

# STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS



## Indirect Funding Analysis

IRFP: 2520H036

ISSUED: MARCH 23, 2020

The Department of Transportation & Public Facilities (DOT&PF) is seeking a qualified vendor to provide consultation services and conduct a review of the departments negotiated and approved Indirect Cost Allocation Plan (ICAP) in comparison to the department's indirect funding methodology and provide a comprehensive analysis of the current sources and uses of indirect funding and make recommendations for re-distribution of funding sources

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES  
STATEWIDE CONTRACTING AND PROCUREMENT

PRIMARY CONTACT:

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PROCUREMENT OFFICER  
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(907) 465-8855

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE IRFP

The Department of Transportation & Public Facilities (DOT&PF) is seeking a qualified vendor to provide consultation services and conduct a review of the department's negotiated and approved Indirect Cost Allocation Plan (ICAP) in comparison to the department's indirect funding methodology and provide a comprehensive analysis of the current sources and uses of indirect funding and make recommendations for re-distribution of funding sources

### SEC. 1.02 BUDGET

Department of Transportation, Division of Administrative Services, estimates a budget of \$100,000 for completion of this project. Proposals priced at more than **\$100,000 DOLLARS** 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 pm prevailing Alaska Time on April 3, 2020. Emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable. See Section 1.07 for submission instructions.

### SEC. 1.04 PRIOR EXPERIENCE

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

#### Firm

1. **OFFERORS RESPONSE:** The Offeror **must provide written evidence** that verifies the firm has at least three years of experience within the past five years (2015 to 2019) in the performance of financial strategy review to include the development, analysis, and reviews of chargeback methodologies for indirect cost allocation plans.
2. **OFFERORS RESPONSE:** The Offeror **must provide written evidence** the firm is licensed as a Public Accounting Firm within the United States. A copy of the license from the issuing state must be submitted with the proposal.
3. **OFFERORS RESPONSE:** The proposal **must include a self-certification** statement indicating the firm has not had any regulatory restrictions placed on it within the past five (5) years (2015 to 2019).

#### Personnel

1. **OFFERORS RESPONSE:** The Offeror **must have on staff**, and propose, a Certified Public Accountant (CPA) with at least two years of experience in the performance of governmental financial strategy review to include the development, analysis and reviews of chargeback methodologies for indirect cost allocation plans.
2. **OFFERORS RESPONSE:** The Offeror **must provide written evidence** that verifies the staff offered to perform the required services are licensed Certified Public Accountants within the United States. Copies of each individual's CPA license from the issuing state must be submitted with the proposal.

3. **OFFERORS RESPONSE:** The proposal **must include a self-certification** statement indicating the offered staff that will be responsible for the performance of the required services under this contract have not had any audit findings relating to their work in the last three (3) years.
4. **OFFERORS RESPONSE:** Offerors must submit a staffing table with the names, titles, and specific license held for each individual that will be performing services under the intended contract.

#### References

1. **OFFERORS RESPONSE:** Offerors **must provide** at least two, but no more than four, reference names and phone numbers for similar projects the firm has completed within the past three years from the date of issuance of this IRFP( March 2017 to March 2020)

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

### SEC. 1.05 REQUIRED REVIEW

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

### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

**PROCUREMENT OFFICER:** Tom Mayer  
**EMAIL:** tom.mayer@alaska.gov  
**PHONE:** 907-465-8855  
**FAX:** 907-465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

|               |  |
|---------------|--|
| Voice or TTY: | dial 711 (if voice, wait on line for representative to answer) |
| TTY:          | 1-800-770-8973 (text only)                                     |
| Voice:        | 1-800-770-8255   |
| VCO Direct:   | 1-800-770-6108 (Voice Carry Over)                              |
| ASCI:         | 1-800-770-3919   |
| STS:          | 1-866-355-6198 (Speech to Speech)                              |
| Spanish:      | 1-866-355-6199   |

IP Relay: [www.sprintrelayonline.com](http://www.sprintrelayonline.com) (Internet Relay)  
Website: [www.AlaskaRelay.com](http://www.AlaskaRelay.com)

## SEC. 1.07 RETURN INSTRUCTIONS

**OFFERORS RESPONSE: Technical Proposal:** Offerors must submit one original, one copy, and one electronic copy of their technical proposal on a thumb drive to the procurement officer in a sealed package.

