

STATE OF ALASKA REQUEST FOR PROPOSALS



ORGANIZATION CHANGE MANAGEMENT ASSISTANCE

RFP 2020-0700-4466

FEBRUARY 22, 2018

THE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT IS LOOKING FOR ASSISTANCE IN PREPARING THE ORGANIZATION FOR A NEW COMPUTER SYSTEM THAT REPLACES SIX EXISTING SYSTEMS.

ISSUED BY:
DEPARTMENT OF LABOR AND WORKFORCE
DEVELOPMENT
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:
BRAD WALDRON
PROCUREMENT OFFICER
BRAD.WALDRON @ALASKA.GOV
(907) 465-4024

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1.	PROJECT SUMMARY	4
SEC. 1.01	PROJECT OVERVIEW	4
SEC. 1.02	PROJECT DETAILS AND DESIRED OUTCOMES.....	4
SEC. 1.03	PROJECT TERM.....	4
SEC. 1.04	PROJECT BUDGET.....	4
SEC. 1.05	CURRENT CONDITIONS.....	4
SECTION 2.	INSTRUCTIONS TO OFFERORS.....	5
SEC. 2.01	PROCUREMENT OFFICER	5
SEC. 2.02	REQUIRED REVIEW.....	5
SEC. 2.03	QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS.....	5
SEC. 2.04	PROCUREMENT SCHEDULE	5
SEC. 2.05	PRE-PROPOSAL CONFERENCE AND EDUCATIONAL MEETING	6
SEC. 2.06	ADDENDA.....	6
SECTION 3.	SUBMISSION OF THE PROPOSAL	7
SEC. 3.01	DATE, TIME AND LOCATION	7
SEC. 3.02	FORMAT	7
SEC. 3.03	NUMBER OF RESPONSES	7
SEC. 3.04	PROPOSAL PACKAGE CONTENTS AND REQUIREMENTS.....	7
SEC. 3.05	SUBCONTRACTORS	8
SEC. 3.06	OVERVIEW	8
SEC. 3.07	ATTACHMENT TEMPLATES.....	8
SEC. 3.08	PROPOSAL COVER SHEET (ATTACHMENT 1)	8
SEC. 3.09	PROPOSAL FORM (ATTACHMENT 2).....	8
SEC. 3.10	SERVICE PLAN (ATTACHMENT 3)	9
SEC. 3.11	RISK ASSESSMENT PLAN (ATTACHMENT 4)	9
SEC. 3.12	VALUE ASSESSMENT PLAN (ATTACHMENT 5).....	10
SEC. 3.13	REFERENCE LIST (ATTACHMENT 6)	11
SEC. 3.14	COST PROPOSAL (ATTACHMENT 7)	11
SECTION 4.	EVALUATION PROCESS.....	12
SEC. 4.01	OVERVIEW	12
SEC. 4.02	EVALUATION SUMMARY	12
SEC. 4.03	RESPONSIVE AND RESPONSIBLE.....	12
SEC. 4.05	EVALUATION COMMITTEE	13
SEC. 4.06	SHORTLISTING OFFERORS.....	13
SEC. 4.07	INTERVIEWS	13
SEC. 4.08	FINAL PRIORITIZATION OF OFFERORS.....	14
SEC. 4.09	COST REASONABLENESS.....	14
SECTION 5.	CLARIFICATION PERIOD.....	15
SEC. 5.01	OVERVIEW	15
SEC. 5.02	REQUIRED ACTIVITIES/DELIVERABLES	15
SEC. 5.03	CLARIFICATION DOCUMENT.....	15
SEC. 5.04	NEGOTIATION PERIOD	15
SEC. 5.05	ADDITIONAL TERMS AND CONDITIONS.....	16
SEC. 5.06	FAILURE TO ENTER INTO AN AGREEMENT	16
SECTION 6.	INTENT TO AWARD	17
SEC. 6.01	NOTICE OF INTENT TO AWARD	17
SECTION 7.	ADDITIONAL CONDITIONS AND REQUIREMENTS.....	18
SEC. 7.01	CONTRACT HOLDOVER	18
SEC. 7.02	LOCATION OF WORK	18
SEC. 7.03	HUMAN TRAFFICKING.....	18

