REQUEST FOR PROPOSALS



RETURN THIS PROPOSAL TO:

DIVISION OF LEGISLATIVE AUDIT

Issuing Office Mailing Address: State Capitol, 120 4th Street, Room 3, Juneau, AK 99801-1182

Issuing Office Hand Delivery Address: Terry Miller Legislative Office Building, 129 6th

Street, Room 222, Juneau, Alaska

RFP NO. 24-33-01

ALASKA OFFICE OF CHILDREN'S SERVICES – ANALYSIS OF MANAGEMENT STRUCTURE

SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO <u>JC.KESTEL@AKLEG.GOV</u> BY 2:00 P.M. ALASKA TIME ON AUGUST 4, 2023.

Offerors Are Not Required To Return This Form

Under AS 36.30.020, the Alaska Legislative Council adopted procurement procedures that were based on competitive principles consistent with AS 36.30 and adapted to the special needs of the Legislative Branch. Therefore, the Legislative Branch follows its own procurement procedures and is not subject to the procurement procedures of the Executive Branch. Copies of the Alaska Legislative Procurement Procedures are available upon request or at https://aws.state.ak.us/OnlinePublicNotices/Notices/Attachment.aspx?id=137335

<u>IMPORTANT NOTICE</u>: You must register with the procurement manager listed in this document to receive subsequent amendments to this Request for Proposals, whether you received this request for proposals from the State of Alaska's "Online Public Notice" website or another source. Failure to register with the procurement manager may result in the rejection of your proposal.

JC Kestel, Procurement Manager

PH: 907-465-6705 **TDD:** 907-465-4980

Email: JC.Kestel@AKLeg.gov

TABLE OF CONTENTS

INTRODU	CTION AND INSTRUCTIONS	4
1.01	Purpose of the RFP	4
1.02	PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE	4
1.03	PHOTOCOPIES	5
1.04	CONTRACT TERM AND WORK SCHEDULE	5
1.05	LOCATION OF WORK	5
1.06	HUMAN TRAFFICKING	6
1.07	AMERICANS WITH DISABILITIES ACT	6
1.08	REVIEW OF RFP; CONTACT LIMITED	7
1.09	QUESTIONS RECEIVED PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	7
1.10	AMENDMENTS	7
1.11	NUMBER OF PROPOSALS; ALTERNATE PROPOSALS	7
1.12	RIGHT OF REJECTION	7
1.13	Non-Award of Contract	8
1.14	DISCLOSURE OF PROPOSAL CONTENTS	8
1.15	SUBCONTRACTORS	8
1.16	JOINT VENTURES	9
1.17	Offeror's Certification	9
1.18	CONFLICT OF INTEREST	10
1.19	Project Director	10
1.20	Assignment/Transfer	11
1.21	BINDING ON SUCCESSORS	11
1.22	DISPUTE	11
1.23	VENUE AND APPLICABLE LAW	11
1.24	Severability	11
1.25	PROCUREMENT PROCEDURES.	11
1.26	RECORDS; AUDIT	11
1.27	OWNERSHIP AND REUSE OF DOCUMENTS	
1.28	COVERAGE UNDER THE ETHICS LAW	12
1.29	CANCELLATION OF SOLICITATION	12
STANDAR	D PROPOSAL INFORMATION	13
2.01	AUTHORIZED SIGNATURE	12
2.01 2.02	U.S. Funds	
2.02	TAXES	
2.03	AMENDMENTS TO PROPOSALS	
	SUPPLEMENTAL TERMS AND CONDITIONS	
2.05 2.06	CLARIFICATION OF OFFERS.	
2.00	PRIOR EXPERIENCE.	
2.07	EVALUATION OF PROPOSALS	
2.09	FEDERAL TAX ID	
2.10	ALASKA BUSINESS LICENSE, LEGAL ENTITY AND OTHER REQUIRED LICENSES	
2.11	ALASKA BIDDER PREFERENCE	
2.11	FORMULA USED TO CONVERT COST TO POINTS	
2.12	CONTRACT NEGOTIATION	
2.14	Notice of Intent to Award – Offeror Notification of Selection	
2.15	PROTEST	
2.16	Pre-Proposal Teleconference	_

STANDAR	D CONTRACT INFORMATION	18
3.01	FORMAT OF CONTRACT	18
3.02	CONTRACT APPROVAL	18
3.03	PROPOSAL AS A PART OF THE CONTRACT	18
3.04	Additional Terms and Conditions	18
3.05	APPLICABLE LAW	18
3.06	Insurance Requirements	18
3.07	CONTRACT FUNDING AND BUDGET	19
3.08	CONTRACT PAYMENT	19
3.09	Informal Debriefing	19
3.10	CONTRACT PERSONNEL	19
3.11	INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	19
3.12	TERMINATION OF CONTRACT	20
3.13	Breach of Contract	20
3.14	INDEMNIFICATION	20
3.15	CONTRACT AMENDMENTS	20
3.16	CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	20
3.17	NONDISCLOSURE AND CONFIDENTIALITY	21
BACKGRO	UND INFORMATION	22
4.01	RESTRUCTURE OF THE STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES (DHSS) FOR FISC	
4.02	STATE OF ALASKA, OFFICE OF CHILDREN'S SERVICES	
4.03	AUDIT OF OCS REQUESTED	
SCOPE OF	WORK	24
5.01	SCOPE OF WORK	24
5.02	Deliverables	24
5.03	DOCUMENTS	25
PROPOSA	L FORMAT AND CONTENT	26
6.01	PROPOSAL FORMAT AND CONTENT	26
6.02	TECHNICAL PROPOSAL FORMAT	
6.03	OFFEROR'S SCHEDULE OF PROFESSIONAL HOURS AND FEES AND PROPOSED HOURS/ RATES	
6.04	OFFEROR'S TOTAL COST STATEMENT	
6.05	EVALUATION OF PROPOSALS	
EVALUAT	ION CRITERIA	30

SECTION ONE

Introduction and Instructions

1.01 Purpose of the RFP

The Alaska Division of Legislative Audit ("Division" or "DLA") is seeking sealed proposals from consulting firms to perform an analysis of the management structure of the Alaska Department of Family and Community Services (DFCS) Office of Children's Services (OCS).

