

# REQUEST FOR PROPOSALS



## **RETURN THIS PROPOSAL TO:**

**DIVISION OF LEGISLATIVE AUDIT**

**Attn: JC Kestel**

**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. 26-33-04**

## **MARKETING AND MEDIA SERVICES**

**SEALED PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS OR MUST BE EMAILED TO [LAA.PROCUREMENT@AKLEG.GOV](mailto:LAA.PROCUREMENT@AKLEG.GOV) BY 2:00 P.M. ALASKA TIME ON APRIL 7, 2026.**

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>.

**IMPORTANT NOTICE:** You must register with the Procurement Manager listed in this document to receive subsequent amendments to this Request for Proposals (RFP), whether you received this RFP from the State of Alaska's "Online Public Notice" (OPN) 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: [LAA.Procurement@AKLeg.gov](mailto:LAA.Procurement@AKLeg.gov)

**TABLE OF CONTENTS**

**INTRODUCTION AND INSTRUCTIONS ..... 4**

1.01 PURPOSE OF THE RFP .....4

1.02 PROPOSAL SUBMISSION, DELIVERY, AND ACCEPTANCE .....4

1.03 PHOTOCOPIES .....5

1.04 RFP AND CONTRACT SCHEDULE .....5

1.05 HUMAN TRAFFICKING .....5

1.06 AMERICANS WITH DISABILITIES ACT .....6

1.07 REVIEW OF RFP .....6

1.08 QUESTIONS RECEIVED PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....6

1.09 AMENDMENTS .....6

1.10 RIGHT OF REJECTION .....7

1.11 NUMBER OF PROPOSALS; ALTERNATE PROPOSALS .....7

1.12 DISCLOSURE OF PROPOSAL CONTENTS .....7

1.13 SUBCONTRACTORS .....8

1.14 JOINT VENTURES .....8

1.15 OFFEROR’S CERTIFICATION .....9

1.16 CONFLICT OF INTEREST .....9

1.17 PROJECT DIRECTOR .....9

1.18 ASSIGNMENT/TRANSFER .....10

1.19 BINDING ON SUCCESSORS .....10

1.20 DISPUTE .....10

1.21 VENUE AND APPLICABLE LAW .....10

1.22 SEVERABILITY .....10

1.23 PROCUREMENT PROCEDURES .....10

1.24 RECORDS; AUDIT .....10

1.25 MATERIALS AND PROCESSES COVERED BY PATENTS, TRADEMARKS, OR COPYRIGHTS .....10

1.26 OWNERSHIP AND REUSE OF DOCUMENTS .....11

1.27 COVERAGE UNDER THE ETHICS LAW .....11

1.28 CANCELLATION OF SOLICITATION .....11

**STANDARD PROPOSAL INFORMATION ..... 12**

2.01 AUTHORIZED SIGNATURE .....12

2.02 U.S. FUNDS .....12

2.03 TAXES .....12

2.04 AMENDMENTS TO PROPOSALS .....12

2.05 SUPPLEMENTAL TERMS AND CONDITIONS .....12

2.06 CLARIFICATION OF OFFERS .....12

2.07 PRIOR EXPERIENCE .....13

2.08 EVALUATION OF PROPOSALS .....13

2.09 FEDERAL TAX ID .....13

2.10 ALASKA BUSINESS LICENSE, LEGAL ENTITY AND OTHER REQUIRED LICENSES .....13

2.11 ALASKA BIDDER PREFERENCE .....14

2.12 FORMULA USED TO CONVERT COST TO POINTS .....14

2.13 CONTRACT NEGOTIATION .....15

2.14 NOTICE OF INTENT TO AWARD – OFFEROR NOTIFICATION OF SELECTION .....16

2.15 PROTEST .....16

2.16 PRE-PROPOSAL TELECONFERENCE .....16

<b>STANDARD CONTRACT INFORMATION .....</b>	<b>17</b>
3.01    FORMAT OF CONTRACT.....	17
3.02    CONTRACT APPROVAL .....	17
3.03    PROPOSAL AS A PART OF THE CONTRACT .....	17
3.04    ADDITIONAL TERMS AND CONDITIONS.....	17
3.05    APPLICABLE LAW .....	17
3.06    INSURANCE REQUIREMENTS.....	17
3.07    CONTRACT FUNDING AND BUDGET .....	18
3.08    CONTRACT PAYMENT .....	18
3.09    CONTRACT PERSONNEL.....	18
3.10    INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	19
3.11    TERMINATION OF CONTRACT .....	19
3.12    BREACH OF CONTRACT .....	19
3.13    INDEMNIFICATION.....	19
