

STATE OF ALASKA REQUEST FOR PROPOSALS



AMHS STAFF RECRUITMENT ASSISTANCE

RFP: 2522S036

ISSUED: DECEMBER 23, 2021

THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, ALASKA MARINE HIGHWAY SYSTEM IS SOLICITATION PROPOSALS FROM QUALIFIED VENDORS TO PROVIDE STAFF RECRUITMENT ASSISTANCE FOR MULTIPLE JOB CLASSES.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
ALASKA MARINE HIGHWAY SYSTEM
STATEWIDE CONTRACTING AND PROCUREMENT

PRIMARY CONTACT:

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PROCUREMENT SPECIALIST
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(907) 465-8855

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.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Transportation and Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS) is seeking a qualified vendor to assist with the recruitment of certain job classes on board AMHS vessels. Among the job classes AMHS has experienced challenges with recruitment include the following:

- AMHS Safety Management Coordinator
- Port Engineer
- Passenger Services Inspector
- Vessel Construction Managers
- Junior Engineers
- Able Bodied Seaman
- Oiler

With the understanding the above positions are critical to the operation of the fleet, AMHS is seeking a vendor with the experience in staff recruitment and placement as the methods used by the state have proven to be minimally effective.

In addition to other recruitment methods and resources utilized, the Offeror awarded a contract as a result of this RFP should also consider taking advantage of, and marketing the unique benefits and advantages of a rewarding maritime career with the AMHS when developing recruitment plans for these critical AMHS positions.

SEC. 1.02 BUDGET

Department of Transportation and Public Facilities, Alaska Marine Highway System estimates a budget of \$250,000.00 for completion of this project.

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 2:00PM prevailing Alaska Time on January 14, 2022. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

1. The Offeror must have at least three years of experience providing staff recruitment assistance to governmental or corporate entities.

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

OFFERORS RESPONSE: Offerors must submit a detailed written narrative that clearly defines and describes how the Offeror meets or exceeds the above minimum experience requirement. Experience related to recruiting for maritime job classes should be included in this narrative. This narrative should also describe the offerors

industry knowledge and pertinent details related to experience working with other entities for challenging recruitments.

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

SEC. 1.07 RETURN INSTRUCTIONS

If submitting via U.S. Mail or Delivery Service, Offerors must submit:

1. One original hard copy of the technical proposal to the procurement officer in a sealed package.
2. One original hard copy of **Attachment A, Cost proposal**. **Attachment A, Cost Proposal** must be included with the package and must be in a separately sealed envelope from the rest of the technical proposal and must be clearly identified.
3. An electronic copy of the technical proposal and **Attachment A, Cost Proposal** must be submitted on a thumb drive with the proposal.

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

Submitting by US Mail:	Submitting by Courier Service
Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2522S036 AMHS Staff Recruitment Assistance P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Administrative Services Attn: Tom Mayer RFP 2522S036 AMHS Staff Recruitment Assistance 3132 Channel Drive, Suite 350 Juneau, AK 99801

IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska. All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

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.

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

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.

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.

OFFERORS RESPONSE: Offerors must submit with their proposal the information required under Section 1.08 (a-e). Each item should be addressed individually for ease of evaluation.

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-(Minimum 21-days circulation period) | December 23,2021 |
| • Pre-Proposal Conference | January 4, 2022 |
| • Deadline for Receipt of Proposals | January 14,2022 |
| • Evaluation Committee completes evaluation: | January 21, 2022 |
| • State of Alaska issues Notice of Intent to Award a Contract: | January 24, 2022 |
| • State of Alaska issues contract: | February 4, 2022 |
| • Contract start: | February 4, 2022 |

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 and 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 be held at 9:00AM Prevailing Alaska Time, on January 4, 2022. This conference will be held telephonically. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

Pre-Proposal Phone Number: 907-202-7104

Access Code: 204 520 103 #

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

The Alaska Marine Highway System (AMHS) was initially established in 1959 as Alaska became the 49th state. Over the course of the next several decades, the AMHS added multiple new vessels and ports of call to provide consistent and efficient transportation to the coastal communities of Alaska to include sailings to Bellingham, Washington.

With multiple vessels operating across the state, staffing has become a critical issue to ensuring the system continues to operate in an effective manner. In an effort to increase crew recruitment, the AMHS is seeking a vendor capable of providing staff recruitment assistance for multiple job classes.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

While the state is initially seeking assistance with recruiting for the job classes identified below, the state reserves the right to add additional job classes during the full term of the contract, including all renewals.