SEC. 7.04	ASSISTANCE TO OFFERORS WITH A DISABILITY	18
SEC. 7.05	AMENDMENTS	18
SEC. 7.06	ALTERNATE PROPOSALS	19
SEC. 7.07	RIGHT OF REJECTION	19
SEC. 7.08	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	19
SEC. 7.09	DISCLOSURE OF PROPOSAL CONTENTS.....	19
SEC. 7.10	SUBCONTRACTORS	20
SEC. 7.11	JOINT VENTURES	20
SEC. 7.12	OFFEROR’S CERTIFICATION	20
SEC. 7.13	CONFLICT OF INTEREST	21
SEC. 7.14	SOLICITATION ADVERTISING	21
SEC. 7.15	NEWS RELEASES	21
SEC. 7.16	ASSIGNMENT	21
SEC. 7.17	DISPUTES	21
SEC. 7.18	SEVERABILITY.....	21
SEC. 7.19	FEDERAL REQUIREMENTS.....	21
SEC. 7.20	SITE INSPECTION	22
SEC. 7.21	AMENDMENTS TO PROPOSAL	22
SEC. 7.22	SUPPLEMENTAL TERMS AND CONDITIONS	22
SEC. 7.23	CLARIFICATION OF OFFERS	22
SEC. 7.24	DISCUSSION WITH OFFERORS.....	22
SEC. 7.25	VENDOR TAX ID.....	23
SEC. 7.26	F.O.B. POINT	23
SEC. 7.27	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	23
SEC. 7.28	FORMULA USED TO CONVERT COST TO POINTS – AS 36.30.250 & 2 AAC 12.260	24
SEC. 7.29	PROTEST.....	24
SEC. 7.30	CONTRACT TYPE	24
SEC. 7.31	CONTRACT APPROVAL	24
SEC. 7.32	STANDARD CONTRACT PROVISIONS.....	25
SEC. 7.33	PROPOSAL AS PART OF THE CONTRACT	25
SEC. 7.34	INSURANCE REQUIREMENTS	25
SEC. 7.35	CONTRACT FUNDING	25
SEC. 7.36	PROPOSED PAYMENT PROCEDURES.....	25
SEC. 7.37	CONTRACT PAYMENT	25
SEC. 7.38	CONTRACT PERSONNEL.....	26
SEC. 7.39	INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	26
SEC. 7.40	TERMINATION FOR DEFAULT.....	26
SEC. 7.41	CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	26
SEC. 7.42	CONTRACT INVALIDATION	27
SEC. 7.43	NONDISCLOSURE AND CONFIDENTIALITY.....	27
EXHIBIT 1	SCOPE OF WORK	29
SECTION 1:	SCOPE OF WORK.....	29
EXHIBIT 2	CURRENT CONDITIONS	30
SECTION 2:	CURRENT CONDITIONS	30
ATTACHMENT 1 –	PROPOSAL COVER SHEET	32
ATTACHMENT 2 –	PROPOSAL FORM.....	33
ATTACHMENT 3 –	SERVICE PLAN.....	34
ATTACHMENT 3 –	SERVICE PLAN.....	35
ATTACHMENT 3 –	SERVICE PLAN.....	36
ATTACHMENT 3 –	SERVICE PLAN.....	37
ATTACHMENT 3 –	SERVICE PLAN.....	38
ATTACHMENT 3 –	SERVICE PLAN.....	39

ATTACHMENT 4 – RISK ASSESSMENT PLAN TEMPLATE	41
ATTACHMENT 5 – VALUE ASSESSMENT PLAN TEMPLATE	45
ATTACHMENT 6 – REFERENCE LIST	47
ATTACHMENT 7 – COST PROPOSAL	48
SECTION 8. GENERAL PROVISIONS	50

SECTION 1. PROJECT SUMMARY

SEC. 1.01 PROJECT OVERVIEW

The State of Alaska (the State), Department of Labor and Workforce Development (DOLWD), Division of Administrative Services, is soliciting proposals for professional services to assist in preparing and shaping the organization to best implement a new data management and reporting system.

SEC. 1.02 PROJECT DETAILS AND DESIRED OUTCOMES

The primary goals of this set of tasks is to:

- Assess the business units readiness for change.
- Put together a plan to prepare us for the change.
- Manage the change as it takes place.

SEC. 1.03 PROJECT TERM

It is anticipated that the contract that results from this Request for Proposals (RFP) will have a base contract period of one year starting on the projected contract signing date.

SEC. 1.04 PROJECT BUDGET

The State has established an estimated budget of no more than \$250,000 for the entire life of the contract that will result from this RFP. This will be broken down into payment milestones during contract clarification.

This amount is provided for information purposes only and does not represent a minimum or maximum bid amount to be submitted by the prospective vendors.

SEC. 1.05 CURRENT CONDITIONS

The best effort has been made to obtain accurate, complete and detailed information regarding the current systems being utilized by DOLWD. Offerors should not assume that this information is 100% complete or accurate and are encouraged to verify all information and to submit any items for clarification to the Procurement Officer of record.

