resource Assessment** – Identify staff performing IT and back-office shared service functions and assess fit for Shared Services roles with respect to their skills, competencies, experience, and job

functions. Develop a plan for how to handle staff that are assessed as a low fit. Identify where staff resources are needed in secondary agencies to support consolidation efforts and provide those resources as needed.

7. **Organizational Structure** – Recommend organization structures that can be utilized to support consolidated IT and back-office Shared Services. Describe organization design methodology and propose organization structures for shared IT function and back-office Shared Services. Any proposal must comply with the State’s collective bargaining agreements. Any proposal to privatize part of the shared IT function or back-office Shared Services must first be supported by a feasibility study that shows a cost savings and performance improvement for the State to go that direction.
8. **Financial Model** – Perform an analysis of funding streams, services rate structures, existing cost allocation models, applicable federal and state regulations, and projected operational costs for the Shared Services.
9. **Improvement and Consolidation Plan** – Develop detailed improvement and consolidation plans to improve services of the consolidated IT and back-office functions, particularly consolidated procurement. These plans should at a minimum address the following components: tasks & dependencies, schedule, roles, risk management plan, issues management plan, and project budget. The plans should also include project resource needs both internal and external, along with the required roles and responsibilities.

SEC. 4.08 PHASE 3 – BUILD AND IMPLEMENTATION (SUBMITTAL FORM F)

The Offeror must complete and submit this submittal form.

Please describe activities your firm proposes to perform or requires conducted by the State for successful implementation of the IT consolidation and back-office shared service improvements, should the State choose to continue with this Phase.

At a minimum, your response must include how your firm plans to:

1. **Improvement and Consolidation Plan Execution** – Manage the plan through the implementation stage, updating and adjusting dependencies and timelines.
2. **Resource Alignment and Relocation** –Support State HR in reassigning roles and organizational alignment.
3. **Service Catalog and Delivery** – Build a service catalog which includes, at a minimum, service descriptions, fee structures, service level agreements, and service metrics.
4. **Service Transition and Monitoring** – Support the transition of current services to Shared Services model maintaining quality of services in line with established service agreements. Where service agreements do not exist, assist in developing them. Develop recommendations for the monitoring and reporting of the services.
5. **Risk and Issue Management** – Perform risk and issue management during the stabilization period. This includes regular reporting and escalations to the directors and Deputy Commissioners and supporting remediation activities.
6. **Finance Model** – Support the administration in developing and implementing an improved shared IT and back-office Shared Services funding, billing, and cost allocation model, including

- identifying changes to recommend for change in finance systems and procedures. Assist in developing a performance-based budget for shared IT and back-office Shared Services.
7. **Change Management and Communications** – Manage the ‘change plan’, including the survey of stakeholders to solicit satisfaction with consolidation and improvements progress and outcomes. Assist stakeholders in managing the change impact. Develop communication materials and manage stakeholder communications as required throughout the implementation and stabilization period. Effectively communicate change within the Department of Administration, to other Departments, and to the Legislature as needed.
 8. **Consolidation of Services** – Consolidate IT across State Departments into the Department of Administration. Implement the training, plan, and framework for executing consolidated procurement.
 9. **Benefits Realization** – Track key metrics of consolidation benefits identified in the business case and report progress to the administration and departments.
 10. **Shared Service Continuous Improvement Plan** – Develop a strategy and plan to optimize the shared service effectiveness and performance. This includes long term technology footprint, rationalization of the application portfolio, infrastructure consolidation, and other modernization efforts including continuous back-office shared service improvement initiatives, as necessary.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

The offeror must complete and submit this Submittal Form. The proposed hourly rate must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, and profit. The hourly rate identified on the cost proposal (multiplied by the actual number of hours worked) are the total costs be paid by the state.

Travel estimate given on Submittal Form G is for scoring purposes only. Travel cost reimbursement will be negotiated with the vendor before award.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the contracting officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the contracting officer, who will then compile the evaluator's scores and calculate awarded points as set out in Section 5.03.
- 7) The contracting officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Offerors Information & Certifications	(Submittal Form A)	n/a
Prior Experience & Qualifications	(Submittal Form B)	150
Management Plan Used for Project	(Submittal Form C)	100
Phase 1 – Assessment of Current State	(Submittal Form D)	125
Phase 2 – Plan Development	(Submittal Form E)	125
Phase 3 – Build and Implementation	(Submittal Form F)	200
	Total	700

Cost Criteria	Weight	
Cost Proposal	200	
	Total	200

Preference Criteria	Weight	
Alaska Offeror Preference (if applicable)	100	
	Total	100

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.08 and assign a single score for each section. Offeror's responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Total Score	PEC Member 2 Total Score	PEC Member 3 Total Score	PEC Member 4 Total Score	Combined Total Score	Award Points
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

In this example, **Offeror 3** received the highest combined total score and thus was awarded the maximum amount of points for that section.