1.02 Proposal Submission, Delivery, and Acceptance

An Offeror must submit and deliver its proposal in one sealed package to the issuing office identified on Page 1 of this RFP, or may email its proposal to the Procurement Manager at the email address shown on Page 1 of this RFP, no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. If mailed or hand delivered, the package must be marked on the outside to identify the RFP and the Offeror. If emailed, the email must contain the RFP number in the subject line of the email.

An Offeror must prepare and submit the Offeror's COST PROPOSAL separately from the Offeror's TECHNICAL PROPOSAL.

Only one (1) copy of the Offeror's COST PROPOSAL should be submitted in a separate sealed envelope or PDF document marked COST PROPOSAL with the RFP number on the outside of the envelope or with the RFP number in the subject line of the email that the PDF Proposal is sent in.

Only one (1) copy of the TECHNICAL PROPOSAL with the remainder of the offer shall be submitted in a sealed envelope or container with the RFP number on the outside of the sealed envelope or container or the TECHNICAL PROPOSAL with the remainder of the offer can be emailed in the form of a PDF document labeled TECHNICAL PROPOSAL with the RFP number in the subject line of the email that the PDF forms are sent in.

Emailed proposals must be submitted as an attachment in PDF format. The PDF document should be named in a format such as "Offeror A – Cost Proposal for RFP 24-33-01.pdf" (Offeror A is the name of the Offeror).

Please note that the maximum size of a single email (including all text and attachments) that can be received by the Division is 20 megabytes (mb). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 mb and each email must comply with the requirements described in the previous two paragraphs.

The Division is not responsible for unreadable, corrupt, or missing attachments. It is the Offeror's responsibility to contact the issuing office at (907) 465-6705 – Voice or (907) 465-4980 – TDD to confirm that the emailed proposal has been received. Failure to follow the above instructions may result in the proposal being found non-responsive and rejected.

Proposals must be received no later than the date and time listed on Page 1 of this RFP as the deadline for receipt of proposals. Faxed or oral proposals will not be accepted.

It is the responsibility of the Offeror to ensure that its proposal and any issued RFP amendments (signed by the Offeror) are in the issuing office prior to the scheduled proposal closing time. A proposal will be rejected if the proposal and any signed amendments are not received prior to the closing date and time.

1.03 Photocopies

Photocopied proposals are allowed.

1.04 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the Division's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule may be shifted by the same number of days, at the discretion of the Division. The project schedule may be adjusted by the DLA project director with written notice to the contractor.

The length of the contract will be from the date the contract is signed by the Legislative Auditor until project completion, approximately May 15, 2024.

The estimated RFP schedule is as follows:

7/14/23	Issue RFP
7/21/23	Pre-Proposal Teleconference
7/25/23	Deadline for Written Questions
8/4/23	Deadline for Receipt of Proposals
8/30/23	Division issues Notice of Intent to Award a Contract
9/15/23	Contract signed by Division

After the contract has been awarded, the following important dates apply:

<u>Item</u>	Anticipated Important Dates
Project Starts	Monday, September 18, 2023
Preliminary Draft Copy of Report Delivered to DLA	Friday, December 8, 2023, by 4:00 p.m. ADT
Draft Copy of Report Delivered to DLA	Friday, December 15, 2023, by 4:00 p.m. ADT
Final Copies of Reports Delivered to DLA	Friday January 26, 2024, at 4:00 p.m. ADT

Note: All dates are approximate and subject to change.

1.05 Location of Work

The work is to be performed at the contractor's location and in urban and rural OCS locations in the State. DLA expects that the review will be carried out through a combination of in-person and remote work. DLA has found rural OCS operations are different that urban OCS operations. The

analysis should examine both rural and urban operations taking into consideration the unique challenges encountered by the OCS locations throughout Alaska. The Division expects the contractor to travel to all five OCS regions and visit both rural and urban offices as part of the project. Exhibit A to this RFP includes a list of OCS state, regional, and field offices. Rural offices are those that are located in communities with less than 1,500 residents.

The Division will not provide permanent workspace for the contractor; however, it will provide office space in Juneau and Anchorage for field visits while performing audit work. The Division can accommodate up to four (4) contractor staff at a time. Additionally, workspace may be available at OCS offices.

The contractor must include in their lump sum price proposal: all incidentals and travel costs including transportation, lodging, and per diem costs sufficient to pay for travel to and within Alaska.

To access the on-site workspace, the contractor's staff will be required to follow all existing Division and OCS building policies as well as any active state or municipal emergency orders or mandates.

1.06 Human Trafficking

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

In addition, if the Offeror conducts business in but is not headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the Offeror's policy against human trafficking must be submitted to the Division prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following web site: https://www.state.gov/bureaus-offices/under-secretary-for-civilian-security-democracy-and-human-rights/office-to-monitor-and-combat-trafficking-in-persons/

If an Offeror fails to comply with this paragraph, the Division may reject, without liability, the Offeror's proposal as non-responsive, cancel the intent to award to the Offeror, or cancel the resulting contract to the Offeror.

