



STATE OF ALASKA
Department of Administration
Division of Administrative Services
333 Willoughby Avenue 10th floor
Juneau, AK 99801

Request for Proposals

RFP 2013-0200-1924

Date of Issue: June 12, 2013

Title and Purpose of RFP:

**INVESTIGATOR SERVICES FOR THE OFFICE OF
PUBLIC ADVOCACY (OPA)**

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the Procurement Officer listed in this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

David Bohna
Procurement Officer
Department of Administration
david.bohna@alaska.gov

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit written proposals in sealed packages to the Procurement Officer. The proposal will consist of 2 portions, the Technical Proposal and the Cost Proposal. Offerors will only need to submit one original Technical Proposal and Cost Proposal.

The Technical Proposal and the Cost Proposal must be sealed separately (but both can be in the same shipping container) and each must be clearly identified on the outside of its sealed package. No pricing information shall be included in the Technical Proposal. Your proposal should not be stapled or hardbound to facilitate easy reproduction.

Proposal submission packages must be labeled as follows:

State of Alaska
Department of Administration
Division of Administrative Services
Attention: David Bohna
Request for Proposal (RFP) Number: 2013-0200-1924
Project Name: OPA Investigator Services

If using U.S. Mail, use the following address:

State of Alaska
Department of Administration
Division of Administrative Services
P.O. Box 110208
Juneau, AK 99811-0208

If using a delivery service such as Fed Ex or UPS, please use the following address:

State of Alaska
Division of Administrative Services
Commissioner's Office
10th Floor, State Office Building
333 Willoughby Avenue
Juneau, AK 99801

Proposals must be received no later than **4:30 P.M., Alaska Time on, July 3, 2013**. Faxed, emailed, and oral proposals will not be accepted. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

All questions concerning this RFP must be directed to the Procurement Officer:
David Bohna Email: david.bohna@alaska.gov

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

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule (such as the opening date) is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be for one (1) year from the date of award with five one (1) year optional renewals. Renewal options will be exercised solely by the state.

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

The approximate contract schedule is as follows:

- Issue RFP **June 12, 2013**;
- Deadline for receipt of proposals 4:30 pm, Alaska Time, **July 3, 2013**;
- Contract start **August 1, 2013**;

1.03 Purpose of the RFP

OPA is seeking proposals from qualified Offerors to provide investigative services at the direction of OPA staff and Contract Attorneys for clients of OPA including criminal defendants, parents in child-in-need-of-aid proceedings, juvenile delinquencies, and respondents in protective proceedings throughout the State of Alaska (SOA).

1.04 Budget

The budget is estimated to be between \$257,500 and \$1,545,000 for the duration of this contract including all renewal options. All contract funding is contingent upon appropriation to individual state agencies from the Alaska Legislature. The state does not guarantee any minimum or maximum amount of available funding or work resulting from this contract.

1.05 Location of Work

The location work is to be performed are Anchorage, Juneau, Fairbanks and other cities throughout the state of Alaska.

The State will not provide a full-time, on-site work space and/or full-time access to the State of Alaska facilities required for performing the job duties associated to the contract.

All associated approved costs to perform under the resulting contract of this RFP will be reimbursed. Individual costs such as travel, lodging, and trip expenses may be appropriated differently if requested. All travel related costs will be paid in accordance with the Alaska Administrative Manual (AAM).

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

If the Offeror cannot certify that all work will be performed in the United States, the Offeror must contact the Procurement Officer in writing to request a waiver **at least ten (10) days** prior to the deadline for receipt of proposals.

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

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

1.06 Human Trafficking

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

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

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

1.07 Assistance to Offerors with a Disability

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

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer **at least ten (10) days before** the proposal opening. This will allow issuance of any necessary amendments to correct the material. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, **at least ten (10) days before** the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the Procurement Officer.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. The other questions may be more complex and require a written amendment to the RFP. The Procurement Officer will make that decision.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Procurement Officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.11 Alternate Proposals

Offerors may only submit **one (1) proposal** for evaluation.

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

1.12 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the Procurement Officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended Offeror will be rejected.

1.13 State Not Responsible for Preparation Costs

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

1.14 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 Subcontractors

Subcontractors may be used to perform work under this 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 may perform.

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 state'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 holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An Offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it.

After contract award, subcontractors may not be substituted or added without the prior written approval of the Procurement Officer.

1.16 Joint Ventures

Joint ventures are acceptable and may be used to qualify for award under this RFP. If submitting a proposal as a joint venture, a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment must be submitted with the proposal. In addition, the joint venture agreement must specify which one of the venture partners is designated as the managing partner. The managing partner must be the venture's contact point for the state and will be responsible for the venture's performance under the contract.

1.17 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for **at least ninety (90) days**; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

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 two years) and, if so, the nature of that conflict. The Commissioner, Department of Administration, reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

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

1.20 Solicitation Advertising

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

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the Commissioner of Administration, and then only in coordination with the Procurement Officer.