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

SEC. 5.04 PRIOR EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal (Submittal Form B) will be evaluated against the following questions:

- 1) Has the Offeror explained in detail the information required in Section 4.04 of this RFP?
- 2) Has the Offeror listed any additional information outside of that required information?

SEC. 5.05 MANAGEMENT PLAN USED FOR THE PROJECT

This portion of the offeror's proposal (Submittal Form C) will be evaluated against the following questions:

- 1) How comprehensive is the management plan and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the management plan match and achieve the points set out in Section 4.05?
- 3) Does the management plan talk about other points besides the listed minimums?
- 4) Do the timeline and milestones in the management plan interface with the time schedule in the RFP?

SEC. 5.06 PHASE 1 – ASSESSMENT OF CURRENT STATE

This portion of the offeror's proposal (Submittal Form D) will be evaluated against the following questions:

- 1) How thoroughly has the offeror addressed maturity assessment framework, the voice of the customer, and gaps and observations listed in Section 4.06?
- 2) Did the offeror thoroughly address any additional activities the firm would perform, or require the State to conduct outside of the minimum response requirements listed in that section?
- 3) Did the Offeror include a timeline for this assessment Phase of the consolidation?

SEC. 5.07 PHASE 2 – PLAN DEVELOPMENT

This portion of the offeror's proposal (Submittal Form E) will be evaluated against the following questions:

- 1) How thoroughly did the Offeror address all the minimum response requirements listed in Section 4.07?
- 2) Did the Offeror cover any additional activities the firm would perform, or require the State to conduct outside of those minimum response requirements?
- 3) Did the Offeror include a timeline for this Phase of the consolidation?

SEC. 5.08 PHASE 3 – BUILD AND IMPLEMENTATION

This portion of the offeror's proposal (Submittal Form F) will be evaluated against the following questions:

- 1) Did the Offeror thoroughly address all the minimum response requirements listed in Section 4.08?
- 2) Did the Offeror cover any additional activities that the firm would perform or require the State to conduct outside of the listed minimums?
- 3) Did the Offeror include a timeline for this Phase of the consolidation?

SEC. 5.09 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 200):

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 20% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 200 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, 200 points.

Offeror #2 receives 187.1 points.

$$\$40,000 \text{ lowest cost} \times 200 \text{ maximum points for cost} = 8,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 187.1$$

Offeror #3 receives 168.4 points.

$$\$40,000 \text{ lowest cost} \times 200 \text{ maximum points for cost} = 8,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 168.4$$

SEC. 5.10 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 following website:

<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. 5.11 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.

SEC. 5.12 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.

SEC. 5.13 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska offerors preference = 100 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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offerors Preference	100 points
Offeror #3	800 points	Alaska Offerors Preference	100 points

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SEC. 5.14 OFFEROR NOTIFICATION OF SELECTION

If the state and offeror are able to agree to terms after contract negotiation, the contracting officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors who submitted proposals. The NIA will set out the names of all offerors and identify the proposal selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services (form 02-093/Appendix A, Attachment 3 of this RFP). 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, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this

document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision that the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made

SEC. 6.04 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 6.05 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. 6.06 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. 6.07 RIGHT OF REJECTION

Offerors must comply with all 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 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. 6.08 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. 6.09 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. 6.10 ASSIGNMENT

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

SEC. 6.11 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. 6.12 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. 6.13 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.08 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. 6.14 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 SITE INSPECTION

The state may conduct on-site visits to an offeror's places of business or work sites 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 assistance and access to the offeror's relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

At reasonable times throughout the contract, the state may also inspect those areas of the contractor's places of business or work sites that are related to the performance of the contract. The contractor must agree, at risk of being found in default of the contract, to provide the state reasonable assistance and access to relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.17 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the contracting 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 contracting officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.18 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 contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer.

Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the contracting 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 contracting 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. 6.19 CONTRACT NEGOTIATION

After final evaluation, the contracting 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, 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 and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held at a place to be designated in Juneau, Alaska, or via teleconference. If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.20 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."

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) RFP Submittal Forms (A through G)
- 2) Current OIT Rate Sheet
- 3) Standard Agreement Form - Appendix A
- 4) Appendix B1
- 5) Sample Notice of Intent to Award
- 6) PEC Evaluation Score Sheet