1.07 Americans with Disabilities Act

The Alaska State Legislature complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact the procurement manager no later than ten days prior to the deadline for receipt of proposals to make any necessary arrangements. If a request for special arrangements is received less than ten days prior to the deadline for receipt of proposals, the Division will attempt to accommodate the request.

1.08 Review of RFP; Contact Limited

Offerors should carefully review this solicitation, without delay, for defects and objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement manager at least ten (10) days prior to the deadline for receipt of proposals. This will help prevent the opening of a defective solicitation and exposure of an Offeror's proposal upon which award could not be made. Protests by an Offeror based on any omission or error, or on the content of the solicitation, may be disallowed if the Offeror has not brought these faults to the attention of the procurement manager, in writing, ten (10) days prior to the deadline for receipt of proposals.

Offerors or their agents may not contact any member of the evaluation committee or their staff or any member of the Legislature or their staff regarding this RFP. All questions concerning this RFP must be directed to the procurement manager listed on the first page of this RFP.

1.09 Questions Received Prior to Deadline for Receipt of Proposals

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 or email. The second type is a question that would require the Procurement Manager to clarify or interpret part of the RFP or its intent. Response to the second type of question will not be given except in writing via amendment to the RFP. Offerors must put these questions in writing. These questions must be received by the Procurement Manager at least (10) days prior to the deadline for receipt of proposals.

1.10 Amendments

If an amendment to this RFP is issued, it will be posted to the State of Alaska's Online Public Notice website and will be provided to all who have registered with the Procurement Manager after receiving the RFP from the State of Alaska's Online Public Notice website or some other source.

1.11 Number of Proposals; Alternate Proposals

Offerors may only submit one (1) proposal for evaluation, if an Offeror submits more than one (1) proposal for evaluation, all proposals from the Offeror will be rejected. Proposals that offer something different than what is asked for will be rejected.

1.12 Right of Rejection

Offerors must comply with all of the terms of this RFP, Alaska Legislative Procurement Procedures, and all applicable local, state, and federal laws, codes, and regulations. The procurement manager may reject any proposal that does not comply with all of the material terms, conditions, and performance requirements of this RFP.

Offerors may not qualify the proposal or restrict the rights of the Division. If an Offeror does so, the procurement manager may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

A proposal may be rejected if the proposal contains a material alteration or erasure that is not initialed by the signer of the proposal.

The procurement manager may waive minor informalities that:

- a) do not affect responsiveness;
- b) are merely a matter of form or format;
- c) do not change the relative standing or otherwise prejudice other offers;
- d) do not change the meaning or scope of the RFP;
- e) are trivial, negligible, or immaterial in nature;
- f) do not reflect a material change in the work, services, or products requested; or
- g) do not constitute a substantial reservation against a requirement or provision.

Furthermore, a proposal may be rejected in whole or in part when in the best interest of the Division, as provided in sec. 130 of the Procurement Procedures of the Alaska State Legislature.

1.13 Non-Award of Contract

This RFP does not obligate the Division to award a contract, or, as provided in sec. 125 of the Procurement Procedures of the Alaska State Legislature, to pay any costs incurred in the preparation of a proposal when the Division does not award a contract.

1.14 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Division and may be returned only at the Division's option. 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. Contracts for services provided to the Division in the preparation of an audit are subject to sec. 200(b) of the Alaska Legislative Procurement Procedures.

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

1.15 Subcontractors

Subcontractors may be used to perform work under the contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Qualifications of subcontractor staff assigned to the engagement should be described in the same manner as contractor staff.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the Division's request:

- a) complete name of the subcontractor;
- b) complete address of the subcontractor;
- c) type of work the subcontractor will be performing;
- d) percentage of work the subcontractor will be providing;
- e) evidence that the subcontractor is authorized under Alaska Statute (AS) 08.04 to provide services within the State of Alaska;
- f) evidence that the subcontractor holds a valid Alaska business license; and
- g) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor has agreed to render the services required by the contract and is free from conflicts of interest and is independent in fact and appearance.

An Offeror's failure to provide this information, within the time set, may cause the Division to consider the Offeror's proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and with the prior written approval of the DLA project director.

All subcontractors that perform work under the contract resulting from this RFP are subject to the requirements of this RFP, including, but not limited to, the requirements of secs. 3.05 (Applicable Law) and 3.06 (Insurance Requirements) of this RFP.

1.16 Joint Ventures

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

1.17 Offeror's Certification

By signature on the proposal, Offerors certify that:

- a) the Offeror will comply with the laws of the State of Alaska;
- b) the Offeror will comply with the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Offeror will comply with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Offeror will comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

- e) the Offeror will comply with all terms and conditions set out in this RFP;
- f) the proposal submitted was independently arrived at without collusion;
- g) the offer shall be good and firm for a period of at least 90 days from the date of deadline for receipt of proposals to the RFP; and
- h) programs, services, and activities provided to the general public under the resulting contract will conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any Offeror fails to comply with (a) through (h) of this sec. 1.17 (Offeror's Certification), the Division reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default under the contract.

1.18 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 five years) and, if so, the nature of that conflict. For the purposes of this sec. 1.18 (Conflict of Interest), employment means either direct employment or employment as an independent contractor or subcontractor with the State of Alaska.

The firm must provide information regarding its independence with respect to the reporting entity and its quality control procedures. Each of the following items must be disclosed or provided, as applicable:

- 1. A statement that the firm is independent with respect to the State of Alaska;
- 2. A description of all prior work for or with the State of Alaska. In addition, the firm shall briefly describe all services the firm is planning to perform or has proposed to perform for the State of Alaska;
- 3. Any lawsuits with the State of Alaska; and
- 4. Any relationships with the State of Alaska that could impair independence.