1.22 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the Procurement Officer.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 Severability

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

1.25 Federal Requirements

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

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 opening date.

2.02 Pre-proposal Conference

No pre-proposal will be held.

2.03 Site Inspection

Site inspections are not required for this solicitation.

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

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

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

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

2.08 Prior Experience

In order for the proposal to be considered responsive, Offerors must demonstrate that they meet the minimum experience requirements listed below.

For the **100-Hour Anchorage/MatSu contract, the Fairbanks and Juneau contracts** an Offeror must have **five years** of investigative experience including investigating murder cases, Sexual Assault cases, Sexual Abuse of a Minor cases, and A Felony cases.

For the **50-Hour Anchorage/MatSu contract** an Offeror must have **two years** of investigative experience investigating up to at least B Felony criminal cases and experience investigating higher level A Felon cases and unclassified cases is a plus.

Offerors may not use the majority of experience from a sub-contractor to meet the minimum experience requirements.

At the time of contract, those investigators providing services in the Municipality of Anchorage and the City of Fairbanks must be licensed as a Private Investigator.

2.09 Evaluation of Proposals

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

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or **within five (5) days** of the state's request.

2.11 F.O.B. Point

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

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these

licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An Offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. 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 has included the license number in the proposal;
- (c) a canceled check for 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.

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

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

2.13 Application of Preferences

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

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference – AS 36.30.332

Recycled Products Preference – AS 36.30.337

Local Agriculture and Fisheries Products Preference – AS 36.15.050

Employment Program Preference – AS 36.30.170©

Alaskans with Disability Preference – AS 36.30.170(e)

Employers of People with Disabilities Preference – AS 36.30.170(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans

with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The Offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.14 Five (5) Percent Alaskan Bidder Preference

2 AAC 12.260 & AS 36.30.170

An Alaska Bidder Preference of five (5) percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (1) holds a current Alaska business license;
- (2) submits a proposal for goods or services under the name on the 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 organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of entities that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Affidavit:

In order to receive the Alaska Bidder Preference, proposals must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference in Response Proposal Registration Form (Attachment E).

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

2.15 Five (5) Percent Alaska Veteran Preference

AS 36.30.175

An Alaska Veteran Preference of five (5) percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170(b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit:

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference in Attachment E.

2.16 Formula Used to Convert Cost to Points

AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score.

The weighting of cost may be different in this particular RFP. See **Section SEVEN** 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
Offeror #3 - Alaskan Offeror	\$47,500

[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 30% (30 points) of the total of 100 points for cost.

Offeror #1 receives 30 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 30 points.

Offeror #2 receives 28.1 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 30 & = & 1,200,000 & \div & \$42,750 & = & 28.1 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 25.3 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 30 & = & 1,200,000 & \div & \$47,500 & = & 25.3 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 Alaskan Offeror's Preference

AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaskan Offerors a ten (10) percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan Offeror. Each Alaskan Offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan Offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rcccl} \mathbf{100} & \mathbf{x} & \mathbf{10\%} & \mathbf{=} & \mathbf{10} \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three Offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the Procurement Officer may negotiate with the highest ranked offeror(s). Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held in Juneau, Alaska, at a time and place specified by the Procurement Officer. The Offeror will be responsible for their travel and per diem expenses.

2.19 Failure to Negotiate

If a selected Offeror:

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

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

2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the Procurement Officer will issue a written Notice of Intent to Award (NIA) and send copies to all registered offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 Protest

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

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

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

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

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing by the procurement officer **within ten (10) days** after the date the Notice of Intent to Award the contract is issued.

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

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e. the form of relief requested.

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

The Procurement Officer will issue a written response to the protest. The response will set out the Procurement Officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of

the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

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

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract will be a **FIRM FLAT FIXED FEE** contract, calculated and based upon an hourly rate of \$55.00 per hour. Offerors may respond with a lower flat fixed fee based upon a calculation of a lower hourly rate but may not exceed the \$55.00 per hour calculated rate. If an Offeror proposes a lower fixed flat fee based upon a lower hourly rate in their cost schedule, this will be the rate paid for the life of the contract.

3.02 Assignment of Work

The State anticipates issuing multiple flat fee contracts for these services by area of expertise and location based on the minimum and maximum number of hours per month listed below. The contract payments will be a firm fixed cost based upon the number of minimum and maximum hours associated with the awarded contract. If the minimum active hours associated with the contract is not met within a given month then OPA has the option to request that the contract investigator handle a case outside of their typical base geographic judicial district. If the contractor chooses not to accept that request the flat rate per month will be reduced by the number of hours below the minimum hours at the hourly rate associated with the flat fee amount. If the maximum number of hours for a month has been met before the end of the month OPA has the authority to request that work be put on hold until the subsequent month or if requested and there is sufficient funding appropriated, the contractor will be paid the hourly rate associated with the flat fee contract for approved hours above the maximum monthly amount associated with the contract. All Contractors will be required to receive written prior approval from OPA to exceed the maximum number of hours per month.