3.14    CONTRACT AMENDMENTS.....	19
3.15    CONTRACT CHANGES – UNANTICIPATED AMENDMENTS.....	20
3.16    NONDISCLOSURE AND CONFIDENTIALITY .....	20
<b>BACKGROUND INFORMATION .....</b>	<b>21</b>
4.01    BACKGROUND.....	21
<b>SCOPE OF WORK.....</b>	<b>22</b>
5.01    SCOPE OF WORK – OBJECTIVES .....	22
5.02    SCOPE OF WORK DELIVERABLES .....	22
<b>PROPOSAL FORMAT AND CONTENT .....</b>	<b>24</b>
6.01    PROPOSAL FORMAT .....	24
6.02    TECHNICAL PROPOSAL CONTENT .....	24
6.03    COST PROPOSAL.....	25
6.04    EVALUATION OF PROPOSALS.....	25
<b>EVALUATION CRITERIA .....</b>	<b>26</b>
7.01    UNDERSTANDING OF THE PROJECT AND METHODOLOGY (20 PERCENT) .....	26
7.02    EXPERIENCE AND QUALIFICATIONS (35 PERCENT) .....	26
7.03    COST (45 PERCENT).....	26

## SECTION ONE

### **Introduction and Instructions**

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#### **1.01 Purpose of the RFP**

The State of Alaska Division of Legislative Audit (DLA) is soliciting for a person or firm with expertise and experience in providing marketing and media services to complete specific projects and provide training.

#### **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 26-33-04.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 is **50 MB (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 50 megabytes and each email must comply with the requirements described above. Please note that email transmission is not instantaneous; the Procurement Manager recommends sending proposals with enough time to ensure delivery by the deadline for receipt of proposals.

DLA 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, (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 or any signed amendments are not received prior to the closing date and time.

### **1.03 Photocopies**

Photocopied proposals are allowed.

### **1.04 RFP and Contract Schedule**

The RFP and Contract schedule set out herein represents DLA's best estimate of the schedule that will be followed. All dates are approximate and subject to change. 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 DLA.

The estimated schedule, which is subject to change, is as follows:

<b>March 12, 2026</b>	Issue RFP
<b>March 19, 2026</b>	Pre-Proposal Teleconference
<b>March 27, 2026</b>	Deadline for Written Questions
<b>April 7, 2026</b>	Deadline for Receipt of Proposals
<b>April 22, 2026</b>	DLA issues Notice of Intent to Award a Contract
<b>May 5, 2026</b>	Contract signed by DLA

This RFP does not, by itself, obligate DLA. DLA's obligation will commence when the Contract is approved by the Legislative Auditor. Upon written notice to the Contractor, DLA may set a different starting date for the Contract. DLA 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 as defined in the Contract.

The length of the Contract will be from the date the Contract is signed by the Legislative Auditor until project completion. Project completion is estimated to be approximately August 31, 2026.

### **1.05 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 DLA prior to Contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/reports-office-to-monitor-and-combat-trafficking-in-persons>.

If an Offeror fails to comply with this paragraph, DLA 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.