The contractor shall keep itself free from any potential conflict of interest and maintain its independence, both in fact and appearance. The contractor certifies and represents that it will not, at any time during the duration of the awarded contract, have a consulting or any other relationship with any entity covered under the contract that may impair the independence of the contractor.

The Division reserves the right to consider a proposal nonresponsive 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 Offeror. The Division's determination regarding any questions of conflict of interest shall be final.

1.19 Project Director

The administration of the contract issued as a result of this RFP is the responsibility of the individual assigned by the Division to be the DLA project director. The DLA project director shall

be named in the contract issued as a result of this RFP. The DLA project director may be changed at the Division's discretion. The Division shall provide written notice of the change to the Contractor.

1.20 Assignment/Transfer

Assignment or transfer of the contract entered into as a result of this RFP is subject to sec. 160 of the Procurement Procedures of the Alaska State Legislature.

1.21 Binding on Successors

Subject to sec. 1.20 (Assignment/Transfer) and 1.24 (Severability) of this RFP, the contract issued as a result of this RFP and all the covenants, provisions, and conditions contained in the contract shall inure to the benefit of and be binding upon the successors and assigns of the contractor and the Division.

1.22 Dispute

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 contract that it cannot resolve with the Division by mutual agreement, sec. 350 of the Alaska Legislative Procurement Procedures governs contract controversies.

1.23 Venue and Applicable Law

In the event that the parties to the resulting contract find it necessary to litigate the terms of the contract, venue shall be State of Alaska, First Judicial District at Juneau, and the contract shall be interpreted according to the laws of Alaska.

1.24 Severability

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the Division and the contractor shall negotiate the continuation of the contract without the provision.

1.25 Procurement Procedures

This RFP is subject to the Alaska Legislative Procurement Procedures.

1.26 Records; Audit

The requirements in this sec. 1.26 (Records; Audit) are in addition to any other records required by this RFP. The contractor shall accurately maintain detailed time records that state the date of the work, describe in detail the work done, and identify what individual did the work. The contractor shall also keep any other records that are required by the contract issued as a result of this RFP or the DLA project director. The records required by this paragraph are subject to inspection by the Division at all reasonable times.

1.27 Ownership and Reuse of Documents

All data, documents, reports, material, and other items generated as a consequence of work done under the contract resulting from this RFP are the property of the Division. To the extent the offeror has any interest in the copyright for these items under the copyright laws of the United States, the offeror transfers any and all interest the offeror has in the copyright for these items to the Division, and the Division will be the owner of the copyright for these items. Upon completion of the work or termination of the contract resulting from this RFP, all items shall be delivered to the DLA

project director, and the offeror shall certify that it has not maintained any copies of items. Offeror acknowledges that all the items are the property of the Division.

1.28 Coverage Under the Ethics Law

Certain provisions of AS 24.60 (the Legislative Ethics Act) apply to legislative contractors. It is the responsibility of an Offeror to review AS 24.60, determine whether the Offeror is in compliance with AS 24.60, and remain compliant throughout the term of the contract.

1.29 Cancellation of Solicitation

This RFP may be canceled as provided in sec. 120 of the Procurement Procedures of the Alaska State Legislature.

SECTION TWO

Standard Proposal Information

2.01 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 ninety (90) days from the date set as the deadline for receipt of proposals.

2.02 U.S. Funds

Prices quoted shall be in U.S. funds.

2.03 Taxes

All proposals shall be submitted exclusive of federal, state, and local taxes.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if 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 Division's request.

2.05 Supplemental Terms and Conditions

Proposals must comply with sec. 1.12 (Right of Rejection). However, if the Division fails to identify or detect in a proposal a term or condition that conflicts with those contained in this RFP or that diminishes the Division's rights under any contract resulting from the RFP, the conflicting term or condition will be considered null and void. After award of contract:

- a) if conflict arises between a term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail;
- b) if there is a conflict between the RFP and the contract document, or between the proposal and the contract document, the contract document will govern; and
- c) if the Division's rights would be diminished as a result of application of a term or condition included in the proposal, the term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Manager for 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 RFP or the proposal. The evaluation by the PEC members may be adjusted as a result of clarification under this section.

2.07 Prior Experience

In order for an offer to be considered responsive, an Offeror must have performed at least two similar reviews of the organizational structure of child welfare public agencies within the past seven (7) years. An Offeror's failure to meet this minimum prior experience requirement may cause the proposal to be considered non-responsive, resulting in rejection of the proposal.

2.08 Evaluation of Proposals

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 Seven (Evaluation Criteria) of this RFP.

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.

2.09 Federal Tax ID

A valid Federal Tax ID must be submitted to the Division within five working days from the date of the Division's request.

2.10 Alaska Business License, Legal Entity and Other Required Licenses

The Offeror must have a current, valid Alaska business license when the proposal is submitted. The Offeror must include the business license number in the cover letter or provide a copy of the business license with the Proposal. The Offeror must include in the cover letter the type of legal (e.g., corporate) entity of the Offeror and the current status of that entity. If the Offeror is a corporation or a limited liability company, the business entity must be in good standing with the State of Alaska Department of Commerce, Community, and Economic Development at the time of proposal submission. For more information regarding an Alaska business license or legal entity's status, please contact the Division of Corporations, Business, and Professional Licensing in the Department of Commerce, Community, and Economic Development at (907) 465-2550 or visit: https://www.commerce.alaska.gov/web/cbpl. If an Offeror fails to comply with this paragraph, the Division reserves the right to disregard the proposal.