SECTION 2. INSTRUCTIONS TO OFFERORS

SEC. 2.01 PROCUREMENT OFFICER

The State has designated a representative (listed below) who is responsible for the conduct of this procurement. All inquiries, concerns, questions, or clarifications regarding this procurement must be submitted to the individual via fax or email (no phone calls). Offerors shall not contact any other State employees.

Brad Waldron
Department Procurement Officer
Department of Labor and Workforce Development

Email: brad.waldron@alaska.gov

Address: P.O. Box 111149
Juneau, AK 99811-1149

1111 W. 8th Street, #306
Juneau, AK 99801

Fax Number: (907) 465-2107

SEC. 2.02 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 10 days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offerors 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 10 days before the time set for opening of proposals.

SEC. 2.03 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

All questions must be in writing and direction to the issuing office, addressed to the Procurement Officer, with email preferred. The interested party must confirm any telephone conversation 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 by direct reply. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will make this decision.

SEC. 2.04 PROCUREMENT SCHEDULE

The State will make every effort to adhere to the schedule below. However, the State reserves the right to modify these activities and dates at any time.

1.	Request for Proposals (RFP) Issued	January 22, 2020
2.	RFP Pre-Proposal Conference (Juneau)	January 29, 2020
3.	Deadline for Written Comments/Questions	January 31, 2020
4.	Proposals Due	February 12, 2020
5.	Evaluations Due	February 14, 2020
6.	Shortlisting	February 14, 2020
7.	Interviews (Juneau)	February 28, 2020

SEC. 2.05 PRE-PROPOSAL CONFERENCE AND EDUCATIONAL MEETING

A pre-proposal conference and educational meeting will be conducted to provide an overview of the project as well as education on the Best Value Request for Proposal process. Potential offerors may attend this meeting telephonically. Call in information will be provided to all interested parties. Attendance at this conference is not mandatory, but is highly recommended.

Date: January 29, 2020
Time: 9:00 am - 12:00 Noon (Alaska Standard Time)
Location: Department of Labor and Workforce Development
Room #303 Conference Room
1111 West 8th Street
Juneau, AK 99801

SEC. 2.06 ADDENDA

The State may make changes to the RFP and/or provide clarification to information stated within the RFP by way of issuance of written addenda. All addenda issued prior to the Proposal Due Date will become part of the RFP and will be deemed to have been considered by the Offeror in its proposal. It is the responsibility of the Potential Offeror to ensure all addenda are received.

SECTION 3. SUBMISSION OF THE PROPOSAL

SEC. 3.01 DATE, TIME AND LOCATION

All proposal packages MUST be received no later than 2:00 pm, Alaska Time, on February 12, 2020. Proposals received after this deadline will NOT be accepted. The proposal package must be delivered to the Procurement Officer (Section 2.1). The State is not responsible for the timeliness of mailed documents, nor will the State accept any proposal delivered to a different location.

SEC. 3.02 FORMAT

All proposals must be printed on standard 8 ½" x 11" paper. Offerors must use the templates provided in the required Attachments. Proposal documents should be stapled together. Do not bind the documents in any other way.

SEC. 3.03 NUMBER OF RESPONSES

Each offeror shall submit 2 original hardcopies of all attachments EXCEPT for Attachment 9 – Cost Proposal. 1 original hardcopy of Attachment 9 – Cost Proposal must be submitted in a separate sealed envelope clearly labeled as to the contents. 1 electronic copy of the entire proposal must be submitted in PDF format. Offeror may submit the required documents by email to the Procurement Officer shown in Section 2.01. If the offeror submits through email, Attachments 1-8 may be combined in one file, with Attachment 9 included as a separate document.

Proposals submitted by facsimile will **not** be accepted.

SEC. 3.04 PROPOSAL PACKAGE CONTENTS AND REQUIREMENTS

Each Offeror shall submit a complete proposal package in response to this RFP. The package shall be marked on the face of all envelopes with the following information:

Request for Proposals #2020-0700-4466
Organization Change Management Assistance

The package must be sealed and contain all of the items listed below. Any proposal that does not adhere to the requirements contained in this RFP will be deemed non-responsive and rejected.

- Attachment 1 Proposal Cover Sheet
- Attachment 2 Proposal Form
- Attachment 3 Service Plan *
- Attachment 4 Risk Assessment Plan *
- Attachment 5 Value Assessment Plan *
- Attachment 6 Reference List
- Attachment 7 Cost Proposal Form
- Attachment 8 State of Alaska Standard Agreement Form (sample contract)
- Attachment 9 State of Alaska Insurance Requirements

(*) indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror.