The contractor shall provide recruitment and placement assistance for the following job classes.

AMHS Safety Management Coordinator:	Bargaining Unit	General Government Unit
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The AMHS Safety Management Coordinator is a single position job class in which the incumbent is primarily responsible for maintaining Alaska Marine Highway System (AMHS) compliance with the International Safety Management (ISM) Code and other applicable occupational health and safety regulations as they relate to AMHS maritime and shore-side policy, procedures, and staff preparedness.

The AMHS Safety Management Coordinator maintains AMHS compliance with the ISM Code and other maritime occupational health and safety regulations by facilitating the continual update and distribution of Safety Management System (SMS) plans and procedures for AMHS vessels and shore-side facilities, coordinating and performing in-house and external compliance audits, coordinating and providing corresponding crew and staff training, and working with AMHS captains and management to correct ISM and other safety regulation non-compliance issues and activities in a timely manner.

Please see **Attachment D - Job Class Specifications** for additional information.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describe and define how the Safety Manager Coordinator position would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

AMHS Port Engineer:	Bargaining Unit	Supervisory Unit
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Port Engineers are shore-side personnel responsible for both the supervision of assigned engineering department staff and for overseeing the ongoing maintenance, repair, and safe operation of mechanical systems on assigned vessels in the Alaska Marine Highway System (AMHS) fleet.

Port Engineers coordinate the engineering operations for assigned AMHS vessels. This includes working directly and through subordinate marine engineering staff to plan, budget, schedule, and accomplish the ongoing maintenance and repair of mechanical systems; supervising vessel Chief Engineers; and coordinating with other AMHS management staff to maintain maximum operational readiness within AMHS.

Please see **Attachment D - Job Class Specifications** for additional information.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describe and define how the Port Engineer position would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

Passenger Services Inspector:	Bargaining Unit	General Government Unit
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Under direction, travels aboard State owned ferries to study and evaluate the various functions, operating methods, and public reaction to the passenger service provided.

Employees in this class may be required, in addition to the general work assignment, to specialize in passenger service or cost and stock control. This class is distinguished from that of Ship Services Manager/Port Steward in that the latter is of a central administrative nature, including planning, control and improvement of services on a division-wide basis.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describe and define how the Passenger Services Inspector position would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

AMHS Vessel Construction Manager Flex I/II (VCM):	Bargaining Unit	General Government Unit
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VCM 1: Positions in this job class manage and coordinate one or more small to medium vessel engineering and construction projects. Projects involve development, construction, contract administration and implementation; coordination of marine engineering staff, naval architects, consultants, and contractors; and negotiation of differences, coordination of actions and making decisions regarding quality, timeliness and cost.

Vessel construction projects involve the design and /or construction of ships and ship systems including: hull, machinery, deck, accommodations, auxiliary, and propulsion. Projects may include new ship construction, but more commonly require refurbishment of existing vessels.

VCM 2: Positions in this job class manage and coordinate medium to large vessel engineering and construction projects. Projects involve development, construction, contract administration and implementation; coordination of marine engineering staff, naval architects, consultants, and contractors; and negotiation of differences, coordination of actions, and making decisions regarding quality, timeliness and cost.

Vessel construction projects involve the design and/or construction of ships and ship systems including: hull, machinery, deck, accommodations, auxiliary, and propulsion. Projects may include new ship construction, but more commonly require refurbishment of existing vessels.

Please see **Attachment D - Job Class Specifications** for additional information.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describe and define how the Vessel Construction Managers job class would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

Junior Engineer:	Bargaining Unit	Inlandboatmen's Union
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The Junior Engineer is under supervision of the First Assistant Engineer and/or watch engineer and is responsible for maintenance and operation of a variety of mechanical equipment on board a vessel of the Alaska Marine Highway System.

Please see **Attachment D - Job Class Specifications** for additional information.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describes and defines how the Junior Engineer position would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

Able-Bodied Seaman:	Bargaining Unit	Inlandboatmen's Union
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The Able Bodied Seaman is under the supervision and direction of the Deck Watch Officer and stands wheel and lookout watches. Under supervision of the Boatswain the Able Bodied Seaman performs operational, maintenance, and sanitation duties on a vessel of the Alaska Marine Highway System.