Contracts will be awarded as follows:

Civil and Misdemeanor through Unclassified Felony (3 contracts)

Anchorage/MatSu: minimum of 90 and a maximum of 110 hours per month (\$5500 flat fee per month)

Civil and Misdemeanor through B Felony (1 contract)

Anchorage/MatSu: minimum of 45 and a maximum of 55 hours per month (\$2750 flat fee per month)

Civil and Misdemeanor through Unclassified Felony (1 contract)

Juneau: minimum of 35 and a maximum of 45 hours per month (\$2200 flat fee per month)

Civil and Misdemeanor through Unclassified Felony (1 contract)

Fairbanks: 15 hours per month (\$825 flat fee per month)

3.03 Contract Approval

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

3.04 Standard Contract Provisions

The contractor will be required to sign and submit the attached state's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal.

3.05 Proposal as a Part of the Contract

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

3.06 Additional Terms and Conditions

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

3.07 Insurance Requirements

The successful Offeror must provide proof of Workers' Compensation insurance prior to contract approval.

The successful Offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the Offeror's proposal in bulleted form of the issue and alteration request/suggestion.

3.08 Contract Funding

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation. Payment is subject to funds available.

3.09 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule agreed to by the state and the contractor. Each billing must consist of an invoice and progress report. No payment will be made until the identified deliverables, invoice, and progress report have been approved by the State Project Manager.

3.10 Contract Payment

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

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

3.11 Informal Debriefing

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

3.12 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the OPA Director or designee. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.13 Inspection & Modification – Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the State Project Manager. The state may employ all reasonable means to

ensure that the work is progressing and being performed in compliance with the contract. The State Project Manager may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes. The contractor must adhere to the corrections and/or modifications if not unreasonable upon request, at no additional cost or penalty (fee). Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified and documented portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A attached.

3.15 Contract Changes – Unanticipated Amendments

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

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

3.16 Contract Invalidation

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

3.17 Nondisclosure and Confidentiality

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

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

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

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

SECTION FOUR

BACKGROUND INFORMATION

4.01 Background Information

OPA's mission is to provide legal advocacy and guardian services to vulnerable Alaskans. In fulfilling that mission, OPA requires investigative services for the purpose of assisting assigned counsel, both staff and contract attorneys, in providing representation under A.S. 44.21.410(a) (4)-(5) for indigent criminal defendants, minors in juvenile delinquency proceedings, and parents in child-in-need-of-aid proceedings where the Public Defender Agency has a conflict that precludes that agency from representing the defendant and/or party. Investigative services may also be required for protective proceedings.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

OPA is soliciting proposals for investigative services in Juneau, Anchorage/Mat Su, and Fairbanks. The intent of this solicitation is to enter into multiple contracts to provide Investigative Services. Cases may range from Unclassified Felonies to Misdemeanors, as well as child-in-need-of-aid, protective, juvenile delinquency, and post conviction proceedings.

While the contractor(s) will most likely travel in the performance of their duties under the resulting contract(s), the contractor(s) will perform most services in the base area associated with the contract awarded.

5.01.01 Case Assignment/Protocol

Cases will be assigned on a case-by-case basis, depending on the contractor's areas of expertise and current workload. The OPA Director or designee reserves the right to assign all cases to the contractors. All work must be pre-approved by the Staff Attorney, including the number of hours authorized. The contractor(s) will not proceed with investigations until they receive a notice-to-proceed that authorizes the number of hours from OPA for that case.

5.01.02 Support Services

All clerical and administrative support services, except those specified below, are to be provided by the Offeror and included in the Offeror's flat fee rate.

5.01.03 Allowable Out-of-Pocket Expenses

The State will agree to reimburse the contractor(s) on a per-incident basis for actual pre-approved out-of-pocket expenses incurred under the resulting contract(s) from this RFP as follows:

<u>Service or Expense</u>	<u>Charge/Rate</u>
Reproduction	\$0.10 per page
Courier Services (Automobile Messenger, Overnight deliveries, Express Mail)	At cost
Postage	At cost
<u>Travel and Lodging</u>	
Hotel Accommodations	At cost
Air Fare	Not to exceed coach class fares
Cab Fare	At cost
Meals	Not to exceed maximum under State Administrative Manual

No reimbursement shall be made for any administrative, surcharge, or other overhead recovery fee, except as specified above. No reimbursement shall be made for alcoholic beverages, entertainment, or what might otherwise be considered normal living expenses. Receipts will be required to evident proof of the incurred expense(s).