### **1.06 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, or special modifications to submit a proposal should contact the Procurement Manager no later than seven days prior to the deadline for receipt of proposals to make any necessary arrangements. If a request for special arrangements is received less than seven days prior to the deadline for receipt of proposals, DLA will attempt to accommodate the request.

### **1.07 Review of RFP**

Offerors should carefully review this RFP, without delay, for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Manager at least ten days prior to the deadline for receipt of proposals. This will help prevent opening a defective RFP 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 RFP, may be disallowed if the Offeror has not brought these faults to the attention of the Procurement Manager, in writing, ten 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.

### **1.08 Questions Received Prior to Deadline for Receipt of Proposals**

All questions must be directed to the Procurement Manager listed on the first page of this RFP. Offerors or their agents may not contact any member of the Proposal Evaluation Committee (PEC) or their staff or any member of the Legislature or their staff regarding this RFP.

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. The second type is a question requiring the Procurement Manager to clarify or interpret part of the RFP or its intent must be submitted in writing. Responses to this type of question will be given in writing via amendment to the RFP.

These questions should be received by the Procurement Manager at least ten days prior to the deadline for receipt of proposals.

### **1.09 Amendments**

If an amendment to this RFP is issued, it will be posted to the State of Alaska's Online Public Notice (OPN) website and a courtesy notice may be provided to all who have registered with the

Procurement Manager. However, it remains the Offeror's responsibility to check the OPN for any updates or amendments.

### **1.10 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, or performance requirements of this RFP.

Offerors may not qualify or restrict the rights of DLA. If an Offeror does so, the Procurement Manager may declare the proposal to be non-responsive 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 rejection is in the best interest of DLA, as provided in sec. 130 of the Alaska Legislative Procurement Procedures.

### **1.11 Number of Proposals; Alternate Proposals**

Only one (1) proposal per Offeror will be evaluated. If an Offeror submits more than one (1) proposal for evaluation, all prior proposals received by the Offeror will be rejected. See paragraph 2.04 (Amendments to Proposals) for instructions to amend a proposal submitted prior to the deadline for receipt of proposals.

Proposals that are not responsive to the type of work described in this RFP will be rejected.

### **1.12 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of DLA and may be returned only at DLA's option. All proposal information, including detailed price and cost information, will be confidential during the evaluation process and prior to the time a Notice of Intent to Award a Contract (NIA) is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary information contained in proposals may be held confidential if (1) the Offeror requests, in writing, that the information be held confidential; and (2) the Procurement Manager agrees, in writing, to hold the information confidential. A request to hold information confidential under this paragraph must be included with the Offeror's proposal, must clearly identify the information the Offeror wishes 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 NIA is issued.

### **1.13 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 DLA'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 performing;
- e) evidence that the subcontractor holds a valid Alaska business license
- f) 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.

An Offeror's failure to provide this information, within the time set, may cause DLA 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 paragraphs 3.05 (Applicable Law) and 3.06 (Insurance Requirements) of this RFP.

### **1.14 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.

### **1.15 Offeror's Certification**

By signature on the proposal, an Offeror certifies that:

- a) the Offeror will comply with the laws of the State of Alaska;
- b) the Offeror will comply with the applicable portions 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 ninety (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 requirement of this paragraph, DLA reserves the right to disregard the proposal, terminate the Contract, or consider the Contractor in default under the Contract.

### **1.16 Conflict of Interest**

Each proposal shall include a statement indicating whether or not the Offeror or any individuals working on the Contract has a possible conflict of interest and if so, the nature of that conflict. Examples of conflicts of interest include but are not limited to: the individual is currently employed by the State of Alaska; was employed by the State of Alaska within the past five years; or is currently providing services or proposing to provide services to the State, a political subdivision of the State, or a public corporation of the State.

DLA 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 Offeror. DLA's determination regarding any questions of conflict of interest is final.