2.11 Alaska Bidder Preference

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five percent (5%) that is applied to the Offeror's total cost proposed before points are calculated in accordance with Section 2.12 (Formula Used to Convert Cost to Points) of the proposal evaluation process. 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 the contract under the name appearing on the Offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the Offeror, or an employee of the Offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

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

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

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

2.12 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined by the Procurement Manager. Cost Proposals will have the Alaska bidders preference applied to the proposed total cost prior to converting cost to points. The lowest cost proposal will receive the maximum number of points allocated to cost. The points allocated to cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 25 percent (25%) of the overall total score. See Section Seven (Evaluation Criteria) to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

```
Offeror #1 - Non-Alaskan Offeror $40,000

Offeror #2 - Alaskan Offeror $42,750 - ($45,000 proposal with 5% AK Bidder Preference applied)

Offeror #3 - Alaskan Offeror $47,500 - ($50,000 proposal with 5% AK Bidder Preference applied)
```

[STEP 2]

Convert cost to points using this formula.

```
[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)]
(Cost of Each Higher Priced Proposal) = POINTS
```

The RFP allotted 25 percent (25%) or 25 points of the total of 100 points for cost.

Offeror #1 receives 25 points.

Offeror #1 received 25 points because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 25 points.

Offeror #2 receives 23.4 points.

\$40,000	X	25	=	1,000,000	÷	\$42,750	=	23.4	
Lowest		Max		Offeror #2 Points					
Cost		Points		Adjusted By					
The Application				e Application	Of				
				All Applicable					
						Preferences			

Offeror #3 receives 21.1 points.

\$40,000	X	25	=	1,000,000	÷	\$47,500	=	21.1
Lowest		Max		Offeror #3 Points				
Cost		Points		Adjusted By				
				The Application Of				
				All Applicable				
				Preferences				

2.13 Contract Negotiation

This paragraph is removed for purposes of this RFP.

2.14 Notice of Intent to Award – Offeror Notification of Selection

Upon selection of an apparent successful Offeror, the Procurement Manager will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent will set out the names of all Offerors and identify the proposal selected for award.

2.15 Protest

If an Offeror wishes to protest a solicitation, the award of a contract, or the proposed award of a contract, the protest must be filed as required by sec. 230 and 240 of the Alaska Legislative Procurement Procedures.

2.16 Pre-Proposal Teleconference

All prospective Offerors are encouraged to call in to the pre-proposal teleconference. This pre-proposal teleconference will be held on Friday, July 21, 2023, at 10:00 am., Alaska Time. To attend, Offerors must call one of the following teleconference lines: 907-586-9085 (Juneau), 907-563-9085 (Anchorage), or 1-844-586-9085 (toll free outside of Juneau and Anchorage).

The purpose of the teleconference is to discuss details of the RFP with the prospective Offerors and allow them to ask questions concerning the RFP. Call-in attendance at the pre-proposal teleconference is not mandatory. The Procurement Manager will not provide any information on what information was given or details that were discussed during the teleconference to potential Offerors that do not attend the teleconference. Participants should read the RFP and call into the meeting prepared to discuss any concerns and ask questions.

Questions asked about the RFP during the teleconference will be answered in accordance with 1.09 (Questions Received Prior to Deadline for Receipt of Proposals). The Procurement Manager

may request potential Offerors to submit questions in writing for further clarification.

Offerors with a disability needing accommodation should contact the Procurement Manager prior to the date set for the pre-proposal teleconference so that reasonable accommodation can be made.

SECTION THREE

Standard Contract Information

3.01 Format of Contract

The contract entered into as a result of this RFP will be in the contract format desired by the Division.

3.02 Contract Approval

The contract to be entered into as a result of this RFP and any amendments entered into after the signing of the contract will be subject to approval by Legislative Budget and Audit Committee (LBAC). The Division will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the signing of the contract.

3.03 Proposal as a Part of the Contract

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

3.04 Additional Terms and Conditions

The Division reserves the right to include additional terms and conditions in the contract.

3.05 Applicable Law

The contractor must comply with all applicable federal and state labor, wage, hour, safety, and any other laws which have a bearing on the contract, and the contractor must have all licenses and permits required by the Division, State, and any municipality that are applicable for performance of the contract that is covered by this RFP.

3.06 Insurance Requirements

Without limiting indemnification responsibilities under sec. 3.14 (Indemnification), the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement, the policies of insurance listed below. 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 Division shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the DLA project director prior to beginning work and must provide for notice of cancellation, nonrenewal, or material change of conditions. Failure of the contractor to furnish the Division with satisfactory evidence of insurance, or to notify the Division of the lapse of, or material change in, the policy, is a material breach of the contract resulting from this RFP and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers authorized in Alaska or another state to transact the business of insurance.

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 as required by any other applicable statute. The policy must waive subrogation against the state.

Commercial General Liability Insurance: Covering all business premises of, and operations by or on behalf of, the Successful Offeror in the performance of the contract, including, but not limited to, blanket contractual coverage, products coverage, premises and operations coverage, independent contractor's coverage, broad form property damage endorsement, and

personal injury endorsement; the policy must have minimum coverage limits of \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. Unless waived by the Division, the insurance policy shall name the Division as an additional insured.

Commercial Automobile Liability Insurance: Covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$500,000 combined single limit per occurrence.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the Division through self-insurance or otherwise.

The contractor shall provide evidence of continuous coverage by submitting, without reminder, annual renewal certificates for the required insurance to the Division project director for the life of the contract.

