

# REQUEST FOR PROPOSALS



## **RETURN THIS PROPOSAL TO:**

### **DIVISION OF LEGISLATIVE AUDIT**

**Issuing Office Mailing Address:** P.O. Box 113300, Juneau, AK 99811-3300

**Issuing Office Hand Delivery Address:** 6<sup>th</sup> Floor State Office Building, 333 Willoughby Avenue, Juneau, Alaska 99801

**RFP NO. 15-33-09**

### **STATE OF ALASKA K-12 EDUCATION FUNDING STUDY**

**SEALED PROPOSALS SHALL BE RECEIVED AT THE ABOVE ADDRESS UNTIL  
2:30 P.M. ALASKA TIME ON JANUARY 12, 2015.**

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 Legislative Branch Procurement Procedures are available upon request.

**IMPORTANT NOTICE:** You must register with the procurement specialist listed in this document to receive subsequent amendments, whether you received this request for proposals from the State of Alaska's "Online Public Notice" web site or another source. Failure to contact the procurement specialist may result in the rejection of your proposal.

Ross Alexander, Procurement Specialist

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## SECTION ONE

### Introduction and Instructions

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#### 1.01 Purpose of the RFP

The Alaska Legislative Budget and Audit Committee, hereinafter referred to as the “Committee”, is soliciting proposals for a contractor to, as set out in HB 278, sec. 54 (Chapter 15 SLA 2014), identify if there may be a more effective alternative to fund K-12 education in the State of Alaska than under the current formula statutes AS 14.11- AS 14.17.

#### 1.02 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit their proposal to the procurement specialist in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Division of Legislative Audit  
Attention: Ross Alexander  
Request for Proposal (RFP) Number 15-33-09  
State of Alaska K-12 Education Funding Study  
P.O. Box 113300  
Juneau, AK, 99811-3300

#### Hand delivery address:

6<sup>th</sup> Floor State Office Building  
333 Willoughby Avenue  
Juneau, AK, 99801

Proposals must be received no later than 2:30 P.M Alaska Time on January 12, 2015. Faxed or emailed proposals are acceptable. Oral proposals are not acceptable.

If submitting a faxed proposal, it is the offeror’s responsibility to contact the issuing agency at (907) 465-3830 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [legaudit@akleg.gov](mailto:legaudit@akleg.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the issuing office is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror’s responsibility to contact the issuing agency at (907) 465-3830 to confirm that the proposal has been received. The issuing office is not responsible for unreadable, corrupt, or missing attachments.

It is the responsibility of the offeror to ensure that its proposal and any pertinent amendments are received by the issuing office prior to the scheduled deadline for receipt of proposals. 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.

### **1.03 Photocopies**

Photocopied proposals are allowed.

### **1.04 Contract Term and Work Schedule**

The contract term and work schedule set out in this section represents the Committee's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days, at the discretion of the Committee.

The length of the contract will be from the date the contract is signed by the Committee Chair until project completion, approximately April 30, 2016.

The approximate contract schedule is as follows:

12/19/14	Issue RFP
1/12/15	Deadline for Receipt of Proposals
1/19/15	Notice of Intent to Award a Contract issued
1/30/15	Contract signed by Committee
1/30/15	Contract start date
4/20/15	Contractor submits initial draft preliminary report to the Committee
6/15/15	Contractor submits final preliminary report
4/30/16	Contract end date

### **1.05 Budget**

The Committee has set a maximum budget of \$225,000 for completion of this project. Proposals priced at more than \$225,000 will be considered non-responsive.

### **1.06 Location of Work**

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

The contractor should include in its price proposal: transportation and per diem (lodging, meals, and incidentals) costs sufficient to pay for all trips required to complete the scope of work.

### **1.07 Human Trafficking**

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

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

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

If an offeror fails to comply with this paragraph, the Committee 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.