### **1.17 Project Director**

The administration of the Contract is the responsibility of the Project Director. The Project Director shall be named in the Contract but may be changed at any time at DLA's discretion. DLA shall provide written notice to the Contractor of any change to the Project Director. References to the "Project Director" in this RFP refer to the individual named in the Contract, as described in this paragraph.

### **1.18 Assignment/Transfer**

Assignment or transfer of the Contract is subject to sec. 160 of the Alaska Legislative Procurement Procedures.

### **1.19 Binding on Successors**

Subject to paragraph 1.18 (Assignment/Transfer) and paragraph 1.22 (Severability) of this RFP, the Contract and all the covenants, provisions, and conditions contained in the Contract shall inure to the benefit of and be binding upon the successors and assignees of the Contractor and DLA.

### **1.20 Dispute**

The Contract is governed by the laws of the State of Alaska and the Alaska Legislative Procurement Procedures. If the Contractor has a claim arising in connection with the Contract that cannot be resolved by mutual agreement, the claim will be resolved under sec. 350 of the Alaska Legislative Procurement Procedures.

### **1.21 Venue and Applicable Law**

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

### **1.22 Severability**

If any provision of the Contract is declared by a court to be illegal or in conflict with any law, DLA and the Contractor shall be bound by the remainder of the Contract without the provision.

### **1.23 Procurement Procedures**

This RFP is subject to the Alaska Legislative Procurement Procedures. A copy of the Alaska Legislative Procurement Procedures can be obtained from the website link located on page one (1) of this RFP or a copy may be requested by emailing the Procurement Manager listed on page one (1) of this RFP.

### **1.24 Records; Audit**

The requirements in this paragraph are in addition to any other records required by this RFP. The Contractor shall accurately maintain detailed time records that state the date and detail of the work done and identify the individual(s) that did the work for any labor hours invoiced under the Contract. The Contractor shall also keep any other records that are required by the Contract or the Project Director. The records required by this paragraph are subject to inspection by DLA at all reasonable times.

### **1.25 Materials and Processes Covered by Patents, Trademarks, or Copyrights**

If the Offeror employs any design, device, material, or process covered by a patent, trademark, or copyright not held by the Offeror, it is the Offeror's responsibility to obtain permission to use the design, device, material, or process from its owner. The Offeror shall indemnify, hold harmless, and defend the Legislature, the State of Alaska, DLA, the officers, agents, and employees of the Legislature and DLA, and any affected third party from any and all claims for infringement by reason of the use of patented design, device, material or process, or any trademark or copyright, and for any costs, expenses, and damages due to infringement at any time during the work or after the completion of the work.

### **1.26 Ownership and Reuse of Documents**

All data, documents, reports, material, and other items generated as a consequence of work done under the Contract are the property of DLA. 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 DLA, and DLA will be the owner of the copyright for these items. Upon completion of the work or termination of the Contract, all items shall be delivered to the Project Director. Offeror acknowledges that all the items are the property of DLA.

### **1.27 Coverage Under the Ethics Law**

Certain provisions of AS 24.60 (the Legislative Ethics Act) apply to legislative contractors. It is the responsibility of the Contractor to review AS 24.60 and remain compliant with all applicable provisions of AS 24.60 throughout the term of the Contract.

### **1.28 Cancellation of Solicitation**

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

## **SECTION TWO**

### **Standard Proposal Information**

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#### **2.01 Authorized Signature**

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals made in accordance with the RFP shall constitute a continuing offer that will remain open for ninety (90) days after the deadline for receipt of proposals in response to this RFP even if, during the ninety (90) days, the NIA to another Offeror is issued or a Contract is entered into with another Offeror.

#### **2.02 U.S. Funds**

Prices quoted shall be in U.S. funds.

#### **2.03 Taxes**

The Contractor is responsible for all local, state, or federal taxes. All proposals shall be submitted exclusive of federal, state, and local taxes.