Please see **Attachment D - Job Class Specifications** for additional information.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describes and defines how the Able-Bodied Seamen position would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

Oiler:	Bargaining Unit	Inlandboatmen's Union
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The Oiler is under the supervision of the First Assistant Engineer and/or Watch Engineer, and assists in the safe, efficient operation of the main propulsion units, electrical generation units, and related mechanical equipment on board a vessel of the Alaska Marine Highway System.

Please see **Attachment D - Job Class Specifications** for additional information.

OFFERORS RESPONSE: Offerors shall provide narrative statements that clearly describes and defines how the Oiler position would be recruited. This should include a listing of publications, websites, trade shows, schools, maritime academies and other sites or avenues that would be utilized for a recruitment of this nature.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award (estimated, January 15, 2022) through December 31, 2022. There is one, one-year renewal option available under this contract. Renewals to be exercised solely by the state.

Unless otherwise provided in this RFP, the State and the successful offeror/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 DELIVERABLES

The contractor will be required to provide the following deliverables:

Deliverable One: Recruitment Plans: The contractor shall develop well-defined and job class specific recruitment plans. The recruitment plans must include specifically how each job class will be recruited, as well as what specific sites, venues, markets, trade shows, schools, and other methods will be utilized to ensure project success.

Deliverable Two: Recruitment Plan Approval: The contractor shall document each recruitment plan and provide the plan to the State Project Director for final approval. Once the recruitment plans are approved and implemented, the contractor shall regularly update the plans with lessons learned from each recruitment cycle to ensure the most successful methods are documented for future recruitments.

Deliverable Three: Recruitment Services: The contractor shall provide recruitment services for the job classes identified in Section 3.01 by utilizing the contractor’s expertise with recruiting staff for positions that are challenging to recruit and fill. The recruitment plans developed and updated under Deliverables One and Two above must be implemented when performing Deliverable Three.

Deliverable Four: Candidate Application: Upon the identification of potential candidates, the contractor shall assist the candidate through the application process to ensure the candidate is successful at submitting the application for consideration by the state.

Deliverable Five: Placement: A placement is defined as the contractor guiding the applicant through the process to actual hire by the Alaska Marine Highway System.

SEC. 3.04 ESTIMATED QUANTITIES

The estimated quantities referenced in this RFP are only estimates and may vary more or less from the recruitments assistance actually required. The state does not guarantee any minimum or maximum number of recruitments that will be performed. Recruitment requests will be issued throughout the contract period by the AMHS Project Director. The following is provided as the estimated number of recruitments per job class as defined in Section 3.01.

AMHS Safety Management Coordinator:	1
AMHS Port Engineer	1
AMHS Passenger Services Inspector	1
AMHS Vessel Construction Managers	3
AMHS Junior Engineers	10
AMHS Able Bodied Seamen	15
AMHS Oiler	18

SEC. 3.05 CONTRACT TYPE

This contract is a fixed price, with price adjustment contract based on hourly rates for recruitment services and a placement fee to be paid to the contractor for each position filled.

SEC. 3.06 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. Payment shall be based on the hourly rates offered in response to this RFP. Each invoice must include the number of hours worked by job class during the invoice period. The placement fee shall be listed as a separate line item on the invoice.

SEC. 3.07 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation and 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. 3.09 CONTRACT PRICE ADJUSTMENTS

The hourly rates and placement fee offered in response to this RFP shall remain firm through December 31, 2022.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June 2021); and each (January through June six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.10 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information:

- Number of recruitments conducted by job class
- Description of where each recruitment is placed by job class
- Number of hours each recruitment conducted has taken by job class
- Number of candidates that have applied for each job class
- Number of hires in each job class
- Total cost for each recruitment and placement by job class

For this contract, reports must be submitted no later than the following date for each quarter.

Quarter One (January to March)	report due by April 30
Quarter Two (April to June)	report due by July 31
Quarter Three (July to September)	report due by October 31

Quarter Four (October to December)

report due by January 31

The contractor's failure to provide these reports as required may result in contract default action. Any quarter with zero activity must be reported. This may be done via email to the procurement officer.

Reports to be submitted to:

tom.mayer@alaska.gov

anthony.karvelas@alaska.gov

SEC. 3.11 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is in Alaska.

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. 3.12 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) **SOC 1, SOC 2, OR SOC 3** report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.13 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.14 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.15 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. 3.16 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. 3.17 CONTRACT PERSONNEL

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

SEC. 3.18 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. 3.19 LIQUIDATED DAMAGES

Does not apply to this project.