#### **1.08 Americans with Disabilities Act**

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

#### **1.09 Required Review**

Offerors should carefully review this solicitation, 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 specialist prior to the deadline for receipt of proposals. This will help prevent the opening of a defective solicitation and exposure of an offeror's proposal upon which award could not be made. Protests by an offeror based on any omission or error, or on the content of the solicitation, may be disallowed if the offeror has not brought these faults to the attention of the procurement specialist, in writing, 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 specialist listed on the first page of this RFP.

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. The second type is a question that would require the procurement specialist to clarify or interpret part of the RFP or its intent. Response to the second type of question will not be given except in writing via amendment to the RFP. Offerors must put these questions in writing. These questions must be received by the procurement specialist prior to the deadline for receipt of proposals.

#### **1.11 Amendments**

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

#### **1.12 Number of Proposals; Alternate Proposals**

Offerors may only submit one proposal for evaluation. Proposals that offer something different than what is asked for will be rejected.

### **1.13 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 specialist may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Offerors may not qualify the proposal or restrict the rights of the Committee. If an offeror does so, the procurement specialist may determine the proposal to be a non-responsive counter-offer 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 specialist may waive minor informalities that:

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

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

### **1.14 State Not Responsible for Preparation Costs**

This RFP does not obligate the Committee to award a contract or to pay any costs incurred in the preparation of a proposal if the Committee does not award a contract. This RFP may be canceled as provided in sec. 120 of the Procurement Procedures of the Alaska State Legislature. Among the reasons that justify cancellation is that all of the responsive proposals exceed the funds available for the contract.

### **1.15 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the Committee and may be returned only at the Committee'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. Contracts for services provided to the Committee in the preparation of an audit report or a performance review are subject to sec. 200(b) of the Procurement Procedures of the Alaska State Legislature.

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

### **1.16 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.

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 Committee'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 has agreed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the Committee to consider their 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 project director.

All subcontractors that perform work under the contract resulting from this RFP are subject to the requirements of paragraph 3.06 (Insurance Requirements) of this RFP.

### **1.17 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.

### **1.18 Offeror's Certification**

By signature on the proposal, offerors certify that:

- a) the offeror will comply with the laws of the State of Alaska;
- b) the offeror will comply with the applicable portion of the Federal Civil Rights Act of 1964;



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

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

#### **1.19 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 Committee 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. The Committee's determination regarding any questions of conflict of interest shall be final.

#### **1.20 Project Director**

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

#### **1.21 Assignment/Transfer**

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

#### **1.22 Binding on Successors**

Subject to paragraphs 1.21 (Assignment/Transfer) and 1.25 (Severability) of this RFP, the contract issued as a result of this RFP and all the covenants, provisions and conditions contained in the contract shall insure to the benefit of and be binding upon the successors and assigns of the contractor and the Committee.

#### **1.23 Disputes**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the contract that it cannot resolve with the

Committee by mutual agreement, sec. 350 of the Procurement Procedures of the Alaska State Legislature governs contract controversies.

#### **1.24 Venue and Applicable Law**

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

#### **1.25 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.

#### **1.26 Procurement Procedures**

This RFP is subject to the Procurement Procedures of the Alaska State Legislature.

#### **1.27 Records; Audit**

These requirements are in addition to any other records required by this RFP. Unless the resulting contract will be solely for products, the contractor shall accurately maintain detailed time records that state the date of the work, break down the time in quarters of an hour, describe in detail the work done during the quarter of an hour, and identify what individual did the work. For all types of contracts, the contractor shall also keep any other records that are required by the contract issued as a result of this RFP or the project director. The records required by this paragraph are subject to inspection by the Committee or the project director at all reasonable times.

#### **1.28 Ownership and Reuse of Documents**

All data, documents, reports, material, and other items generated as a consequence of work done under the contract resulting from this RFP are the property of the Committee. To the extent the offeror has any interest in the copyright for these items under the copyright laws of the United States, the offeror transfers any and all interest the offeror has in the copyright for these items to the Committee, and the Committee will be the owner of the copyright for these items. Upon completion of the work or termination of the contract resulting from this RFP, all items shall be delivered to the project director, and the offeror shall certify that it has not maintained any copies of items. Offeror acknowledges that all the items are the property of the Committee.