5.01.04 Travel and Discovery Costs

No portion of the allotted hours associated to the individual contracts per Service Area will be designated for travel hours. The Contractor(s) will not bill the State for time in travel status, except for that time during which the individual has performed work on the State's matter while in travel status. Travel must be pre-approved by the OPA Director or designee prior to scheduling. Parking expenses will not be paid in the location where the investigator is based. Travel expenses will not be paid to those investigators in the MatSu area who will provide services in Anchorage, and those in Anchorage providing service in the MatSu area.

5.01.05 Pending Case Procedure

The Contractor(s) will be responsible for all cases assigned during the contract period until disposition is entered. If, at the end of the contract period, there are active pending cases, the contractors will be responsible for providing services until disposition is entered. If the contractor is not the successful offeror in subsequent solicitations(s), or opts not to submit a bid, an amendment will be prepared for continued services in active pending cases at the rates established in this contract on a month-to-month basis.

5.02 Records Retention

The Contractor(s) will be required to maintain and store the files and records of all cases in which work is performed for the entire period of performance under the contract(s). At the close of the contractual relationship with OPA, the contractors will be required to turn over these materials in accordance with the OPA Director or designee's instructions. The transfer of the files and further storage will be at OPA's expense.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 General Directions and Instructions

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

So that the State can fairly and expeditiously evaluate all proposals, a uniform format is established. The minimum required content for each section of the proposal is described below.

The Technical Proposal shall include the following in order:

- Proposal Cover Sheet (Attachment A)
- Offeror's Certification (Attachment B)
- Conflict of Interest Statement (Attachment C)
- Preference Worksheet (Attachment D)
- Experience and Qualifications (Attachment E)

The Cost Proposal shall include the following:

- Cost Proposal (Attachment F)

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

7.01 General Information

Points	Percent	Evaluation Criteria
60	60%	Experience, Qualifications, and Writing Sample
30	30%	Contract Cost
10	10%	Alaska Offeror's Preference
100	100%	Totals

All proposals will be reviewed to determine if they are responsive and responsible. They will then be evaluated using the criteria within this section. An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

The State expects to award multiple contracts to all responsive and responsible Offeror(s) based on ranking by total evaluated points (high to low) within the region(s).

Responsibility: In determining responsibility and as allowed in 2 AAC 12.500; the State reserves the right to request supplementary information to assure prospective contractors have a satisfactory record of performance, are qualified legally to contract with the State, and have supplied all necessary information in connection with an inquiry concerning responsibility. Additionally, the State reserves the right to require prospective contractors to demonstrate they have the necessary financing, equipment, facilities, expertise, and personnel.

Scoring Formula: Offeror's Technical Proposals will be weighted using a 1, 5, or 10 ranking system rated comparatively against one another; a "1" representing the low score, a "5" representing the average score, and a "10" representing the highest score. The rankings will be given **based on the Offeror's responses to Section 7.02** and then multiplied by the maximum number of points available to determine the Offeror's total score for their Technical Proposal. The following process and calculations will be used to award evaluation points.

A Raw Average Score will be developed by averaging the scores of each PEC member for each category. This will be done by totaling the scores and dividing the total by the number of PEC members, with the highest score receiving the total points available for that category.

$$\frac{\text{Raw Average Score} \times \text{Max Points}}{\text{Highest Score}} = \text{Points Awarded}$$

Sample Scoring as it relates to Section 7.02 with a possible total of 60 points.

	PEC Member 1	PEC Member 2	PEC Member 3	Total Score	Raw Average Score
Offeror 1	10	10	10	30	10
Offeror 2	10	10	5	25	8.3
Offeror 3	10	5	5	20	6.7

In the example below, Offeror 1 receives the maximum points.

	Combined Raw Average Score	Award Points
Offeror 1	10	60
Offeror 2	8.3	51.5
Offeror 3	6.7	43.5

7.02 Experience, Qualifications and Writing Sample (60 points)

Experience and Qualifications (Use Attachment F in responding to this section):

Describe your experience and qualifications for other clients for these types of services. Specifically address the number of years of experience providing the services requested.

Writing Sample: Offerors must provide 3 pages (no more or less) of a previous investigation report or memo. Failure to submit a writing sample will result in 0 points in the evaluation process. Only 3 pages will be used in evaluating the writing samples, if more than 3 pages are submitted it will be the procurement officer's discretion to choose 3 pages to be evaluated or to declare the proposal non-responsive.

7.03 Cost (30 points)

Before final ranking occurs, the cost amount used for evaluation may be affected by one or more of the preferences set out below. Cost is valued at 30 percent (**30 points**) for this RFP. The cost proposal will be scored using the formulas below. The lowest cost proposal will receive the maximum number of points allocated to cost. Example provided below.

15% Employment Program Preference—See Section 2.12

10% Alaskans with Disabilities Preference—See Section 2.12

10% Employers of People with Disabilities Preference—See section 2.12

5% Alaska Bidder Preference—See Section 2.14

5% Alaska Veteran Preference—See Section 2.15

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
Offeror #3 - Alaskan Offeror	\$47,500

[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 30% (30 points) of the total of 100 points for cost.