#### **2.04 Amendments to Proposals**

Except as specifically allowed in this paragraph, amendments to or withdrawals of proposals will only be allowed if requests are received before the deadline for receipt of proposals. Amendment or withdrawal will not be accepted after the deadline unless the amendment or withdrawal is in response to a request made by DLA.

#### **2.05 Supplemental Terms and Conditions**

Proposals must comply with paragraph 1.10 (Right of Rejection) of this RFP. If DLA fails to identify or detect a term or condition in a proposal that conflicts with this RFP or that diminishes DLA's rights under the Contract resulting from the RFP, the conflicting term or condition will be severed from the Contract and unenforceable.

After award of Contract, unless otherwise specified in the Contract:

- a) if there is a conflict 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 (1) the RFP or the proposal, and (2) the Contract, the Contract will govern; and
- c) if DLA's rights would be diminished as a result of a term or condition included in the proposal, the term or condition will be considered unenforceable.

#### **2.06 Clarification of Offers**

In order to determine if a proposal is susceptible for award, communications by the Procurement Manager on behalf of 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 may be adjusted as a result of clarification under this paragraph.

### **2.07 Prior Experience**

In order for offers to be considered responsive, Offerors must have extensive experience in building websites using WordPress and in working in social media platforms X, Facebook, and LinkedIn.

An Offeror's failure to meet the minimum experience requirements will cause its proposal to be considered non-responsive and the proposal will be rejected.

### **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 establish a new date and time for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **2.09 Federal Tax ID**

An Offeror must submit a valid Federal Tax ID to DLA within five working days after the date of DLA's request.

### **2.10 Alaska Business License, Legal Entity 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, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. If claiming the Alaska Bidder Preference, a copy of the business license must be included with the proposal. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing or visit their website: [https://www.commerce.alaska.gov/web/](https://www.commerce.alaska.gov/web/businesslicense@alaska.gov); phone: (907) 465-2550; email: [businesslicense@alaska.gov](mailto:businesslicense@alaska.gov); mailing: P.O. Box 110806, Juneau, Alaska 99811-0806 for information on the license. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- a) copy of an Alaska business license;
- b) certification on the proposal that the Offeror has a valid Alaska business license, and inclusion of the license number in the proposal;
- c) a canceled check or other proof of payment of the Alaska business license fee;
- d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e) a sworn and notarized affidavit that the Offeror has applied and paid for the Alaska business license.

Prior to the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska statutes or regulations.

### **2.11 Alaska Bidder Preference**

If an Offeror qualifies for the Alaska Bidder Preference, the Offeror will receive a preference of five percent applied to the Offeror's total cost proposal before points are calculated in accordance with paragraph 2.12 (Formula Used to Convert Cost to Points) of this RFP. The Alaska Bidder 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 paragraph.

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

### **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 Bidder's 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 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.

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

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.**

$$\begin{array}{r} \$40,000 \\ \text{Lowest Cost} \end{array} \times \begin{array}{r} 25 \\ \text{Max Points} \end{array} = 1,000,000 \div \begin{array}{r} \$42,750 \\ \text{Offeror \#2} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} = \begin{array}{r} 23.4 \\ \text{Points} \end{array}$$

**Offeror #3 receives 21.1 points.**

$$\begin{array}{r} \$40,000 \\ \text{Lowest Cost} \end{array} \times \begin{array}{r} 25 \\ \text{Max Points} \end{array} = 1,000,000 \div \begin{array}{r} \$47,500 \\ \text{Offeror \#3} \\ \text{Adjusted By} \\ \text{The Application Of} \\ \text{All Applicable} \\ \text{Preferences} \end{array} = \begin{array}{r} 21.1 \\ \text{Points} \end{array}$$

**2.13 Contract Negotiation**

After issuing the Notice of Intent to Award, the Legislative Auditor may elect to initiate contract negotiations with the Offeror selected for the award. The option of whether or not to initiate contract negotiations rests solely with the Legislative Auditor.