#### **1.29 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, the offeror shall provide for the use by suitable legal agreement with the owner. The offeror and the surety shall indemnify, hold harmless, and defend the Legislature of the State of Alaska, the Committee and their officers, agents, and employees, 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.

#### **1.30 Coverage Under the Ethics Law**

The offeror may be subject to the provisions of AS 24.60 (Legislative Ethics) as a legislative employee unless excluded from the definition of “legislative employee” under AS

24.60.990(a)(11). Select Committee on Legislative Ethics Advisory Opinion 99-01 concludes that “any contractors who are paid through the state payroll system, contractors (or those designated within a contracting firm or company) with the Ethics Committee and those services or professional services contractors with legislative contracts over \$5,000, who will incur more than incidental use of state resources or who either contract for legislative policy related services or who are designated to represent the Legislature in a policy-related capacity, fall within the legislative employee definition and are therefore subject to the legislative ethics code.”

## **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 must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

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

Prices quoted shall be in U.S. funds.

#### **2.03 Taxes**

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

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

Amendments to or withdrawals of proposals will only be allowed if requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Committee’s request.

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

Proposals must comply with Section 1.13 Right of Rejection. However, if the Committee fails to identify or detect in a proposal a term or condition that conflicts with those contained in this RFP or that diminishes the Committee’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 term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail;
- b) if there is a conflict between the RFP and the contract document, the contract document will govern; and
- c) if the Committee’s rights would be diminished as a result of application of a term or condition included in the proposal, the term or condition will be considered null and void.

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

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement specialist or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal.

Clarifications may not result in a material or substantive change to the RFP or the proposal. The evaluation by the procurement specialist or the PEC may be adjusted as a result of clarification under this section.

### **2.07 Discussions with Offerors**

The Committee may conduct discussions with offerors for the purpose of clarification. 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 specialist. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement specialist. Discussions, if held, will be after initial evaluation of proposals by the procurement specialist or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement specialist may set a time for best and final proposal submissions from those offerors with whom discussion were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

### **2.08 Prior Experience**

In order for offers to be considered responsive, offerors must demonstrate expertise in observing, evaluating, and making recommendations about state education funding mechanisms. Qualified offerors must have an understanding of Alaska's unique circumstances and demographics, as well as of education funding mechanisms in other jurisdictions.

An offeror's failure to meet these minimum prior experience requirements may cause the proposal to be considered non-responsive, resulting in rejection of the proposal.

### **2.09 Evaluation of Proposals**

The procurement specialist, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section Seven (Evaluation Criteria) of this RFP.

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

### **2.10 Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the Committee with the proposal or within five days of the Committee's request.

### **2.11 Alaska Business License and Other Required Licenses**

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

- 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.

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

## **2.12 Alaska Bidder Preference**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive a preference of five percent. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for the contract under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place a business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1) – (4) of this subsection.

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

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.

## **2.13 Formula Used to Convert Cost to Points**

The distribution of points based on cost will be determined by the Committee. 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 40% 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
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 40% (40 points) of the total of 100 points for cost.

#### Offeror #1 receives 40 points.

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

#### Offeror #2 receives 37.4 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

#### Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

## 2.14 Contract Negotiation

After final evaluation, the procurement specialist may negotiate with the offeror of the highest-ranked proposal. The option of whether or not to initiate contract negotiations rests solely with the Committee. 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.

## **2.15 Failure to Negotiate**

If the selected offeror

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

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

## **2.16 Notice of Intent to Award – Offeror Notification of Selection**

Upon selection of an apparent successful offeror, the procurement specialist will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent will set out the names of all offerors and identify the proposal selected for award.

## **2.17 Protest**

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

# **SECTION THREE**

## **Standard Contract Information**

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### **3.01 Format of Contract**

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

### **3.02 Contract Approval**

The contract to be entered into as a result of this RFP is subject to approval by the Legislative Budget and Audit Committee, or the committee's designee. The Committee 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 may be incorporated into the contract.