**Attachment E, Cost Proposal:** Offerors must submit one original, one copy, and one electronic copy of Attachment E, Cost Proposal on a thumb drive to the procurement officer. The original and hard copy of Attachment E must be in a separate sealed package from the Technical Proposal and must be clearly identified.

**No portion of the cost proposal shall be included in within the body of the proposal.**

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

Department of Transportation  
Division of Statewide Procurement  
Attention: Tom Mayer  
Informal Request for Proposal (IRFP) Number: 2520H036  
IRFP Title: Indirect Funding Analysis

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

P.O. Box 112500  
Juneau, Alaska 99811-1500

If using a delivery service, please use the following physical address:

3132 Channel Drive, Room 350  
Juneau, Alaska 99801

**Important Note:** Overnight express mail delivery to Juneau, Alaska may be not be available.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

**ELECTRONIC SUBMISSIONS:** If submitting a bid via email, the bid may be emailed to: [tom.mayer@alaska.gov](mailto:tom.mayer@alaska.gov)

**The submission must contain the ITB number in the subject line of the email.**

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 bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

It is the bidder's responsibility to contact the issuing agency at 907-465-8855 to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

**(a) AUTHORIZED SIGNATURE**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the IRFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

**(b) OFFEROR'S CERTIFICATION**

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this IRFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

**(c) VENDOR TAX ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Transportation & Public Facilities reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

**(e) FEDERAL REQUIREMENTS**

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

## SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

## SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

## SEC. 1.11 AMENDMENTS TO THE IRFP

If an amendment is issued, it will be provided to all who were mailed a copy of the IRFP and to those who have registered with the procurement officer after receiving the IRFP from the State of Alaska Online Public Notice web site.

## SEC. 1.12 IRFP SCHEDULE

The IRFP 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 IRFP  | March 23, 2020 |
| • Deadline for Receipt of Proposals                   | April 3, 2020  |
| • Proposal Evaluation Committee completes evaluation: | April 6, 2020  |
| • State of Alaska issues Notice of Award              | April 7, 2020  |
| • State of Alaska issues contract:                    | April 8, 2020  |
| • Contract start:                                     | April 8, 2020  |

This IRFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation & Public Facilities, or the Commissioner's designee. Upon written notice to the Contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

## SEC. 1.13 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 IRFP will not be made without prior approval of the Project Manager.



## SECTION TWO BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

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

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

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

The department is responsible for the planning, research, design, construction, operation, maintenance, and protection of the states' transportation systems and many public facilities. This includes:

- Approximately 239 state-owned airports (2 International Airports);
- 5,629 centerline miles of state roads;
- 758 public facilities occupied by 17 state & local agencies ranging from maintenance shops to state office complexes;
- 836 DOT&PF owned bridges;
- 2 DOT&PF owned tunnels to include the 2.5 mile Anton Anderson Memorial Tunnel – the longest highway tunnel in North America; and,
- 21 ports and harbors.

In addition, the department also owns and operates the Alaska Marine Highway System (AMHS) which includes 35 Ferry Terminals and 10 ships.

The department also manages and operates the State Equipment Fleet, which provides full maintenance, support, and replacement activities for approximately 7,144 pieces of state equipment & vehicles distributed through all executive branch departments, Legislative Affairs, and the Court System as well as 9 Weigh Stations.

The approximate value of this transportation asset infrastructure is \$8.1 billion dollars.

## SECTION THREE SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

DOT&PF seeks the services of a qualified Certified Public Accountant to review the existing fund distribution processes for statewide support services, identify best practices, and recommend an equitable, transparent and defensible methodology for future fund distribution for support services. Recommendations must be in conformance with applicable state and federal government accounting principles and financial requirements.