SEC. 3.20 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 and Public Facilities or the Commissioner's designee.

SEC. 3.21 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:

- All personal private information for all potential, actual job candidates, and hires.

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. 3.22 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. 3.23 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. 3.24 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.

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 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 RESPONSE: Offerors must provide comprehensive narrative statements that detail and demonstrate their understanding of the requirements of the project and the project schedule.

These narrative statements should also define and describe the Offerors understanding of the positions in need of recruitment and describe recruitments of a challenging nature that have been conducted recently.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

OFFERORS RESPONSE: Offerors must provide comprehensive narrative statements that set out the methodologies they intend to employ and illustrate how the methodologies will serve to accomplish the work and meet the state's goal of hiring for these job classes.

This narrative statement should define and describe the Offerors methodology for recruitments of this nature and describe some of the more unique and challenging recruitments that have been conducted recently.

This narrative should also describe and define any known risks to project success and solutions to mitigate the identified risks associated with the intended methodologies.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

OFFERORS RESPONSE: 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 goal of hiring for these job classes.

This narrative should describe and define how multiple recruitments will be managed and how the overall project will be managed to ensure successful placement in all job classes.

This narrative should also describe and define any known risks to project success and solutions to mitigate the identified risks to associated with the management plan.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

OFFERORS RESPONSE: In addition the requirements in Section 1.04, Offerors must also provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP. This chart must illustrate the lines of authority and designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

OFFERORS RESPONSE: In addition to the information required in Section 1.04, and the above, Offerors must also 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: job title, resume, and work location.

OFFERORS RESPONSE: Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

Note: The estimated hours and number of placements as seen on **Attachment A – Cost Proposal** are for evaluation purposes only. The contractor shall be compensated for the actual number of hours worked, at the hourly rate for the specific job class, and for the number of placements completed.

OFFERORS RESPONSE: Offerors must complete and submit **Attachment A - Cost Proposal**. The hourly rates and the placement fee offered in response to this RFP must include 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 and indirect expenses, payroll, supplies, overhead assigned to each person working on the project, and profit. 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 1000

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? (25 Points)
- 2) How well has the offeror identified pertinent issues and potential problems related to the project? (25 Points)
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide? (25 Points)
- 4) Has the offeror demonstrated an understanding of the goal and can meet it? (25 Points)

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? (40 Points)
- 2) How well does the methodology match and achieve the objectives set out in the RFP? (35 Points)
- 3) To what extent do the sample unique and challenging recruitments represent positions that are similar in nature or as difficult to recruit in relation to the job classes outlined in the RFP? (50 Points)
- 4) To what extent does the proposal identify risks and propose mitigation solutions related the methodologies to be used for the project? (25 Points)

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 recruitment requirements and logically lead to successful placements as required in the RFP? (25 Points)
- 2) Is the organization of the project team clear? (10 Points)
- 3) How well does the management plan illustrate the lines of authority and communication? (10 Points)
- 4) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP? (10 Points)
- 5) To what degree is the proposal practical and feasible? (20 Points)
- 6) To what extent does the proposal identify risks and propose mitigation solutions related the management plan to be used for the project? (25 Points)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1. How well has the firm demonstrated experience in successfully recruiting for positions that are challenging to fill in a timely manner? (50 Points)
2. How successful is the general history of the firm regarding timely and successful completion of projects? (25 Points)
3. To what degree does the firm exceed the minimum required experience and is the experience pertinent to the states' needs? (25 Points)
4. To what extent does the offeror have the job recruitment resources and industry knowledge to perform the contract? (50 Points)

SEC. 5.05 CONTRACT COST (40%)

Overall, **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 Five, Evaluation 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 Contracting and Procurement conference room on the third floor of the Headquarters 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.

Attachment E - Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include **Attachment E - 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.

Attachment E - Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include **Attachment E - 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.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

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

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)
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 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 Contract Form for Goods and Non-Professional Services (form SCF.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), or their designee 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 or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their 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 or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they 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.

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- **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) Attachment A Cost Proposal
- 2) Attachment B Appendix B1 – Insurance Requirements
- 3) Attachment C Standard Contract Form with Appendix A
- 4) Attachment D Job Class Specifications
- 5) Attachment E Preference Certification Form
- 6) Attachment F Proposal Evaluation Form
- 7) Attachment G Notice of Intent to Award