

# STATE OF ALASKA REQUEST FOR PROPOSALS



## Rates, Transition and Implementation Assistance

RFP 2522H022

Issued: October 13, 2021

This RFP is intended to result in a single contract award with a qualified entity capable of providing assistance with leasing and facilities consolidation, indirect cost rate proposal procedures, training, assistance with software implementation and software testing, small cost allocation plans consolidation and outreach and State Equipment Fleet (SEF) Assistance.

ISSUED BY:

Department of Transportation & Public Facilities  
Administrative Services Division (ASD)

PRIMARY CONTACT:

Chris Hunt  
Procurement Officer  
chris.hunt@alaska.gov  
(907) 465-8448

**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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS</b>                                 | <b>4</b>  |
| SEC. 1.01 PURPOSE OF THE RFP  | 4         |
| SEC. 1.02 BUDGET  | 4         |
| SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS                                       | 4         |
| SEC. 1.04 PRIOR EXPERIENCE  | 4         |
| SEC. 1.05 REQUIRED REVIEW   | 5         |
| SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS                    | 5         |
| SEC. 1.07 RETURN INSTRUCTIONS   | 6         |
| SEC. 1.08 PROPOSAL CONTENTS   | 6         |
| SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY                                | 7         |
| SEC. 1.10 AMENDMENTS TO PROPOSALS   | 7         |
| SEC. 1.11 AMENDMENTS TO THE RFP   | 8         |
| SEC. 1.12 RFP SCHEDULE  | 8         |
| SEC. 1.13 PRE-PROPOSAL CONFERENCE   | 8         |
| SEC. 1.14 ALTERNATE PROPOSALS   | 8         |
| SEC. 1.15 NEWS RELEASES   | 8         |
| <b>SECTION 2. BACKGROUND INFORMATION</b>  | <b>9</b>  |
| SEC. 2.01 BACKGROUND INFORMATION  | 9         |
| <b>SECTION 3. SCOPE OF WORK &amp; CONTRACT INFORMATION</b>                        | <b>10</b> |
| SEC. 3.01 SCOPE OF WORK AND DELIVERABLES  | 10        |
| SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE   | 12        |
| SEC. 3.03 CONTRACT TYPE   | 12        |
| SEC. 3.04 PROPOSED PAYMENT PROCEDURES   | 12        |
| SEC. 3.05 CONTRACT PAYMENT  | 12        |
| SEC. 3.06 LOCATION OF WORK  | 12        |
| SEC. 3.07 THIRD-PARTY SERVICE PROVIDERS   | 13        |
| SEC. 3.08 SUBCONTRACTORS  | 13        |
| SEC. 3.09 JOINT VENTURES  | 13        |
| SEC. 3.10 CONTRACT PERSONNEL  | 13        |
| SEC. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES | 13        |
| SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS                             | 13        |
| SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY                                       | 14        |
| SEC. 3.14 INDEMNIFICATION   | 14        |
| SEC. 3.15 INSURANCE REQUIREMENTS  | 15        |
| SEC. 3.16 TERMINATION FOR DEFAULT   | 15        |
| <b>SECTION 4. PROPOSAL FORMAT AND CONTENT</b>                                     | <b>16</b> |
| SEC. 4.01 PROPOSAL FORMAT AND CONTENT   | 16        |
| SEC. 4.02 INTRODUCTION  | 18        |
| SEC. 4.03 UNDERSTANDING OF THE PROJECT  | 18        |
| SEC. 4.04 METHODOLOGY USED FOR THE PROJECT  | 18        |
| SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT   | 18        |
| SEC. 4.06 EXPERIENCE AND QUALIFICATIONS   | 18        |
| SEC. 4.07 COST PROPOSAL   | 18        |
| SEC. 4.08 EVALUATION CRITERIA   | 19        |
| <b>SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION</b>                    | <b>20</b> |