SEC. 3.05 SUBCONTRACTORS

Subcontractors will be allowed.

SEC. 3.06 OVERVIEW

This contract will be awarded on a best value basis, as outlined in this RFP. The best value process consists of three primary stages: 1) selection, 2) clarification and pre-planning, and 3) post-award performance assessment.

- **Selection (Phase 1):** The first stage of the best value process focuses on the Offeror's ability to differentiate itself based upon the ability to identify, prioritize, and minimize risks, add value to the State and show a high level of past performance on behalf of other clients. Instead of focusing on minimum expectations, the State is allowing Offerors to compete based on value and their ability to maximize the State's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow the State to make a decision on which Offeror is the best value Offeror for the State. It is imperative that each Offeror realize that what is written in the proposals and discussed in the interview will become part of the Offeror's final contract.
- **Clarification and Pre-Planning (Phase 2):** The second stage of the best value process occurs prior to award with the anticipated highest prioritized Offeror. This Offeror will be required to clearly present their plan on how they will complete the project on-time, meet all of the financial commitments, and meet the quality expectations of the State. This period of time is provided to the Offeror to ensure that they have properly addressed and accounted for all aspects of the service in their proposal.
- **Post-Award Performance Metrics:** The third stage of the best value process occurs after award, and requires the awarded Offeror to monitor and track all risks on the project on a weekly basis and to document their performance on a monthly basis.

SEC. 3.07 ATTACHMENT TEMPLATES

This RFP contains Attachments, which must be used by the Offeror to submit their proposal. An electronic copy of each Attachment is posted online in the State of Alaska Online Public Notice (OPN) website. The Offeror must download, complete, and submit each Attachment as part of their proposal. Offerors shall NOT re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, color, etc.) unless permitted to do so by the Procurement Officer. Any proposal that does not adhere to these requirements will be deemed non-responsive and rejected.

SEC. 3.08 PROPOSAL COVER SHEET (ATTACHMENT 1)

The Offeror must complete all information requested in Attachment 1. This document requests information on the following items:

- Contact Information of the Offeror
- Acknowledgement of all addenda
- Identification of Primary Subcontractor(s) and their contact information

This document must also be signed by the person authorized to contractually obligate the Offeror/Organization.

SEC. 3.09 PROPOSAL FORM (ATTACHMENT 2)

The Offeror must complete all information requested in Attachment 2. This document requests information on the following items:

- Identification of the critical personnel

- Principal – Will be the daily single point of contact for the State for this service (the State can contact at any time to resolve any issues and answer any questions) and will be the lead for the execution of this service for the entire duration of the services.
- Completion of all certificate Statements

SEC. 3.10 SERVICE PLAN (ATTACHMENT 3)

The Offeror shall prepare and submit Attachment 3. The purpose of the Service Plan is to demonstrate to the State that the Offeror can visualize what they are going to do before they do it. The Service Plan should be developed around fulfilling the State's requirements within the known project constraints of cost, time, resources, quality and expectations as described in this RFP. The Service Plan consists of the following sections:

- **Service Approach** – a brief chronological roadmap that describes, in major activities and tasks, how the Offeror will meet the State's expectations as set forth in this RFP. This should be a concise synopsis of your process and approach that will be taken to execute this service.
- **Service Assumptions** – a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Offeror has assumed the State will perform, items/tasks required from the State, and items/tasks that have not been included in the proposal (items/tasks that the Offeror feels are outside the Scope of Work).
- **Roles, Responsibilities, & Expectations** – a brief summary of the expectations and responsibilities that the Offeror has of the State and/or State personnel.

In order to minimize any bias, the Service Plan **MUST NOT** contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). A Service Plan template is provided in this document and must be used by all Offerors. Offerors shall NOT re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, font color, add colors, add pictures or diagrams, etc.) unless permitted to do so by the Procurement Officer.

The Service Plan **MUST NOT** exceed 6 single-sided pages in total, with 2 pages for the Service Approach, 2 pages for the Service Assumptions, and 2 pages for the Roles, Responsibilities, & Expectations. Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as non-responsive and eliminated from the evaluation process.