The Contractor will review current fund distribution processes for statewide support services that are utilized by the Department and compare those processes to the ICAP rate methodology. During the review, the Contractor will analyze existing documentation, interview statewide support services personnel as needed for the purposes of gathering data, and develop a report on the existing use of statewide support services and the proportional relationships of costs related to services.

In addition, the Contractor will incorporate industry best practices into the recommended fund distribution methodology for all sources of funding. This recommended methodology will be equitable, transparent and will conform to appropriate state and federal requirements. A well-documented and defensible report will be provided by the Contractor and must include all pertinent documentation and supporting materials.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The state anticipates the services to be provided between April 8, 2020 and June 30, 2020. The following is the approximate proposed timeline. As seen in Section 1.12, the schedule may shift if delays occur.

|   |                |
|---|----------------|
| Contract award:                               | April 8, 2020  |
| Contractor submits first draft report:        | May 15, 2020,  |
| First draft review by state complete by:      | May 30, 2020   |
| State comments on draft due to Contractor by: | June 1, 2020   |
| Contractor submits final report by:           | June 30, 2020. |

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

### SEC. 3.03 DELIVERABLES

The Contractor will be required to provide the following deliverables:

#### **Task 1: Kick-Off Meeting**

The Contractor shall establish and participate, in person, in one kick-off meeting following award of the contract. This meeting will allow the DOT&PF the opportunity to introduce the Contractor to the current fund distribution processes, the ICAP methodology, the individual fund managers, and the statewide support services finance and budget section chiefs.

The kick off meeting will also address the project plan and schedule. The meeting shall be one day in length and will occur at the DOT&PF Headquarters building located at 3132 Channel Drive in Juneau, Alaska. In the event travel is not possible due to COVID-19, this meeting will be held via videoconference.

Estimated travel expenses for two members of the Contractor's project team to attend the Kick-Off meeting must be included in the space provided on **Attachment E, Cost Proposal** for evaluation only.

**Task 1 Deliverable:**

1. **Establish and participate in the kick-off meeting:** Travel to Juneau to participate in the kick-off meeting.
2. **Data gathering and clarification discussion during the kick-off meeting:** During the kick-off meeting, the Contractor shall interact with fund managers and statewide support services section chiefs to address the project plan and schedule. Points of contact for scheduling staff interviews will be established. Logistical and other clarifying process questions should also be also be addressed during the kick-off meeting.

**Task 2: Review of Current Fund Distribution Process and ICAP methodology for Statewide Support Services**

The DOT&PF Project Manager will work with the Contractor during their review of current fund distribution process and ICAP methodology as utilized by the Department for statewide support services.

**Task 2 Deliverable:**

1. **Conduct review:** The Contractor will analyze existing documentation regarding fund distribution and ICAP methodology for all statewide support services. In addition, key statewide support services personnel shall be interviewed for clarification of current business processes. The Contractor shall also work with the individual fund managers to ensure the Contractor has a comprehensive understanding of the existing processes. Interviews will be scheduled by the DOT&PF Project Manager in cooperation with the Contractor and may be conducted on-site, telephonically, or virtually.
2. **Review results:** The Contractor will document and describe the existing use of statewide support services and submit the findings electronically to the DOT&PF Project Manager. A summary of the findings must also be included in the Task 3 report.

**Task 3: Research and Interview**

The Contractor will research the industry for best practices on methodologies for determining fund sources compared to cost allocations related to obtaining statewide support services. Key statewide support services staff shall be interviewed to gather data about the type and volume of services currently provided within DOT&PF as well as the costs related to providing the services. Interviews will be scheduled by the DOT&PF Project Manager and can be conducted on-site, telephonically, or virtually. These interviews may be conducted simultaneously with Task 2 interviews.

**Task 3 Deliverable:**

1. **Electronic Report:** The Contractor shall submit an electronic report on the findings discovered during the research and interview process to include documentation of the current services provided by support staff including an analysis of sources and use of funds. This report shall be submitted electronically to the DOT&PF Project Manager via email.