3.07 Contract Funding and Budget

Funds are contingent upon the approval of the LBAC to award a contract. Upon LBAC approval, funds will be available in an appropriation to pay for the Division's monetary obligations under the contract through May 15, 2024.

The Division does not have a predetermined budget or budget limit for this project. The project's budget will be determined when a contract is awarded by the LBAC.

3.08 Contract Payment

No payment will be made until the billing is approved by the DLA project director. If a payment is not made within 90 days after the Division has received a properly approved billing, the Division shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent (1.5%) per month from, and including, the 91st day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the contractor.

The Division 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.

3.09 Informal Debriefing

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

3.10 Contract Personnel

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

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 DLA project director. The Division may

employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The DLA project director may instruct the contractor to make corrections or modifications, if needed, in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

In addition to any other right of the Division under the contract to terminate the contract, the Division may terminate the contract for substantial failure of the contractor to perform the contract. In this event, the Division may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek damages.

3.12 Termination of Contract

Upon delivery of written notice to the contractor, the contract may be terminated by the Legislative Auditor with or without cause. To terminate, the DLA project director shall provide notice by email or delivery of a hard copy to the contractor, whichever method is selected in the sole discretion of the DLA project director. If the contract is so terminated and the termination is not based on a breach by the contractor, the Division shall compensate the contractor for services provided under the terms of the contract up to the date the termination notice is delivered, provided the contractor provides the Division with a statement in writing containing a description, including, but not limited to, the detailed records required by sec. 1.26 (Records; Audit) of the services provided prior to contract termination.

3.13 Breach of Contract

In case of a breach of the contract, for whatever reason, by the contractor, the Division may procure the services from other sources and hold the contractor responsible for damages resulting from the breach.

3.14 Indemnification

The Successful Offeror shall indemnify, save harmless, and defend the Division and the Division's officers, agents, and employees from liability of any nature or kind, including, but not limited to, costs, attorney fees, and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligence of the Successful Offeror that occurs on or about the Division's or other State of Alaska premises or that relates to the Successful Offeror's performance of its contract obligations.

3.15 Contract Amendments

In addition to any other amendment the parties may be allowed to make under the contract, the terms of the contract entered into as a result of this RFP may be amended by mutual agreement of the parties.

3.16 Contract Changes – Unanticipated Amendments

During the course of the contract, the Division may request the contractor to perform additional work. That work will be within the general scope of the initial contract and may not amount to a material amendment of the contract. When additional work is requested and the contractor agrees to perform the additional work, the DLA 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.

The contractor may not commence the additional work until the DLA project director has secured any required approvals necessary for the amendment and the Division and the contractor have signed a written contract amendment, approved by the LBAC, or the committee's designee.

3.17 Nondisclosure and Confidentiality

The contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified in this RFP or the under the resulting contract 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 the Health Insurance Portability and Accountability Act (HIPAA). The contractor must promptly notify the Division in writing if it becomes aware of any improper storage, disclosure, loss, unauthorized access to, or use of the confidential information.

Confidential information, as used herein, means any data, file, software, information, or material (whether prepared by the state, the Division, or their agents, advisors, or contractors) in oral, electronic, tangible, or intangible form and however stored, compiled, or memorialized, that is classified confidential as defined by the State of Alaska Information Security Policies adopted by the Department of Administration and provided by the Division to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with the contract, or acquired, obtained, or learned by the contractor or a contractor agent in the performance of the contract. Examples of confidential information include, but are not limited to, personal information, health data, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additionally, all data, documents, reports, material, and other items generated as a consequence of work done under the contract resulting from this RFP and all related working papers shall be held by the contractor as confidential.

SECTION FOUR

Background Information_____

4.01 Restructure of the State of Alaska Department of Health and Social Services (DHSS) for fiscal year (FY) 23

Effective FY 23, DHSS was restructured into two separate departments: the Department of Health and the Department of Family and Community Services.

Department of Health (DOH)

- Division of Public Health
- Division of Public Assistance
- Division of Behavioral Health
- Division of Health Care Services
- Division of Senior and Disabilities Services

Department of Family and Community Services (DFCS)

- Division of Juvenile Justice
- Alaska Psychiatric Institute
- Alaska Pioneer Homes
- Office of Children's Services (OCS)

A description of the restructure, including organization charts, can be found at https://dhss.alaska.gov/Commissioner/Pages/reorganization/default.aspx.

4.02 State of Alaska, Office of Children's Services

OCS is the State of Alaska agency housed within the newly created DFCS that serves families whose children have been determined to be unsafe or at high risk of maltreatment by their parent or caregiver. OCS's mission as found on its website is:

Ensuring the safety, permanency and well-being of children by strengthening families, engaging communities, and partnering with tribes.

OCS strives to accomplish its mission by focusing on four goals: child safety, permanency for children, cultural continuity for children, and child and family well-being. OCS currently has regional headquarters in Anchorage, Wasilla (Southcentral), Bethel (Western), Fairbanks (Northern), and Juneau (Southeastern), and 21 child protection field offices across the state. Per FY 23 budget, OCS has 614 employee positions with an operating budget of \$193.2 million. Exhibit A to this RFP includes the names and locations of OCS state, regional, and field offices. Organizational Charts are included as Exhibit B.