SEC 3.11 RISK ASSESSMENT PLAN (ATTACHMENT 4)

The Offeror shall prepare and submit Attachment 4. The Risk Assessment Plan should address all risks that may impact the successful delivery of this service, considering all expectations as described in this RFP. The Offeror should list and prioritize the major risk items that are unique and applicable to this project. This includes, but is not limited to, areas that may cause the project to not be completed on time, generate cost increases or change orders, or may be a source of dissatisfaction to the State. The Offeror should rely on and use their past experience and knowledge of competing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Offeror must also explain how it will avoid or minimize the risks from occurring. If the Offeror has a unique method to minimize the risk, the Offeror should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the Offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the State and the risk to a successful outcome of the service. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the Offeror, or by entities/individuals that are contracted to by the Offeror. This includes things that are part of the technical scope of what the Offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the Offeror's expertise (i.e. risks that are no longer risks due to the Offeror's expertise in delivering this type of project). All risks and strategies to mitigate these controllable risks must be included in the Offeror's cost proposal.
- **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the Offeror. This may include risks that are controlled by the State, State's agents or organizations, risks that are caused by outside agencies, or completely uncontrollable risks. Although these risks may not be controlled by the Offeror, the Offeror must identify a strategy that can be followed or used to mitigate these risks. All risks and strategies to mitigate these non-controllable risks must not be included in the Offeror's cost proposal.

In order to minimize any bias, the Risk Assessment Plan **MUST NOT** contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, supplier or manufacturer names, or product names). The Risk Assessment Plan must not identify the Offeror's cost proposal for this service.

A Risk Assessment Plan template is provided in this document and must be used by all the Offeror's. Offerors are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan **MUST NOT** exceed 4 pages (front side of page only) (2 pages for the Assessment of Controllable Risks, 2 pages for the Assessment of Non-Controllable Risks). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as nonresponsive and eliminated from the evaluation process. The State also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information. The Risk Assessment Plan will become part of the final contract (if Offeror is selected for award).

SEC 3.12 VALUE ASSESSMENT PLAN (ATTACHMENT 5)

The Offer shall prepare and submit Attachment E. The purpose of the Value Assessment Plan is to provide Offerors with an opportunity to identify any value added options or ideas that may benefit the State or service. If the Offeror can include more scope or service within the constraints of the State, the Offeror should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project costs, equipment, goals, deliverables, methodologies, etc. Value added ideas **MUST NOT** be included in the base cost proposal. The potential impacts to cost/financials should only be listed in the cost proposal form (Attachment I). Prior to award (during the Clarification Phase), the State will determine if the value added items will be accepted or rejected.

In order to minimize any bias, the Value Assessment Plan **MUST NOT** contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, supplier or manufacturer names, or product names). The Value Assessment Plan must not identify the Offeror's cost proposal for this service.

A Value Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Value Assessment Plan should be brief and concise. The Value Assessment Plan **MUST NOT** exceed 2 pages (front side of page only). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may be marked as

nonresponsive and eliminated from the evaluation process. The State also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information.

SEC. 3.13 REFERENCE LIST (ATTACHMENT 6)

The Offeror shall prepare and submit the Reference List (Attachment 6). This list shall include references for not only the firm and any proposed Subcontractor, but also the designated Principal.

SEC. 3.14 COST PROPOSAL (ATTACHMENT 7)

The Offeror shall prepare and submit the Cost Proposal (Attachment 7). The total cost (lump sum) shall be used in the analysis. The total cost (lump sum) shall include the cost for everything that is necessary to meet the requirements of the State as described in the RFP. This cost shall include (but is not limited to): materials, products, labor, subcontractors, suppliers, equipment, training, fees, overhead, profits, travel, all taxes and all direct and indirect costs. Offerors must complete all fields in Section 1 for each Service Bundle that is being proposed on and all fields in Section 2.

The Offeror shall submit hourly rates for personnel who may be used on an as-needed basis for additional work related to this contract. Use of these additional personnel will be at the direction of the Project Manager.

The Offeror shall submit estimated costs (if any) for each value added item from the Offeror's Value Assessment Plan in Attachment I and estimated schedule impacts (if any).

SECTION 4. EVALUATION PROCESS

SEC. 4.01 OVERVIEW

The State will determine the potential best-valued Offeror who, in the sole judgment of the State, best meets the RFP requirements. The State reserves the right to clarify, negotiate, or seek additional information, on any Proposal. At any point during the procurement, the State reserves the right to re-scope the project, issue a new solicitation, or cancel the RFP altogether. The State reserves the right to add/delete/modify any criteria or requirement in this RFP if the State deems it to be in their best interest (at the State's sole discretion).

SEC. 4.02 EVALUATION SUMMARY

Proposals will be prioritized based on the categories described below. Note: Only shortlisted Offerors will be evaluated and receive points for Interviews.

Evaluation Category	Points
Proposal Form	5
Risk Assessment Plan	10
Value Added Plan	15
Interviews (Prosci Certified Lead primary lead)	15
Service Plan	25
Price	30

Total 100

SEC. 4.03 RESPONSIVE AND RESPONSIBLE

The State shall only consider and evaluate proposals from responsive and responsible Offerors.