**Task 4: Recommendation, Supporting Materials, and Closeout Meeting**

The Contractor will provide the DOT&PF Project Manager with a written report that provides the recommended methodology for future fund distribution for statewide support services. The methodology will be in conformance with applicable state and federal requirements and practice sound government accounting principles. In addition, the recommendation will provide supporting materials that explain and justify the

recommended methodology. In addition, the pros and cons of each recommendation must be included within the report.

The Contractor will provide the report to the DOT&PF Project Manager in advance of the final project closeout meeting. The Contractor shall participate in the closeout meeting in person and shall present the Task 3 report and Task 4 Reports to include the recommended methodology. The Contractor shall be prepared to answer questions related to the project, all submitted reports, and any recommendations that may be recommended.

The closeout meeting shall be no more than three (3) hours and conducted at the DOT&PF Headquarters building located at 3132 Channel Drive in Juneau, Alaska. In the event travel is not possible due to COVID-19, this meeting will be held via videoconference.

Estimated travel expenses for two members of the Contractor's project team to attend the Closeout meeting must be included in the space provided on **Attachment E, Cost Proposal** for evaluation purposes only.

**Task 4 Deliverables:**

1. **Recommended Methodology Report:** The Contractor shall submit the written Recommended Methodology Report to the DOT&PF Project Manager at least five business days before the closeout meeting.
2. **Close-Out Meeting:** The Contractor shall participate, in person, in the closeout meeting.
3. **Recommendation Revisions:** The Contractor shall be prepared to revise the proposed recommendations (if needed) based on the questions and discussions held at the Close-Out meeting.
4. **Final Recommendation:** The Contractor shall submit the final Recommended Methodology Report in an electronic format to the DOT&PF Project Manager within five business days after the closeout meeting.

### SEC. 3.04 CONTRACT TYPE

This contract is a **firm fixed price** contract.

### SEC. 3.05 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 Manager.

### SEC. 3.06 CONTRACT PAYMENT AND TRAVEL REIMBURSEMENT

#### CONTRACT PAYMENT

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

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

#### TRAVEL REIMBURSEMENT

Travel costs included on **Attachment E, Cost Proposal**, shall be used for evaluation purposes only.

The state will reimburse the contractor's actual travel expenses per the following criteria:

- Airfare is limited to coach fare

- Lodging
- Reimbursement for meals will not exceed \$60.00 per day.
- Rental vehicles are limited to mid-size, make and model as opposed to premium options.
- All travel costs must be shown as separate line items on the invoice.
- Receipts must be provided with invoice for all travel expenses.

Any travel must comply to the greatest possible extent with State of Alaska Travel policies contained in AAM 60 (PDF) located at the following website:

<http://doa.alaska.gov/dof/travel/index.html>

### SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is the Contractor's place of business.

The state **WILL NOT** provide workspace for the Contractor. The Contractor must provide its own workspace.

The Contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for two (2) person(s) to make one (1) trip(s) to Juneau, Alaska. Travel to other locations will not be required.

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

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

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

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

### SEC. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

### SEC. 3.11 F.O.B. POINT

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

### SEC. 3.12 CONTRACT PERSONNEL

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

### **SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Manager will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the Project Manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

### **SEC. 3.15 CONTRACT CHANGES – ANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work.

Any additional work will be within the general scope of the initial contract. When additional work is required, the State Project Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

### **SEC. 3.16 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. 3.17 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 **Attachment C, Insurance Requirements, APPENDIX B2**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management.

Objections to any of the requirements in APPENDIX B2 must be set out in the offeror's proposal.

### SEC. 3.18 TERMINATION FOR DEFAULT

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

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

## SECTION FOUR PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this IRFP and provide all information requested.

### SEC. 4.02 INTRODUCTION

**OFFERORS RESPONSE:** Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### SEC. 4.03 UNDERSTANDING OF THE PROJECT (10%)

**OFFERORS RESPONSE:** Offerors must provide narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT (10%)

**OFFERORS RESPONSE:** Offerors must provide narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

### SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT (15%)

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

### SEC. 4.06 EXPERIENCE AND QUALIFICATIONS (15%)

**OFFERORS RESPONSE:** Offerors must provide the information required in Section 1.04 in regards to the experience possessed by the firm and the relevant experience of the offered staff. Offerors must also include an organizational chart specific to the personnel assigned to accomplish the work called for in this IRFP.