|                   |  |           |
|-------------------|--|-----------|
| SEC. 5.01         | UNDERSTANDING OF THE PROJECT (15%) .....                         | 20        |
| SEC. 5.02         | METHODOLOGY USED FOR THE PROJECT (15%) .....                     | 20        |
| SEC. 5.03         | MANAGEMENT PLAN FOR THE PROJECT (10%).....                       | 20        |
| SEC. 5.04         | EXPERIENCE AND QUALIFICATIONS (10%) .....                        | 21        |
| SEC. 5.05         | CONTRACT COST (40).....  | 21        |
| SEC. 5.06         | ALASKA OFFEROR PREFERENCE (10%) .....                            | 21        |
| <b>SECTION 6.</b> | <b>GENERAL PROCESS INFORMATION .....</b>                         | <b>22</b> |
| SEC. 6.01         | INFORMAL DEBRIEFING .....  | 22        |
| SEC. 6.02         | ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....         | 22        |
| SEC. 6.03         | SITE INSPECTION .....  | 22        |
| SEC. 6.04         | CLARIFICATION OF OFFERS .....                                    | 23        |
| SEC. 6.05         | DISCUSSIONS WITH OFFERORS.....                                   | 23        |
| SEC. 6.06         | EVALUATION OF PROPOSALS .....                                    | 23        |
| SEC. 6.07         | CONTRACT NEGOTIATION .....                                       | 23        |
| SEC. 6.08         | FAILURE TO NEGOTIATE.....  | 24        |
| SEC. 6.09         | OFFEROR NOTIFICATION OF SELECTION .....                          | 24        |
| SEC. 6.10         | PROTEST .....  | 24        |
| SEC. 6.11         | APPLICATION OF PREFERENCES .....                                 | 25        |
| SEC. 6.12         | ALASKA BIDDER PREFERENCE.....                                    | 26        |
| SEC. 6.13         | ALASKA VETERAN PREFERENCE .....                                  | 26        |
| SEC. 6.14         | ALASKA OFFEROR PREFERENCE .....                                  | 27        |
| SEC. 6.15         | FORMULA USED TO CONVERT COST TO POINTS .....                     | 27        |
| SEC. 6.16         | EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES ..... | 27        |
| <b>SECTION 7.</b> | <b>GENERAL LEGAL INFORMATION .....</b>                           | <b>29</b> |
| SEC. 7.01         | STANDARD CONTRACT PROVISIONS .....                               | 29        |
| SEC. 7.02         | QUALIFIED OFFERORS .....   | 29        |
| SEC. 7.03         | PROPOSAL AS PART OF THE CONTRACT.....                            | 29        |
| SEC. 7.04         | ADDITIONAL TERMS AND CONDITIONS .....                            | 29        |
| SEC. 7.05         | HUMAN TRAFFICKING .....  | 29        |
| SEC. 7.06         | RIGHT OF REJECTION .....   | 30        |
| SEC. 7.07         | STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....                 | 30        |
| SEC. 7.08         | DISCLOSURE OF PROPOSAL CONTENTS .....                            | 30        |
| SEC. 7.09         | ASSIGNMENTS .....  | 31        |
| SEC. 7.10         | DISPUTES .....   | 31        |
| SEC. 7.11         | SEVERABILITY .....   | 31        |
| SEC. 7.12         | SUPPLEMENTAL TERMS AND CONDITIONS.....                           | 31        |
| SEC. 7.13         | SOLICITATION ADVERTISING .....                                   | 31        |
| SEC. 7.14         | FEDERALLY IMPOSED TARIFFS .....                                  | 31        |
| <b>SECTION 8.</b> | <b>ATTACHMENTS.....</b>  | <b>33</b> |
| SEC. 8.01         | ATTACHMENTS.....   | 33        |

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT&PF), Administrative Services Division (ASD) is soliciting proposals from vendors capable of providing contractual assistance in the following areas:

- 1) Leasing and Facilities Consolidation;
- 2) Indirect Cost Rate Proposal Procedures, Training, Assistance with Software Implementation and Software Testing;
- 3) Small Cost Allocation Plans Consolidation and Outreach; and
- 4) State Equipment Fleet Assistance

This solicitation will result in the issuance of one (1) contract for the needed services.

### SEC. 1.02 BUDGET

DOT&PF, ASD, estimates a budget of between \$500,000.00 and \$750,000.00 dollars for completion of this project. Proposals priced at more than \$750,000.00 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on October 29, 2021. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

- 1) In order for offers to be considered responsive offerors must meet these minimum prior experience requirements. **Experience in current accounting system, IRIS:**
  - a. At least two years of expert level experience in the design and implementation of cost accounting structures and documents processing in the IRIS system, including demonstrated experience in each of the following:
    - i. Expert-level knowledge of and experience in Program Phase and Program Period cost accounting structure, relevant funding profile inferences, program budget, and program-appropriation budget.
    - ii. Accurately interpreting effects of and ability to train staff on transactions used in IRIS reimbursable services agreement processes, including IET, ITI/ITA and external billings.
  - b. At least two years of expert level experience in leading fiscal year end closure processes required for State of Alaska capital and operating appropriations during the re-appropriation period using the IRIS system.
  - c. At least one year of experience in the use of, and financial reporting on, the specific IRIS financial accounting structure schema implemented within the State of Alaska, Department of Transportation and Public Facilities, including the department's rules regarding the use it allows of function, task, location, activity, program phase, program period, priority, and other structures, and their related roll-ups.