4.03 Audit of OCS requested

Foster care reform laws signed into law during 2018 were designed to improve Alaska's foster care system by lowering case load levels and attempting to increase worker retention by implementing longer and measurable training and workforce standards. In addition, the reformed laws provided for several other changes to support the well-being of youth in foster care, and to

Alaska Office of Children's Services Analysis of Management Structure

promote quicker timelines for children to return to, or find new, permanent homes. In December 2018, the Alaska Legislative Budget and Audit Committee approved a request to audit DHSS's implementation of foster care reform. The audit objectives included a determination of whether DHSS's management structure over the foster care system was in line with best practices and whether a newly required staffing report complied with best practices.

5.01 Scope of Work

The Contractor shall evaluate whether OCS's management structure is compliant with best practices. The evaluation shall include, but not be limited to, a review of the management layers between a front line social worker and the OCS's director and answer the following questions:

- Do the organizational layers contribute to inefficiencies?
- Could the organizational chart be restructured to have fewer "layers" while still providing adequate supervision of caseworkers?
- What is causing delays in hiring OCS workers?

The analysis should also include an evaluation of whether the staffing report prepared by OCS, as required by AS 47.14.112, is based on best practices and suggest improvements, if determined necessary.

As described in section 1.05 (Location of Work) of this RFP, DLA expects the contractor to travel to all five OCS regions and visit both rural and urban OCS offices. DLA also expects front line workers to be interviewed in addition to supervisors.

5.02 Deliverables

A table summarizing the deliverables is shown below. All deliverables shall be submitted in electronic format, unless otherwise stated.

	Schedule of Deliverables	
Title	Description	Date Due
Organization Chart	Chart shall show the entire project team, including titles, affiliation (company employee or subcontractor employee), and team hierarchy.	Within 15 days of date the Legislative Auditor signs the contract.
Monthly Status Report	Monthly status report shall include a brief narrative of the status of the project, issues or concerns, proposed solution to issues or concerns, and any proposed changes to project staff. The report shall also list all individuals interviewed including name, title, and affiliation. The report shall cover the prior calendar month. For example, the monthly status report for September 2023 will be due October 5, 2023.	By the 5 th calendar day of each month.

Draft Preliminary Report	Report is to be comprehensive (conclusions, findings, recommendations, and methodology including sources of criteria and best practices). The DLA project director will provide feedback regarding the report by December 12, 2023.	December 8, 2023
Preliminary Report	A revised preliminary report that incorporates DLA feedback will be provided, which DLA will send to DFCS for comment. DFCS will be given until January 12, 2024, to provide comments. DFCS's comments will be provided to the contractor for consideration.	December 15, 2023
Final Report	A final report that considers DLA and DFCS comments will be provided to the Legislative Auditor.	January 26, 2024
Present Report at Legislative Hearings	If requested, the contractor will make project staff available to present the report at legislative hearings. Presentations may be made via video conferencing.	January 29, 2024, through May 15, 2024.

5.03 Documents

On or before 4:00 pm Alaska Standard Time on December 8, 2023, the contractor will provide the DLA project director and the Legislative Auditor a copy of an initial draft preliminary report for review in an electronic PDF format. The DLA project director will provide the contractor feedback regarding the report by the end of business on December 12, 2023.

On or before 4:00 pm Alaska Standard Time on December 15, 2023, the contractor will provide the DLA project director a copy of the draft preliminary report that incorporates DLA feedback for transmittal to the Department of Family and Community Services. It is estimated that the department will provide the contractor feedback and comments on the report by the end of business on January 12, 2024.

On or before 4:00 pm Alaska Standard Time on January 26, 2024, the contractor will provide the Legislative Auditor the final preliminary report in an electronic PDF format. The final report may be included in a public audit report.

SECTION SIX

Proposal Format and Content_

6.01 Proposal Format and Content

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

Offerors must submit one PDF version via email per the instructions in section 1.02 (Proposal Submission, Delivery, and Acceptance).

The proposal must be split into two parts: 1) a technical proposal and 2) a cost proposal.

6.02 Technical Proposal Format

In order to be a responsive bidder, the Offeror shall provide sufficient information related to the following six areas. All qualified proposals will be evaluated and scored as described in Section Seven (Evaluation Criteria) of this RFP, with the final selection made by the Division. Offerors are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included may be used to evaluate the Offeror's firm as part of any criteria regardless of where that information is found within these sections. Information obtained from the proposal and from any other relevant source may be used in the evaluation and selection process.

All proposals should include the following items in the order as shown below. Please be as concise and clear as possible. Each section should be titled with the corresponding section, with all relevant information included. Each page should be numbered consecutively.

The proposals received by the stated deadline will be ranked according to the following criteria:

1. Cover Letter

Provide a cover letter on the Offeror's letterhead signed by a person with the authority, including fiscal authority, in the organization to bind the Offeror, certifying the accuracy of all information in the proposal, that the proposal will remain valid for at least 90 days from the deadline for receipt of proposals, that the Offeror meets all minimum requirements of the RFP, and that the Offeror will comply with all provisions in this RFP. The cover letter should include the certifications, statements, and information as required by section 1.17 (Offeror's Certification) and section 1.18 (Conflict of Interest) of this RFP. The cover letter should have the Offeror's complete legal name, type of entity, address, telephone number, Alaska business license number or other forms of evidence of the license, and should state whether and how the Offeror qualifies as an Alaska Bidder. The cover letter must also include the name, mailing address, and telephone number of the person the Division should contact regarding the proposal.

2. Project Understanding and Approach

- a) Describe the project.
- b) List the sources used to determine best practices for the staffing report and for the analysis of the management structure.
- c) Describe the intended project approach including level of OCS staff that will be contacted (i.e. supervisor, front line worker), the number of OCS staff contacted, method of contract (remote vs. in-person), and what OCS offices are expected to be visited during the project.
- d) Identify and discuss any potential problems you foresee during the design and implementation phase of the project.
- e) Identify and discuss methods to mitigate the problems identified in (d), above.
- f) Describe and discuss your firm's areas of strength, as they apply to this project.
- g) Describe and discuss your firm's limitations, as they apply to this project.