To be considered responsive, at a minimum, Offerors must complete and submit all of the required information that is requested in this RFP and its Attachments and the Proposal must also be delivered on time and to the correct address as identified in this RFP. Any proposal that is illegible, incomplete, or otherwise irregular in any way will be marked as non-responsive.

To be considered responsible, at a minimum, Offerors must be presently engaged in providing services similar to those required in this RFP, must have appropriate licenses, and must be capable of performing the services required outlined in this RFP. The State, in its sole discretion, may reject any proposal in which the Offeror:

- Has unsatisfactorily performed work for the State (in the State's opinion).
- Has a current contract with the State which is not in good standing.
- Has had a contract terminated by the State for non-performance.
- Is engaged in unresolved disputes or is in litigation with the State.
- Has been, or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity.
- Has had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or tax evasion.

The State reserves the right to contact any Offeror to clarify any information in its proposal, to request additional information from the Offeror, or to conduct additional investigation about the Offeror not

outlined in this RFP. Offerors that do not, or cannot provide the requested information will be considered nonresponsive.

SEC. 4.05 EVALUATION COMMITTEE

An Evaluation Committee will be used to evaluate specific portions of all responsive Proposals (including the Risk Assessment Plan, the Value Added Plan, and the Service Plan). The Evaluation Committee will independently review and score the items comparatively to one another based on a 1, 5, 10 scale. A “10” represents that the item being evaluated is dominantly greater (or has more value) than the average. A “5” represents that the item being evaluated is about average (or there is insufficient information to make a dominant decision). A “1” represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to the Procurement Officer, who will then average the scores together to obtain the final average score for each of the evaluated criteria.

SEC. 4.06 SHORTLISTING OFFERORS

The State expects to follow the process below to shortlist Proposals; however, the State may modify this process if it is in the best interest of the State:

1. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Officer may contact Offerors for clarification of the responses.
2. The Procurement Officer will assign a unique code to each responsive proposal.
3. The Procurement Officer will provide evaluation documents to each Evaluation Committee member along with coded Proposal Forms, Service Plan, Risk Assessment Plans and Value Added Plans. No cost information or team information will be provided to the Committee members.
4. The Committee members will independently evaluate and score the documents and submit their scores back to the Procurement Officer.
5. The Procurement Officer will create a linear matrix model to assist in analyzing and prioritizing the responsive Proposals based on the submitted information. The model will analyze: Cost, Risk Assessment Plan, Value Assessment Plan, Proposal Form, and Service Plan. This model will assign points based on the normalized distance that a score is from the best score.
6. The top three highest ranking proposals will be shortlisted. The Evaluation Committee reserves the right to increase or decrease the number of shortlisted proposals based on the overall competitiveness of the proposals.
7. The Shortlisted Offerors will be required to participate in an interview process.

SEC. 4.07 INTERVIEWS

The State will conduct interviews with the identified Principal from each of the Shortlisted Offerors. These individuals must be the same individuals that are listed in the Offeror’s Proposal (Attachment B). No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview on the date/time specified will be given a “1” score, which may jeopardize the Offeror’s competitiveness.

Interviews are expected to last approximately 30 minutes per individual. No other individuals (from the Offeror’s organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes or handouts. The State will interview individuals separately. Interviewees will be prohibited from making any reference to their proposed cost proposal. The State may request additional information prior to interviews and may request to interview additional personnel.

SEC. 4.08 FINAL PRIORITIZATION OF OFFERORS

After the shortlisted Offerors have been interviewed, they will be evaluated and scored by the Evaluation Committee. The Procurement Officer will then create a final linear matrix model for the shortlisted Offerors based on all of the criteria outlined in Section 5.2. Once these Offerors have been prioritized, the Procurement Officer will perform a cost reasonableness assessment as identified in the next section.

SEC. 4.09 COST REASONABLENESS

The Procurement Officer will perform a cost reasonableness assessment of the highest prioritized Offeror (as described in Section 5.7) in the following manner:

- If the highest ranked Offeror's cost proposal is within 10% of the next highest ranked Offeror's cost proposal, the State will proceed to invite the highest ranked Offeror to the Clarification Period.
- If the highest ranked Offeror's cost proposal is 10% (or more) higher than the next highest ranked Offeror's cost proposal, the State reserves the right to invite the second highest ranked Offeror to the Clarification Period.
- If the State has an explicit budget for this project, the State will first consider only those proposals that are within the stated budget. The State reserves the right to seek additional funding to increase the stated budget if possible.