**2) Experience in ALDER 2.0 (ALDER for IRIS)**

- a. At least three years of expert level experience in assessing the need for, designing, and creating verifiably accurate appropriation, fund, cost accounting, structural, and other reports in ALDER 2.0, including demonstrated thorough understanding of field usage from the correct sub-environment.
- b. At least one year of experience creating ALDER reports from scratch using ALDER 2.0.

**3) Experience with financial projections for internal service funds, capital, and operating appropriations:**

- a. At least two years of experience with developing, implementing, and conducting training on financial projection processes for governmental internal service funds, capital, and operating appropriations that each include multiple restricted revenue funding sources.

**4) Experience in preparing indirect cost rate proposals in accordance with 2 CFR 200 Appendix VII**

- a. At least two years of experience in preparing indirect cost rate proposals for State or Local governmental agencies using the multiple allocation base method.
- b. Experience in developing special indirect cost rates as described in 2 CFR 200 Appendix VII (C)(4).

**5) Experience in preparing central service cost allocation plans for billed central services for internal service funds in accordance with 2 CFR 200 Appendix V:**

- a. At least two years of experience in preparing required submissions for billed central services accounted for within an internal service fund as part of a central service cost allocation plan as described in 2 CFR 200 Appendix V.

These minimum prior experience requirements will be demonstrated by submission of Attachment #4 Demonstration of Required Minimum Prior Experience Form with their proposal.

Offerors must also submit with their proposal, two (2) sample Alder reports developed for similar project work, using ALDER 2.0 and created by the offeror's proposed team.

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

## **SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

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

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

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

PROCUREMENT OFFICER: Chris Hunt                      PHONE: 907-465-8448  
EMAIL: chris.hunt@alaska.gov                      FAX: 907-465-3124

## SEC. 1.07      RETURN INSTRUCTIONS

Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing, and **TWO** CDs containing electronic copies of the entire proposal. **One** CD will contain the transmittal information and the technical proposal. **One** CD will contain the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

Emailed, faxed or oral proposals **will not be accepted.**

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

Department of Transportation & Public Facilities  
Division of Administrative Services  
Attention: Chris Hunt  
Request for Proposal (RFP) Number: 2522S022  
RFP Title: Rates, Transition and Implementation Assistance  
  
PO Box 112500  
3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities  
Attention: Chris Hunt  
3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

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.

**Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

## SEC. 1.08      PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

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

**(b) OFFEROR'S CERTIFICATION**

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

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

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

**(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 RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

**SEC. 1.10 AMENDMENTS TO PROPOSALS**

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

## **SEC. 1.11 AMENDMENTS TO THE RFP**

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

## **SEC. 1.12 RFP SCHEDULE**

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP October 13, 2021,
- Deadline for Receipt of Proposals October 29, 2021 at 2:00 PM Prevailing Alaska Time,
- Proposal Evaluation Committee complete evaluation by November 5, 2021,
- State of Alaska issues Notice of Intent to Award a Contract November 5, 2021,
- State of Alaska issues contract November 16, 2021
- Contract start November 16, 2021.

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

## **SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this solicitation.

## **SEC. 1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation.

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

## **SEC. 1.15 NEWS RELEASES**

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



## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

On July 1, 2021, all leasing management, and remaining facilities maintenance and management services, including management of the Public Building Internal Service Fund, transferred from the Department of Administration to the Department of Transportation and Public Facilities (DOT&PF). This project is will provide an up to date review of rates charged to agencies and collected to fund services provided by DOT&PF in order to verify the charged rate accuracy and understand how new rates will affect multiple DOT&PF funds.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

The contractor will provide assistance with leasing and facilities consolidation, indirect cost rate proposal procedures, training, assistance with software implementation and software testing, small cost allocation plans consolidation and outreach and State Equipment Fleet (SEF) Assistance.

**NOTE:** The state and the contractor agree to establish the order priority of all work to be performed by the contractor during negotiations prior to contract award”.

#### **Task 1. Leasing and Facilities Consolidation**

##### **Task 1 Deliverables**

- a. The contractor will work with staff transferred from the Department of Administration and staff from Department of Transportation and Public Facilities, assist in development of a comprehensive depreciation policy for the department’s facilities. This will involve analysis of the historical policy used by the Department of Administration for buildings within the Public Building Fund.