3. Approach to Project Management

- a) Describe the Offeror firm's project management approach and team organization during all phases for similar projects. How would these areas apply to this project?
- b) Describe systems used for planning, scheduling, estimating, and managing project oversight and accountability services.
- c) Describe the Offeror firm's experience on quality assurance and dispute resolution.
- d) Describe the Offeror firm's Quality Assurance/Quality Control as it relates to data and other information gathering for this project. Include a statement about how that would be implemented in this project.

4. Relevant Firm Experience

- a) Describe the Offeror firm's overall reputation, service capabilities and quality, as it relates to this project.
- b) State the years that the Offeror firm has been performing similar projects.
- c) Include a statement detailing whether the Offeror's firm is Alaska owned and based, and if so, for how long. Where applicable, provide previous addresses if the Offeror's firm has moved, if within the last ten (10) years.
- d) List and briefly describe two comparable projects completed by the Offeror firm or currently in progress over the last seven years; include the firm's role, and discuss contract amendment history, if applicable. For each project, include: contract value (original value plus all contract amendments, if applicable), project owner, project location, the contact name and the title, address, current/accurate telephone number, and email address of the project owner (if available).
- e) Provide a minimum of two referrals and references from other prior project agencies or owners. If possible, references should be from the projects listed above and should be limited to the last seven (7) years.
- f) List all projects in the last five (5) years that were with the State of Alaska, or provide a statement that there were no projects in the last five (5) years with the State of Alaska.
- g) List Offeror capacity and intent to proceed without delay if selected for this work.

5. Team Experience & Qualifications

- a) Describe each team member's position within the firm. Provide resumes of each proposed team member.
- b) Briefly describe each team member's role on this project. *Please note, once listed in your RFP submission, these members may not be reassigned without the approval of the DLA project director, in addition, any reassignments must have equivalent qualifications. Please choose individuals with this in mind.*
- c) Provide "team" experience working together on similar projects.
- d) Identify proposed subcontractors and briefly describe each subcontractor team member's role on this project. Please note, once listed in your RFP submission, these members may not be reassigned without the approval of the DLA project director, in addition, any reassignments must have equivalent qualifications.
- e) Individually list any current employees or subcontractor team members who have previously been employed by the State of Alaska within the last five (5) years. Include the government entity and dates of such employment.

6. Other Factors & Required Information

- a) Provide current workload and ability to comply with the timeline detailed in sec. 1.04 (Contract Term and Work Schedule) of this RFP.
- b) Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- c) Provide relevant factors that may impact the quality and value of work.
- d) List any special contract terms and conditions the firm/team would like to be considered for inclusion in any contract it might execute with DLA under this RFP.
- e) Provide the Offeror's Federal Employer Identification Number.
- f) Provide a Schedule of Professional Hours and Fees (submit in the separate envelope marked "Costs Proposal").
- g) Provide a total Cost Statement (submit in the separate envelope marked "Costs Proposal").

6.03 Offeror's Schedule of Professional Hours and Fees and Proposed Hours/ Rates In a separate envelope marked "Costs Proposal":

List estimated hours and rate by class of employee (Partner, Seniors, etc.)

Employee Class	No. of Hours	Percentage of Total	Hourly Billing Rate*	Extended Rate No. Of Hours x Hourly Rate
Partners/Principals				
Managers/Supervisors				
Staff				
TOTAL PROPOSED		100%		
HOURS/COSTS				

^{*}The hourly billing rate reflected in this space should be an "all-inclusive hourly rate" and should include all additional incidental costs associated with the performance of the contract resulting from this RFP, including, but not limited to, travel, lodging, per diem, phone, etc..

6.04 Offeror's Total Cost Statement

Submit in a separate envelope and file marked "Costs Proposal":

On firm letterhead, submit a statement in this format, signed by a member authorized to bind the firm:

Date
Kris Curtis
Legislative Auditor
PO Box 113300
Juneau, AK 99811-3300
Dear Ms. Curtis:
We hereby propose to perform the analysis of the Alaska Office of Children's Services management structure. We propose a maximum of professional hours and a maximum of \$ in professional fees to complete this engagement.
FIRM
BY
ΓΙΤLE
PHONE
EMAIL

6.05 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section Seven (Evaluation Criteria).

SECTION SEVEN

Evaluation Criteria

It is the Division's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below. The total number of points used to score the responses is 100.

a) Technical experience of the firm and understanding of the work to be performed – 35 Percent

The number of years the firm has been performing engagements of the type under consideration should be included in the proposal. The quality and completeness of the project approach and understanding of the project will be evaluated.

b) Qualifications and previous experience of staff to be assigned to the project – 35 Percent

Education, position in the firm, and years and types of experience will be considered. Evaluation will be determined based on the resumes submitted. An estimate of the number of hours for each person assigned to the engagement (both field staff and supervisory personnel) should be included in the proposal including staff from a subcontractor. The experience and education of staff assigned to the engagement will be considered to determine the ranking on this element.

c) Contract Cost – 30 Percent

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 formula listed below. All Offerors that qualify as an Alaska Bidder will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Procurement Manager will be calculating this section of the evaluation criteria.

Formula for Converting Cost to Points

([PRICE OF LOWEST COST PROPOSAL] \times [MAXIMUM POINT FOR COST]) DIVIDED BY (COST OF EACH HIGHER PRICED PROPOSAL)