SECTION 5. CLARIFICATION PERIOD

SEC. 5.01 OVERVIEW

Prior to award, the apparent best-valued Offeror will be required to perform the clarification period functions as outlined in this section (*also referred to as the “Pre-Award” or “Phase 2”*). The intent of this period is to allow the apparent best-valued Offeror an opportunity to clarify any issues or risks, and confirm that their proposal is accurate. The Clarification Period is carried out prior to the signing of the Contract. The State's objective is to have the project completed on time, without any cost/financial deviations, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror preplan the project to ensure there are no surprises.

It is the Offeror's responsibility to ensure that the Offeror understands the State's subjective expectations. It is not the State's responsibility to ensure that the Offeror understands what its expectations are. The Offeror is at risk, and part of the risk is understanding the State's expectations. The Offeror will not be permitted to modify its proposal, proposed financial contribution, or project team (unless through mutual negotiations with the State, in which case the new offer becomes binding).

SEC. 5.02 REQUIRED ACTIVITIES/DELIVERABLES

The Offeror will be required to preplan the project in detail to ensure that there are no surprises. The Offeror will be required to perform the following (including, but not limited to):

1. Align expectations
 - Identify any potential deal breakers
 - Clearly identify what is included and excluded in the proposal
 - Review any unique requirements with the State
 - Review interview Statements
 - Clearly identify State roles and responsibilities
 - Review and approve all contract terms and conditions
2. Identify and mitigate all uncontrollable risks
 - Identify all risks or activities not controlled by the Offeror
 - Identify the impact of the risks
 - Identify what the State can do to mitigate the risks
 - Address how unforeseen risks will be managed

Other matters for clarification as needed.

SEC. 5.03 CLARIFICATION DOCUMENT

The potential best-valued Offeror will be required to submit a Clarification Document, that will contain (at a minimum) the information outlined in the previous section. This document will only be performed by the Offeror that is invited to (and successfully completes) the Clarification Period. Any invitation will not constitute a legally binding offer to enter into a contract on the part of the State to the Offeror.

SEC. 5.04 NEGOTIATION PERIOD

Per 2 AAC 12.315, the State reserves the right to negotiate with the potential best-valued Offeror during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). If any changes are made, the changes may not have the effect of changing the ranking of the highest ranked proposal. Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the State or the Offeror. When the Negotiation Period has been

completed, the Offeror shall submit an Amended Clarification Document which shall include any changes to the proposal based on the negotiations with the State.

If the best-valued 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. Negotiations may be held in Juneau or Anchorage. If travel is necessary, the Offeror will be responsible for their own travel and per diem expenses.

SEC. 5.05 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 5.06 FAILURE TO ENTER INTO AN AGREEMENT

At any time during the Clarification Period, if the State is not satisfied with the progress being made by the invited Offeror, the State may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Offeror. If the Offeror and State fail to agree to terms, or fail to execute a contract, the State may commence a new Clarification Period with an alternative Offeror. There will be no legally binding relationship created with any Offeror prior to the execution of a written agreement.

SECTION 6. INTENT TO AWARD

SEC. 6.01 NOTICE OF INTENT TO AWARD

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NOIA) and send copies to all Offerors. The NOIA will set out the names of all Offerors and identify the proposal selected for award.

No action of the State other than a written notice from an authorized Procurement representative of the State to the Offeror, advising of acceptance of the proposal and the State's intent to enter into an Agreement, shall constitute acceptance of the proposal.

SECTION 7. ADDITIONAL CONDITIONS AND REQUIREMENTS

SEC. 7.01 CONTRACT HOLDOVER

The State and the successful Offeror 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. 7.02 LOCATION OF WORK

Work will be performed within the United States of America.

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.03 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. 7.04 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. 7.05 AMENDMENTS

If an amendment is issued, it will be provided to all who were provided 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. 7.06 ALTERNATE PROPOSALS

Except as otherwise provided in this RFP, 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. 7.07 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an Offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended Offeror shall be rejected.**

SEC. 7.08 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. 7.09 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. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

SEC. 7.10 SUBCONTRACTORS

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.

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. 7.11 JOINT VENTURES

Joint ventures are acceptable as long as one partner is designated as the managing partner. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 7.12 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 120 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.

SEC. 7.13 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.

SEC. 7.14 SOLICITATION ADVERTISING

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

SEC. 7.15 NEWS RELEASES

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

SEC. 7.16 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. 7.17 DISPUTES

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

SEC. 7.18 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. 7.19 FEDERAL REQUIREMENTS

The Offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 7.20 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. 7.21 AMENDMENTS TO PROPOSAL

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. 7.22 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section **8.7 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:

- a) 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
- b) 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. 7.23 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. 7.24 DISCUSSION 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. 7.25 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.