Within two (2) weeks of the contractor’s request, the State will provide the contractor with a current depreciation policy.

- b. The contractor will provide consultation on future budget and funding options and implications in consideration of work performed by DFS staff, and work performed in other divisions of the department in support of DFS.

Within two (2) weeks of the contractor’s request, the State will provide the contractor with access to the IRIS System and ALDER reports.

##### **As Needed Deliverables**

- c. On an as needed basis, the contractor will assist with development and implementation of policy and procedure required for the onboarding of the Leasing and Facilities to Division of Facilities Services (DFS).

#### **Task 2. Indirect Cost Rate Proposal Procedures, Training, Assistance with Software Implementation, and Software Testing.**

##### **Task 2 Deliverables**

- a. Within three (3) months of the contract start date, the contractor will assist with software implementation and conduct comprehensive scenario-based testing of the department’s current approved methodology in cost allocation software and provide independent assessment of efficacy and suitability to the department’s business needs and processes.

Within two (2) weeks of the contractor’s request and software availability, the State will provide the contractor with access to the software and necessary documentation.

- b. Within six (6) months of the contract start date, the contractor will use the department’s current approved methodology for its Indirect Cost Rate Proposal (ICRP) to develop comprehensive procedures for completion of the ICRP and provide formal and informal training to staff. This will involve

independent preparation of a draft FY24 ICRP by the contractor for use in evaluating the success of staff training exercises and efforts.

Within two (2) weeks of the contractor's request, the State will provide the contractor with three (3) prior year ICRPs, ALDER reports, documentation and any prior reviews.

### **Task 3. Small Cost Allocation Plans Consolidation and Outreach**

#### **Task 3 Deliverables**

The contractor will need to evaluate the small cost allocation plans submitted for the two (2) prior fiscal Years and provide management with recommendations for each as to whether the plan should continue independently or be consolidated into the ICRP.

Within two (2) weeks of the contractor's request, the State will provide the contractor with the two (2) prior fiscal year small cost allocation plans. The State will review any recommendations proposed within two (2) months of receipt from the contractor, and provide direction to the contractor on how to proceed with this task.

Within two (2) weeks of the project director's request, the contractor will either:

1. Start work with regional and Administrative Services division staff to assist in designing and implementing changes to business processes related to any consolidation, or
2. If the small cost allocation plans will continue independently and not be consolidated the contractor will develop comprehensive procedures for preparation of the small cost allocation plan proposal, and for the review of the proposal within the Administrative Services Division, and conduct as needed training to take place.

Within two (2) weeks of the contractor's request, the State will provide the contractor with the contact information for the regional and Administrative Services Division staff necessary to complete this deliverable.

### **Task 4. State Equipment Fleet Assistance**

#### **Task 4 Deliverables**

- a. Within 12 months of the contract start date, the contractor will work with divisional staff to provide analysis and assistance in refining the process of federal approval of Fixed Usage Rates for the State Equipment Fleet.

Within two (2) weeks of the contractor's request, the State will provide the contractor with the current Highway Equipment Working Capital Fund (HEWCF) rates and documentation.

- b. If needed, the contractor will provide related implementation assistance within two (2) weeks of the project director's request.
- c. Within 12 months of the contract start date, the contractor will work with DOT&PF staff on identifying continuing Statewide Cost Allocation Plan (SWCAP) requirements for the HEWCF, and the appropriate future processes for elements required in the SWCAP vs those required in the department's ICRP.

Within two (2) weeks of the contractor's request, the State will provide the contractor with the contact information for the DOT&PF staff necessary to complete this deliverable.

### **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately November 16, 2021 through December 31, 2022, with two (2) one-year renewal options through December 31, 2024.

Unless otherwise provided in this RFP, the State and the contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### **SEC. 3.03 CONTRACT TYPE**

This contract is a firm fixed price contract.

### **SEC. 3.04 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. 3.05 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### **SEC. 3.06 LOCATION OF WORK**

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

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

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

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

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

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

### **SEC. 3.07 THIRD-PARTY SERVICE PROVIDERS**

Third-Party Service Providers will not be allowed.

### **SEC. 3.08 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.09 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.10 CONTRACT PERSONNEL**

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

### **SEC. 3.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer 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. 3.12 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 procurement officer 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. 3.13 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### SEC. 3.14 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be

apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

### SEC. 3.15 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

### SEC. 3.16 TERMINATION FOR DEFAULT

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

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

**The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.**

#### **Proposal Transmittal <<< SECTION A>>>**

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, DOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

**1. Required proposal copies:** Offerors must submit **Four (4)** hard copies (one original & three copies) of their proposal, in writing, and **TWO** CDs containing electronic copies of the entire proposal. **One** CD will contain the transmittal information and the technical proposal. **One** CD will contain the cost proposal. The proposal response should be addressed to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

Emailed, faxed or oral proposals **will not be accepted**.