Offeror #1 receives 30 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 30 points.

Offeror #2 receives 28.1 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 30 & = & 1,200,000 & \div & \$42,750 & = & 28.1 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 25.3 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 30 & = & 1,200,000 & \div & \$47,500 & = & 25.3 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

7.04 Alaska Offeror's Preference (10 Points)

If an Offeror qualifies for the Alaskan Bidder Preference, a 10 percent (**10 points**) preference will be awarded. This amount will be added to the overall evaluation score of each Alaskan Offeror. Example provided below.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan Offerors under the preference.

Total number of points available - 10 Points

$$\begin{array}{ccccccc} \mathbf{100} & & \mathbf{x} & & \mathbf{10\%} & & \mathbf{=} & & \mathbf{10} \\ \text{Total Points} & & & & \text{Alaskan Offerors} & & & & \text{Number of Points} \\ \text{Available} & & & & \text{Percentage Preference} & & & & \text{Given to Alaskan Offerors} \\ & & & & & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three Offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points

Offeror #2 - 80 points

Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points

Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

- A: PROPOSAL COVER SHEET
- B: OFFEROR'S CERTIFICATION
- C: CONFLICT OF INTEREST STATEMENT
- D: PREFERENCE WORKSHEET
- E: EXPERIENCE AND QUALIFICATIONS
- F: COST PROPOSAL

Appendix B1 – Indemnity and Insurance

Attachment A - Proposal Cover Sheet

OFFEROR INFORMATION

This form shall be the cover page for the Offeror's proposal. In the space provided, enter the requested offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

RFP NUMBER:

RFP 2013-0200-1924

RFP NAME:

OPA Investigator Services

OFFEROR NAME:

MAILING ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

FEDERAL TAX ID #:

ALASKA BUSINESS
LICENSE NUMBER:

CONTACT NAME:

TITLE:

E-MAIL ADDRESS:

ALTERNATE PHONE #:

PROPOSAL CERTIFICATION:

BY SIGNATURE ON THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE OFFEROR TO THE PROVISIONS OF THE RFP.

SIGNATURE

DATE

TITLE

Attachment B - Offeror's Certification

Acknowledge the following Statements, conditions, and information by clearly marking the space provided. Failure to comply with these items may cause the proposal to be determined nonresponsive and the proposal may be rejected or the state may terminate the contract or consider the contractor in default.

#	CONDITION/CERTIFICATION	RESPONSE
1	Offeror certifies that 100% of all services provided under the resulting contract by the offeror, joint venture partners, and all subcontractors shall be performed in the United States. (RFP 1.05)	<input type="checkbox"/> YES
2	Offeror complies with the laws of the State of Alaska. (RFP 1.16)	<input type="checkbox"/> YES
3	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. (RFP 1.16)	<input type="checkbox"/> YES
4	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. (RFP 1.16)	<input type="checkbox"/> YES
5	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. (RFP 1.16)	<input type="checkbox"/> YES
6	Offeror confirms that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (RFP 1.16)	<input type="checkbox"/> YES
7	Offeror complies with all terms and conditions set out in this RFP. (RFP 1.16)	<input type="checkbox"/> YES
8	Offeror affirms that this response was independently arrived at, without collusion, under penalty of perjury. (RFP 1.16)	<input type="checkbox"/> YES
9	Offeror response and cost schedule shall be valid and binding for 90 days following the response due date. (RFP 1.16)	<input type="checkbox"/> YES
10	Offeror acknowledges that this engagement with the state is subject to the Alaska Public Records Act, AS Title 40, Chapter 25 and that the state may be required to disclose certain information in response to requests for public information made under the Act. (RFP 1.13)	<input type="checkbox"/> YES
11	Offeror certifies that offeror has a valid Alaska business license. (RFP 2.11)	<input type="checkbox"/> YES
12	Offeror has reviewed the RFP for defects and objectionable material and has provided comments to the procurement officer. (RFP 1.07)	<input type="checkbox"/> YES
13	Offeror agrees to the state's Standard Agreement Form. If the answer is NO, per Section 3.03, any objections to the agreements must be identified in a document attached to the Offeror's proposal. (RFP 3.03)	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Offeror agrees to not restrict the rights of the state. (RFP 1.11)	<input type="checkbox"/> YES
15	Offeror understands and agrees to comply with all statutes, regulations, and policies regarding nondisclosure and confidentiality. (RFP 3.17)	<input type="checkbox"/> YES

Attachment C - Conflict Of Interest Statement (MARK ONE)

One of the boxes below must be checked (by marking an "X"). If the second box is marked, indicating a possible conflict of interest, disclose the nature and full details of the conflict in the space provided. Please refer to RFP 1.17 for conflict of interest guidelines.