The Legislative Auditor may terminate negotiations with a successful Offeror who has been selected for award on the Notice of Intent to Award, and may commence negotiations with another Offeror, if the successful Offeror:

- a) fails to provide the information required to begin negotiations in a timely manner;
- b) fails to negotiate in good faith;
- c) indicates they cannot perform a contract within the budgeted funds available for the project; or
- d) cannot come to terms after a good faith effort to negotiate with DLA.

#### **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 (NIA) and send copies to all Offerors. The NIA 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 sec. 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 Thursday, March 19, 2026, 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 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 detail on information given during the teleconference to potential Offerors who do not attend the teleconference. Prior to the meeting, participants should read the RFP and come prepared to discuss any concerns and ask questions.

Questions asked during the teleconference will be answered in accordance with paragraph 1.08 (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**

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#### **3.01 Format of Contract**

The Contract will be in the format desired by DLA.

#### **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). DLA 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**

DLA 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 must have all licenses and permits required by applicable federal, state, or municipal law for performance of the Contract.

#### **3.06 Insurance Requirements**

Without limiting indemnification responsibilities under paragraph 3.13 (Indemnification) or paragraph 1.25 (Materials and Processes Covered by Patents, Trademarks, or Copyrights), 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, DLA is entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the 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 DLA with satisfactory evidence of insurance, or to notify DLA of the lapse of, or material change in, the policy, is a material breach of the Contract 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.

A Contractor who is an entity without employees may satisfy the workers' compensation requirements of this paragraph by submitting a signed letter stating that the Contractor is an entity without employees and that if at any time during the term of the Contract, one or more employees are hired, the Contractor will purchase, at its own expense, and maintain in force at

all times workers' compensation insurance for the employee or employees and submit proof of the workers' compensation insurance to the Project Director.

**Commercial General Liability Insurance:** Covering all business premises of, and operations by or on behalf of, the Contractor 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 DLA, the insurance policy shall name DLA as an additional insured.

**Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of work under this Contract 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 DLA 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 Project Director for the life of the Contract.

### **3.07 Contract Funding and Budget**

Funds are available in an appropriation to pay for DLA's monetary obligations under the Contract through June 30, 2026. The availability of funds to pay for DLA's monetary obligations under the Contract after June 30, 2026, is contingent upon appropriation by the Legislature of funds to pay for work conducted from July 1, 2026, through the end of the Contract. In addition to any other right of DLA under the Contract to terminate the Contract, if, in the judgment of DLA, sufficient funds are not appropriated, the Contract will be terminated by DLA, or amended, without liability of DLA for the termination or amendment. To terminate under this paragraph, the Project Director shall provide written notice of the termination to the Contractor and the Contract will be terminated under paragraph 3.11 (Termination of Contract) of this RFP.

### **3.08 Contract Payment**

No payment will be made until after a billing is approved by the Project Director. If a payment is not made within 90 days after DLA has received properly approved billing, DLA shall pay interest on the unpaid balance of the billing at the rate of 1.5 percent per month from, and including, the 91<sup>st</sup> day through the date payment is made. A payment is considered made on the date it is mailed or personally delivered to the Contractor.

DLA 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 Contract Personnel**

During the Contract, any work performed and billed by the Contractor must be performed by the Contractor personnel named in the proposal. Any changes to the Contractor personnel named in the proposal must be approved, in advance and in writing, by the Project Director prior to the

commencement of work. Personnel changes that are not approved by the Project Director may be grounds for DLA to terminate the Contract or reject invoices based on work by non-approved personnel.

### **3.10 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. DLA may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. The Project Director may instruct the Contractor to make corrections or modifications, if needed, in order to accomplish the Contract's intent. The Contractor will not unreasonably withhold such changes.