**2. Proposal Submittal Letter:** Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- ☐ Authorized signature (Section 1.08 (a))
- ☐ Offeror's Certification A-H (Section 1.08 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 1.08 (c))
- ☐ Conflict of Interest Disclosure (Section 1.08 (d))
- ☐ Federal Requirements (Section 1.08 (e))
- ☐ Review Insurance Requirements (Section 3.15)
- ☐ Valid Alaska Business License Proof (Section 6.02)
- ☐ Review & Agree to Standard Contract Provisions (Section 7.01)
- ☐ Disclosure of Proposal Contents <if applicable> Section 7.08



- ☐ Alaskan Bidder Preference Certification Form <if applicable> Attachment #3
  - **NOTE:** Offeror's shall **not** include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
  - The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #8).

### Proposal [Technical Component] <<< SECTION B>>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Understanding of the project (Section 4.03)
- ☐ Methodology used for the project (Section 4.04)
- ☐ Management Plan for the Project (Section 4.05)
- ☐ Experience and Qualifications (Section 4.06)

**Overall Technical Proposal Contents:** The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the project, Section 4.04 Methodology used for the project, Section 4.05 Management Plan for the Project and Section 4.06 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- 4.03 – Understanding of the project
- 4.04 – Methodology used for the project
- 4.05 – Management Plan for the Project
- 4.06 – Experience and Qualifications including resumes that demonstrate the required prior experiences listed in Section 1.04 Prior Experience.
- Prior Experience (Section 1.04) including two (2) sample Alder reports & Attachment #4 Demonstration of Required Minimum Prior Experience Form

### COST PROPOSAL <<< SECTION C>>>

1. **Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.

- 2. Cost Proposal Contents:** The Cost Proposal Attachment #2 included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.07, Section 4.01 and Section 4.07 of this RFP.

## SEC. 4.02 INTRODUCTION

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

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

## SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

## SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

## SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

## SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

- title, and
- resume that demonstrate the required prior experiences listed in Section 1.04 Prior Experience.

## SEC. 4.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## 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 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

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

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

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (15%)

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

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

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

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (10%)

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

### **1) Questions regarding the personnel:**

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

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?

## SEC. 5.05 CONTRACT COST (40%)

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

### **Converting Cost to Points**

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

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

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

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

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

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

#### **SEC. 6.04 CLARIFICATION OF OFFERS**

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

#### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

#### **SEC. 6.06 EVALUATION OF PROPOSALS**

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

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

#### **SEC. 6.07 CONTRACT NEGOTIATION**

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

commenced, they may be held in the Administrative Services Director's conference room on the 3rd floor of the Department of Transportation & Public Facilities Building in Juneau, Alaska.

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

## **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

## **SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

## **SEC. 6.10 PROTEST**

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;



- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

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

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 former AS 32.05, 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 Certification Form**

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

### **Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

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

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

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

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

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

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

#### Offeror #1 receives 40 points.

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

#### Offeror #2 receives 37.4 points.

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

#### Offeror #3 receives 33.7 points.

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

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

## STEP 2

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

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

## STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

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

## STEP 4

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/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 in a separate document. Please include the following information with any change that you are proposing:

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

### SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

### SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

### SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.05 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: <https://www.state.gov/trafficking-in-persons-report/>

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

## SEC. 7.06 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. 7.07 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. 7.08 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.

The Office of Procurement and Property Management (OPPM) recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM to treat information an offeror submits with its proposal as CBI, the offeror must do the following when it submits its proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become

public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM will evaluate the offeror's assertion upon receiving a request for the information. If OPPM rejects the assertion, it will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

## **SEC. 7.09 ASSIGNMENTS**

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## **SEC. 7.10 DISPUTES**

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

## **SEC. 7.11 SEVERABILITY**

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

## **SEC. 7.13 SOLICITATION ADVERTISING**

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

## **SEC. 7.14 FEDERALLY IMPOSED TARIFFS**

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.



## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Alaska Bidder Preference Certification Form
- 4) Demonstration of Required Minimum Prior Experience Form
- 5) Standard Contract Form & Appendix A
- 6) Appendix B1 Indemnity and Insurance Requirements
- 7) Notice of Intent to Award
- 8) RFP Submittal Checklist