<input type="checkbox"/>	Neither the firm nor any individual proposed (including subcontractors or joint venture partners) has a possible conflict of interest.
<input type="checkbox"/>	The firm and/or an individual proposed have a possible conflict of interest. Describe the nature of the conflict in the space below.

LOCATION-OF-WORK / HEADQUARTERS IN TIER 3 COUNTRIES

Certify the following Statements by marking "X" in the space provided. Please refer to RFP 1.05 for guidelines. By signature on their proposal, the offeror certifies that:

<input type="checkbox"/>	The offeror and all subcontractors and joint venture partners are not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.
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The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>. Failure to comply with this requirement will cause the state to reject the proposal as nonresponsive, or cancel the contract.

Attachment D – Preference Worksheet

Please answer the following questions regarding the State of Alaska preference.

Are you claiming any State of Alaska preferences? (If “Yes”, please answer the questions below). (RFP 2.13, 2.14, and 2.17)	<input type="checkbox"/> YES
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#	Questions	RESPONSE
1	Do you currently hold an Alaska business license?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this proposal the same name that appears on the current Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the offeror or an employee of the offeror for a period of six months immediately preceding the date of the proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company 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 organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state?	<input type="checkbox"/> YES <input type="checkbox"/> NO

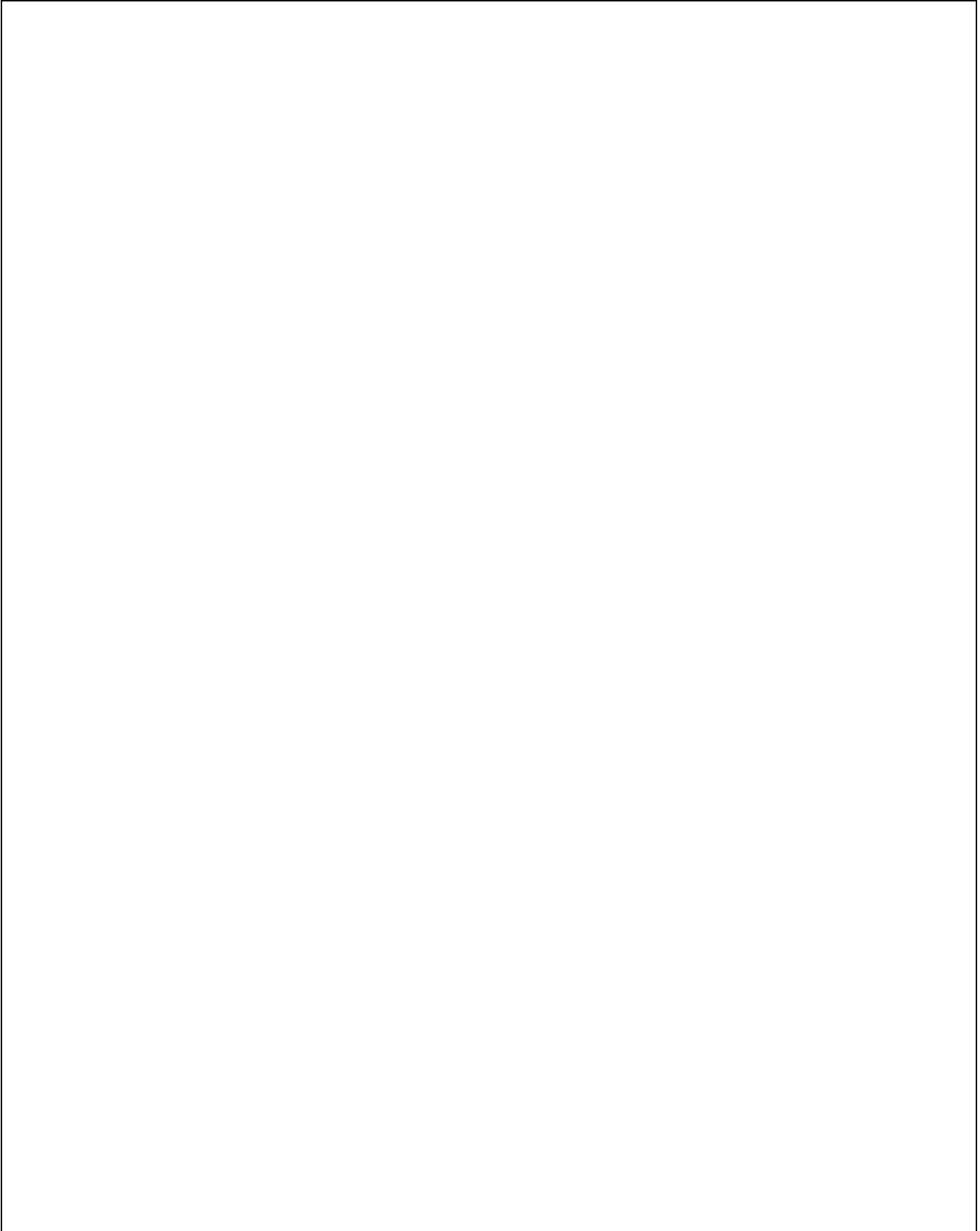
Attachment E – Experience and Qualifications