SEC. 7.26 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. 7.27 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, P. O. 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:

- a) copy of an Alaska business license;
- b) certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- c) a canceled check for the Alaska business license fee;
- d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e) a sworn and notarized affidavit 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. 7.28 FORMULA USED TO CONVERT COST TO POINTS – AS 36.30.250 & 2 AAC 12.260

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 through the method set out below.

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

SEC. 7.29 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:

- a) The name, address, and telephone number of the protester;
- b) The signature of the protester or the protester's representative;
- c) Identification of the contracting agency and the solicitation or contract at issue;
- d) 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 fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 7.30 CONTRACT TYPE

This contract will be a firm fixed price contract.

SEC. 7.31 CONTRACT APPROVAL

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. 7.32 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). 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. 7.33 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.34 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. 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.

SEC. 7.35 CONTRACT FUNDING

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

SEC. 7.36 PROPOSED PAYMENT PROCEDURES

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

SEC. 7.37 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. 7.38 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 designated State project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 7.39 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 designated State 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. 7.40 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.

SEC. 7.41 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. 7.42 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. 7.43 NONDISCLOSURE AND CONFIDENTIALITY

The Offeror 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 Information Security Policies 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.

ATTACHMENTS AND EXHIBITS

1- EXHIBITS

- a. EXHIBIT 1 – PROJECT DETAILS AND DESIRED OUTCOMES
- b. EXHIBIT 2 – CURRENT CONDITIONS

2- ATTACHMENTS

- a. Attachment 1 – Proposal Cover Sheet
- b. Attachment 2 – Proposal Form
- c. Attachment 3* – Service Plan
- d. Attachment 4* – Risk Assessment Plan
- e. Attachment 5* – Value Assessment Plan
- f. Attachment 6 – Reference List
- g. Attachment 7 – Cost Proposal Form
- h. Attachment 8 – Standard Agreement Form / Appendix A
- i. Attachment 9 – Appendix B1 Indemnity & Insurance

** Indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror.*

EXHIBIT 1

SCOPE OF WORK

SECTION 1: SCOPE OF WORK

Assistance in managing the organizational changes brought about by the merging a number of systems serving different business sections. This will include; assessing our readiness for change, putting together a plan to prepare for change, managing the change as it takes place, leave artifacts in place to assist in making the changes permanent.

EXHIBIT 2

CURRENT CONDITIONS

Best efforts have been made to obtain detailed information on the current conditions at the State. This information should not be assumed to be 100% complete or accurate.

SECTION 2: CURRENT CONDITIONS

Parties impacted by change:

- Grantees – this includes 35+ organizations with ap. 150 staff. This can be a change group so future onboarding artifacts will be needed.
- Non Labor state staff – this is principally the Department of Health and Human Services with about 200 staff. They operate in a manner similar to AKDOL staff.
- AKDOL staff:

Location of AKDOL Staff	Staff	
Bethel	2	<p>Each of these offices can provide multiple services that are currently managed from multiple systems. A key objective will be a smoother and more client friendly workflow process.</p> <p>Visiting the main Job Center (Anchorage Midtown), one of the mid-sized job centers and two smaller job center to understand the different workflows will be part of RFP.</p>
Dillingham	1	
Fairbanks	17	
Homer	2	
Jun - HQ	15	
Jun – Willow Park	8	
Kenai	10	
Ketchikan	3	
Kodiak	2	
Matsu	10	
Anc - Midtown	30	
Anc - Muldoon	1	
Nome	1	
Sitka	1	
Valdez	1	

Current Systems:

- Job Exchange and Case Management system (Alexsys)
- WIOA training funds case management system (ICM)
- Grants Management system (Egrams)
- Work Opportunity Tax Credit (WOTC) case management system
- Adult Basic Education (ABE) case management system
- Trade Act Adjustment (TAA) case management system
- Data Warehouse for reporting
- Connections to external systems including:
 1. Senior Community Service Employment Program (SCSEP)
 2. Unemployment Insurance (UI)
 3. National Labor Exchange
 4. NeoGov
 5. IRIS (state accounting system)

Data from all of these systems has to be reported back the Federal Government in various forms and each depends to an extent on the data from other internal and external systems.

Much of the data will be rolled up into a Federal report known as the PIRL report. So consistent data entry and processes across the various parties will be required.

The Vendor will be providing some basic training materials and assistance. The winning vendor will be expected to evaluate and potentially incorporate this material in their project.