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

### **3.11 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 Project Director shall provide notice by email or delivery of a hard copy to the Contractor; the method selected for notice is at the sole discretion of the Legislative Auditor. If the Contract is terminated and the termination is not based on a breach by the Contractor, DLA 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 DLA with a written statement containing a description, including, but not limited to, the detailed records required by paragraph 1.24 (Records; Audit) of the services provided prior to contract termination and any other records requested by the Project Director.

### **3.12 Breach of Contract**

In case of a breach of the Contract by the Contractor, for whatever reason, DLA may procure the services from other sources and hold the Contractor responsible for damages resulting from the breach.

### **3.13 Indemnification**

The Contractor shall indemnify, hold harmless, and defend DLA, the Alaska State Legislature, officers, agents, and employees of DLA and the Alaska State Legislature 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 Contractor that occurs on or about DLA's or State of Alaska premises or that relates to the Contractor's performance of its contractual obligations.

### **3.14 Contract Amendments**

In addition to any other amendments 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 written agreement of the parties.

### **3.15 Contract Changes – Unanticipated Amendments**

During the course of the Contract, DLA may request the Contractor to perform additional work. That work will be within the general scope of the 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 Project Director will provide the Contractor with 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 Project Director has secured all required approvals necessary for the amendment and DLA and the Contractor have signed a written contract amendment.

### **3.16 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 resulting Contract and shall not disseminate or allow dissemination of confidential information except as provided for in this paragraph. 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, or use by third parties of the confidential information. “Reasonable care” includes compliance by the Contractor with all applicable federal and state laws, including the Social Security Act and the Health Insurance Portability and Accountability Act (HIPAA). The Contractor must promptly notify DLA in writing if it becomes aware of any improper storage, disclosure, loss, unauthorized access to, or use of any confidential information.

Confidential information, as used in this RFP, means any data, files, software, IT system information, or materials (whether prepared by the State, DLA, 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. Examples of confidential information include but are not limited to Personally Identifiable Information (PII), Health Insurance Portability and Accountability Act (HIPAA) data, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

## SECTION FOUR

### **Background Information**

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#### **4.01 Background**

DLA serves as the State of Alaska's independent auditor. Its webpage was built on the WordPress platform in 2013 and updated in 2020. The website does not provide metrics such as traffic or engagement. In addition to the webpage, there are three main DLA social media platforms: X and Facebook, which can be accessed through the website, and LinkedIn.

DLA also serves as fiscal support to the Legislative Budget and Audit Committee (LBAC) which includes maintaining its website. The LBAC website was built in the same manner and updated at the same time as DLA's website. The website does not provide metrics such as traffic or engagement.

On April 24, 2024, the Federal Register published the Department of Justice's final rule updating its regulations for Title II of the Americans with Disabilities Act (ADA). The final rule has specific requirements about how to make sure that web content and mobile applications (apps) are accessible to people with disabilities. In accordance with the final rule, DLA's and the LBAC's web content and mobile applications must meet the requirements. The specific technical standard that must be followed to meet the obligations under Title II of the ADA is found in the Web Content Accessibility Guidelines (WCAG) Version 2.1 Level AA. WCAG is a set of guidelines that describes what is needed for web accessibility, such as requirements for captions for videos.

## SECTION FIVE

### Scope of Work

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#### 5.01 Scope of Work – Objectives

By working directly with the Project Director, the Contractor will create a brand identity upon which all marketing and media design will be based. The Contractor will refresh the DLA and LBAC webpages to comply with WCAG Version 2.1 Level AA and provide traffic and engagement metrics. Branding and web design must be approved the Legislative Auditor prior to moving forward with updating the DLA and LBAC webpages. The Contractor will create press and audit release email templates and update social media platforms to incorporate the new branding. Further, the Contractor will provide training to DLA staff on converting pdf documents to documents that comply with WCAG Version 2.1 Level AA and ensuring social media posts comply with the guidance.

All images/photos and other materials generated as a consequence of work done under this project will become property of DLA.