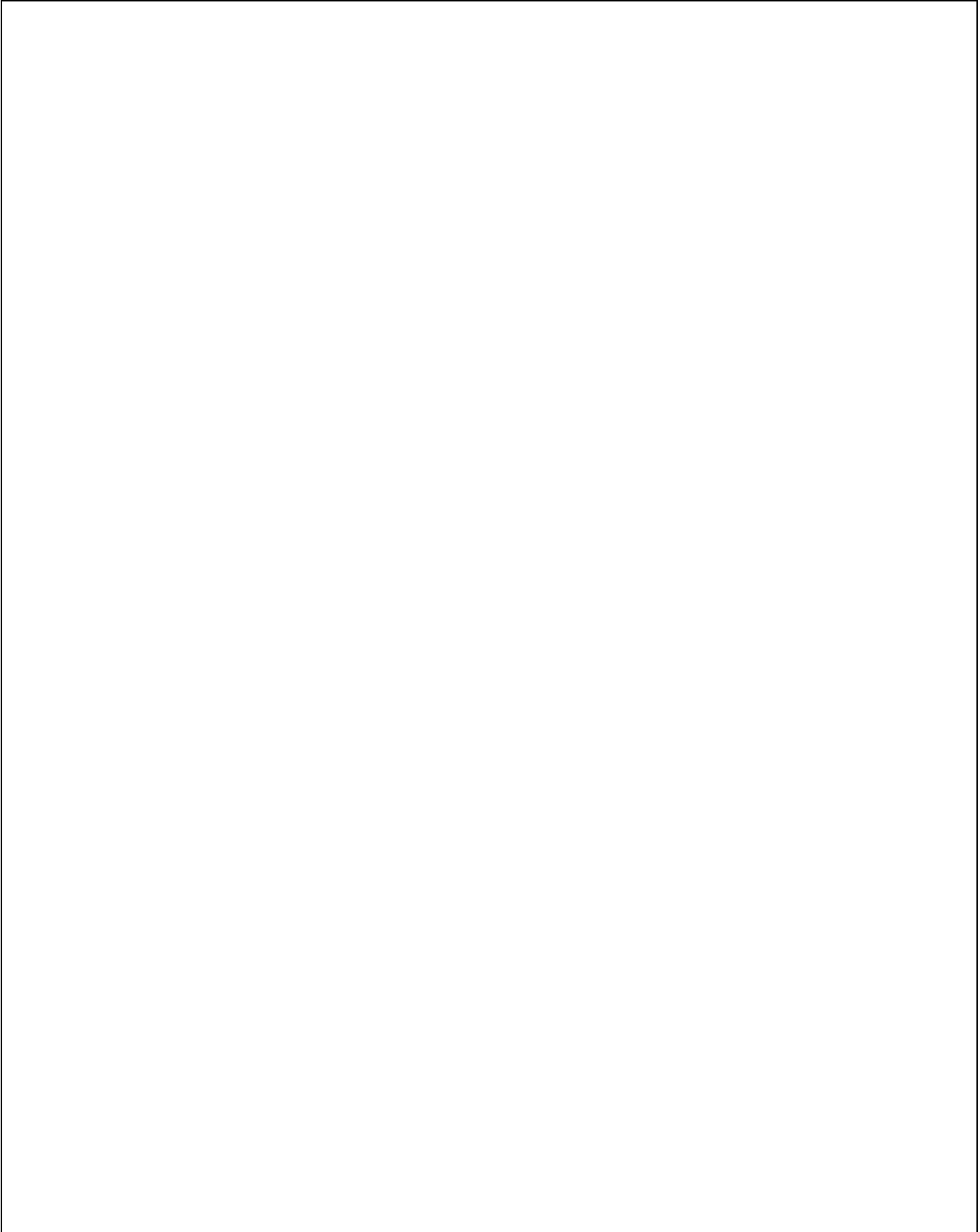
Instructions: Offeror must use this form to provide a response to Experience and Qualifications.