The organizational chart should illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the IRFP.

### SEC. 4.07 COST PROPOSAL (40 %)

**OFFERORS RESPONSE:** Offerors must complete and submit **Attachment E, Cost Proposal**. Failure to submit **Attachment E, Cost Proposal** shall result in the proposal being deemed non-responsive and the proposal will be rejected.

The costs offered on **Attachment E, Cost Proposal**, must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit.



The estimated travel costs entered on Attachment E, Cost proposal must include airfare, lodging, transportation, and meals and shall be used for evaluation purposes only. The Contractor shall be reimbursed for travel costs in accordance with Section 3.06.

#### **SEC. 4.08 EVALUATION CRITERIA**

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

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

## SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 3) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%)

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
- 2) How well does the methodology match and achieve the objectives set out in the IRFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

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

- 1) How well does the management plan support the project requirements and logically lead to the deliverables required in the IRFP?
- 2) How well is the accountability and lines of authority completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) Does it appear that the offeror can meet the schedule set out in the IRFP?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?
- 6) To what extent has the offeror identified potential problems?

### SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

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

**1) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) Has the firm provided contact information for at least two, but no more than four past clients?
- c) To what extent does the firm meet or exceed the minimum level of experience required and is the experience pertinent to this project.

**2) Questions regarding the personnel:**

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

#### **SEC. 5.05 CONTRACT COST (40%)**

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

##### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

#### **SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## SECTION SIX GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Manager. If performed, the scope of the debriefing will be limited to the work performed by the Contractor.

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the IRFP and proposal. Discussions will be limited to specific sections of the IRFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

After receipt of proposals, if there is a need for any substantial clarification or material change in the IRFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation (if held) the procurement officer will issue a written Notice of Award (NOA) (A) and send copies to all offerors. The NOA will set out the names of all offerors and identify the proposal selected for award.

## SEC. 6.10 AGGRIEVED RESPONDENTS

A respondent may protest the award of a contract let in accordance with this IRFP.

Appeals and protests shall be treated in accordance with AS 36.30, Article 8.

The protest shall be filed with the Procurement Officer, and the Commissioner of DOT&PF, in writing, and shall include the following information:

1. Name, address, and telephone number of protester;
2. Signature of protester or the protester's representative;
3. Identification of contracting agency and the solicitation or IRFP at issue;
4. Detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Form of relief requested.

A protest based on alleged improprieties in the award of a contract or a proposed award of a contract must be filed within ten (10) calendar days of award notification.

## SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

## SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### Alaska Bidder Preference Statement

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

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

## SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

### Alaska Veteran Preference Statement

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

## SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

## SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

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

### FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### ALASKA OFFEROR PREFERENCE

#### STEP 1

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

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



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**STEP 2**

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

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

**STEP 3**

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

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

**STEP 4**

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

## SECTION SEVEN GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8, Attachments** for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 7.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

**OFFERORS RESPONSE:** Offerors must provide a statement that confirms the proposal is not qualified nor restricts 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 IRFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

## **SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS**

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

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

## **SEC. 7.08 ASSIGNMENT**

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

## **SEC. 7.09 DISPUTES**

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

## **SEC. 7.10 SEVERABILITY**

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

## **SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with SEC. 1.12 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

1. if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the IRFP, the term or condition of the IRFP will prevail; and
2. if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

#### **SEC. 7.12 CONTRACT INVALIDATION**

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

#### **SEC. 7.13 SOLICITATION ADVERTISING**

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

## **SECTION EIGHT ATTACHMENTS**

### **ATTACHMENTS**

#### **Attachments:**

- 1) **Attachment A**-Proposal Evaluation Form
- 2) **Attachment B**-Standard Agreement Form – Appendix A
- 3) **Attachment C**-Insurance Requirements
- 4) **Attachment D**-Notice of Award
- 5) **Attachment E**-Cost Proposal Form