#### 5.02 Scope of Work Deliverables

Create a brand identity: The DLA brand identity is the collection of tangible and intangible elements (like logos, colors, voice, values, mission) that an entity creates to form a distinct personality and image, shaping how customers perceive it and differentiate it from competitors, ultimately building recognition, trust, and loyalty. Essentially, a brand identity is the personality of DLA’s business and a promise to its customers (legislators, state agency management, and the general public). The brand identity must be approved by the Legislative Auditor prior to incorporating the new branding into the web site or social media platforms. DLA’s branding will also be incorporated into the Committee’s website, similar to what has been done in the past. DLA’s and the Committee’s websites can be viewed at <https://legaudit.akleg.gov/> and <https://lba.akleg.gov/> respectively.

Website Design Assistance – both DLA and LBAC websites

- Update website layouts to incorporate new branding.
- Install analytic tools to provide traffic and engagement data.
- Update web design to comply with WCAG Version 2.1 Level AA.

Social Media refresh and ADA compliance –DLA social media platforms

- Incorporate the newly created brand.
- Ensure social media platforms comply with federal social media security best practices and WCAG 2.1 Level AA.

DLA Press Release Email Templates: Create email templates to announce the release of audits to legislators and members of the press. The templates should accommodate varying numbers of audits. The announcements should allow a reader to click on the audit title to view the audit on the division website. Specifically:

- Be no larger than 500 KB in size.

- Be in a format that does not trigger email filters.
- Incorporate the newly created brand.
- Present information in an interesting manner that encourages the recipient to click on the audit links.
- Communicate how questions can be asked and hardcopy audits can be requested.
- Provide links to social media platforms.
- Allow recipients to unsubscribe.

#### DLA Training

- Advise on the best software to convert DLA reports created with InDesign into ADA compliant documents to be viewed via the DLA webpage.
- Provide up to 20 hours of training on converting reports that will include the conversion of several reports that are currently available via the webpage.
- Provide training on how to ensure social media postings are ADA compliant

## SECTION SIX **Proposal Format and Content**

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### **6.01 Proposal Format**

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

- (a) one original hard copy and a USB flash drive containing a print-ready electronic PDF version of their technical proposal and one original hard copy of their Cost Proposal to the Issuing Office by mailing or hand delivery to the address listed on page 1 of this RFP; or
- (b) one PDF version via email per the instructions in paragraph 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 Content**

In order to be a responsive bidder, the Offeror must provide sufficient information related to the following three 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 DLA. 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 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 ninety (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 paragraph 1.15 (Offeror's Certification) and paragraph 1.16 (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 form 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 DLA should contact regarding the proposal.



## **SECTION SEVEN**

### **Evaluation Criteria**

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The total number of points used to score proposals is 100. All proposals should be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below

#### **7.01 Understanding of the Project and Methodology (20 Percent)**

Proposals will be evaluated against the questions set out below:

- a) How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b) How well has the Offeror identified pertinent issues and potential problems related to the project?
- c) To what degree has the Offeror demonstrated an understanding of the deliverables?
- d) Has the Offeror demonstrated an understanding of the time schedule and an ability to meet it?
- e) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

#### **7.02 Experience and Qualifications (35 Percent)**

Experience and qualifications will be a 35 percent evaluation factor.

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Do the individuals assigned to the project have experience working together on similar projects?
- c) To what extent does the Offeror have relevant experience conducting similar scopes of work?
- d) Did the Offeror provide three examples of similar projects?

#### **7.03 Cost (45 Percent)**

Cost will be a 45 percent evaluation factor.

#### Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. All Offerors that qualify as an Alaska Bidder will receive a five percent bidder's preference. This preference will be given before converting the cost to points.

The lowest priced proposal will receive the maximum number of points allocated to cost. Cost point allocation for other proposals will be determined by the following

$$\text{(Lowest Cost Proposal x Maximum Points for Cost) / Cost of Each Higher Priced Proposal} \\ = \text{TOTAL POINTS for Cost}$$