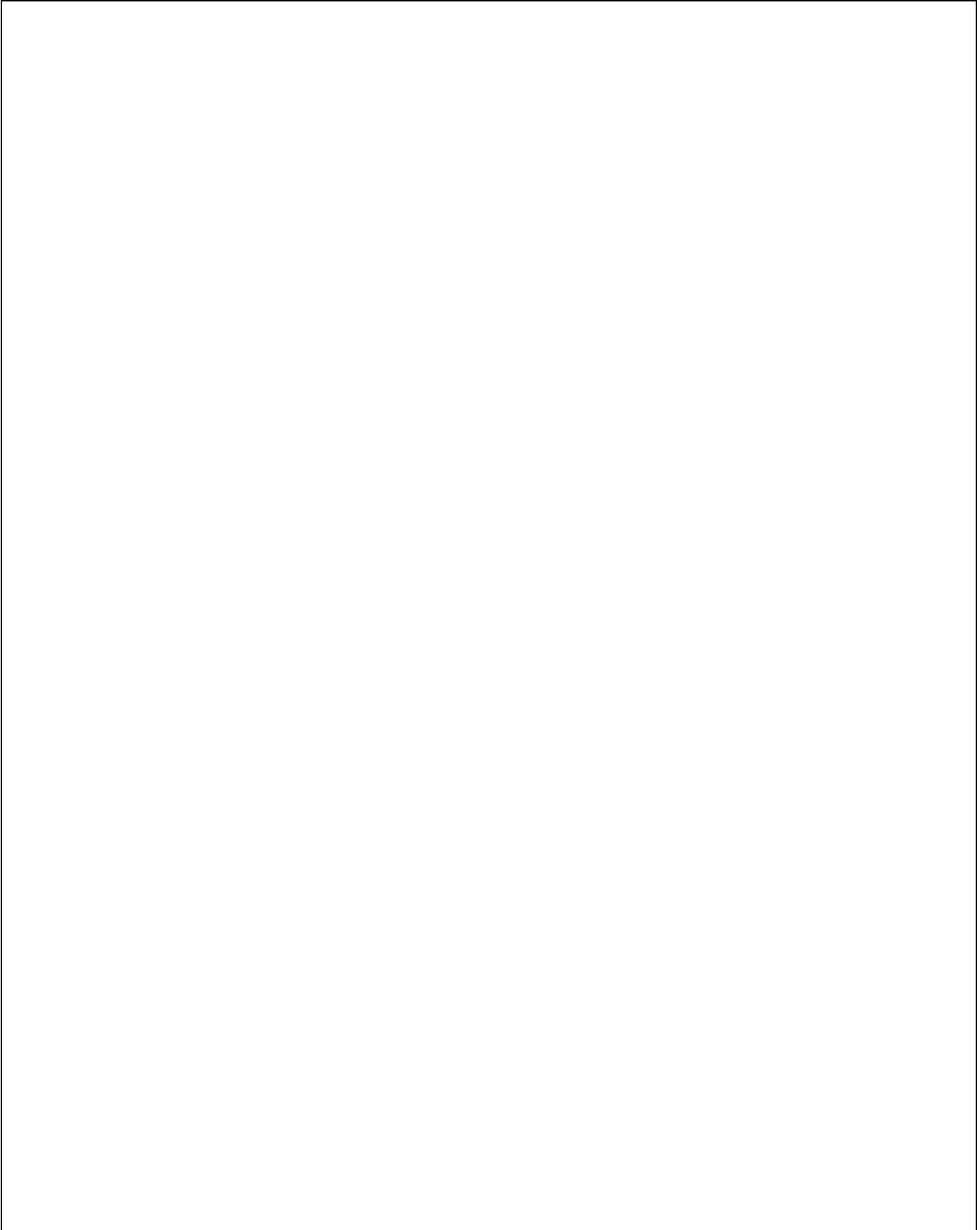
Modifications to the format of this template may result in disqualification (i.e. altering font size, altering font type, adding colors, adding pictures, etc.). Offerors are required to limit their response to **these** pages for this section of their proposal. **Do not list any cost information on this form.**

EVALUATOR INITIALS: _____ SCORE: _____ 1, 5 OR 10 WITH 10 BEING THE HIGHEST SCORE.

NOTES: _____









Attachment F – Cost Proposal Form

The following costs will be used for evaluation purposes only. The state makes no guarantee regarding the minimum or maximum number of hours of work that will be performed under this contract.

Cost:

1. Enter an hourly flat rate to perform the services described in the RFP.
2. Multiply the hourly rate by the hours per month to arrive at the extended price that will be used for evaluation purposes.

In case of mathematical error in extending the costs the hourly rate price will prevail.

Please note: Your Hourly Rate cannot exceed \$55.00 per Hour for any Contract Type being proposed. Any Cost Proposal that exceeds this limitation will be deemed non-responsive and your proposal will be rejected from this solicitation.

Area of Expertise – Anch/MatSu	Hourly Rate	Median hours per month	Extended Price
Civil and Misdemeanor through Unclassified Felony	\$	X 100 hours =	\$

Area of Expertise – Anch/MatSu	Hourly Rate	Median hours per month	Extended Price
Civil and Misdemeanor through B Felony	\$	X 50 hours =	\$

Area of Expertise – Juneau	Hourly Rate	Median hours per month	Extended Price
Civil and Misdemeanor through Unclassified Felony	\$	X 40 hours =	\$

Area of Expertise – Fairbanks	Hourly Rate	Median hours per month	Extended Price
Civil and Misdemeanor through Unclassified Felony	\$	X 15 hours =	\$

Appendix B1 – Indemnity and Insurance

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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