### **3.04 Additional Terms and Conditions**

The Committee 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 the Committee, and any municipality that is applicable, for performance of the contract that is covered by this RFP.

### 3.06 Insurance Requirements

Without limiting indemnification responsibilities under section 3.14 (Indemnification) and section 1.29 (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 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 Committee shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the procurement specialist prior to beginning work and must provide for 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 the contract resulting from this RFP and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**Workers Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and as required by any other applicable statute. The policy must waive subrogation against the state.

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

**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.

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Division

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

In addition to providing the above coverages, the contractor shall require that all indemnities obtained from any subcontractors be extended to include the Committee as an additional named indemnitee. The contractor shall further require that the Committee be named as an additional insured on all liability insurance policies maintained by all subcontractors under their contracts with the contractor, and that an appropriate waiver of subrogation in favor of the Committee be obtained with respect to all other insurance policies.



The contractor shall provide evidence of continuous coverage by submitting, without reminder, annual renewal certificates for the required insurance to the Committee.

### **3.07 Contract Funding**

Funds are available in an appropriation to pay for the Committee's monetary obligations under the contract through June 30, 2015. The availability of funds to pay for the Committee's monetary obligations under the contract after June 30, 2015 is contingent upon appropriation of funds for the particular fiscal year involved. In addition to any other right of the Committee under the contract to terminate the contract, if, in the judgment of the Committee, sufficient funds are not appropriated, the contract will be terminated by the Committee or amended. To terminate under this section, the project director shall provide written notice of the termination to the contractor and the contract will be terminated under paragraph 3.12 (Termination of Contract) of this RFP.

### **3.08 Contract Payment**

No payment will be made until the contract is approved by the Legislative Budget and Audit Committee or the committee's designee. If a payment is not made within 90 days after the Committee has received a billing approved by the project director, the Committee 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.

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

### **3.09 Informal Debriefing**

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

### **3.10 Contract Personnel**

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

### **3.11 Inspection & Modification – Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The Committee 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 the Committee under the contract to terminate the contract, the Committee may terminate the contract for substantial failure of the contractor to perform the contract. In this event, the Committee may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.12 Termination of Contract**

Upon delivery of written notice to the contractor, the contract may be terminated by the project director with or without cause. To terminate, the project director shall provide notice by email or delivery of a hard copy to the contractor, whichever method is selected in the sole discretion of the project director. If the contract is so terminated and the termination is not based on a breach by the contractor, the Committee shall compensate the contractor for services provided under the terms of the contract up to the date the termination notice is delivered, provided the contractor provides the Committee with a statement in writing containing a description of the services provided prior to contract termination and a copy of all documents, reports, material, and other items required to be delivered to the project director by this RFP.

### **3.13 Breach of Contract**

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

### **3.14 Indemnification**

The contractor shall indemnify, hold harmless, and defend the Legislature of the State of Alaska and the Committee, and their officers, agents, and employees (“contracting agency”) from and against any claim of, or liability for error, omission, or negligent act of the contractor under the contract resulting from this RFP, including, but not limited to, any costs, attorney fees, and other expenses relating to the contractor’s performance of its contract obligations. 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 section, 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.

### **3.15 Contract Amendments**

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

### **3.16 Contract Changes – Unanticipated Amendments**

During the course of the contract, the Committee may request the contractor to perform additional work. That work will be within the general scope of the initial contract and may not amount to a material amendment of the contract. When additional work is requested and the contractor agrees to perform the additional work, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor may not commence the additional work until the project director has secured any required approvals necessary for the amendment and the Committee and the contractor have

signed a written contract amendment, approved by the Legislative Budget and Audit Committee, or the committee's designee.

### **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 Committee in writing if it becomes aware of any improper storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state, the Committee, or their agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by the State of Alaska Information Security Policies adopted by the Department of Administration and provided by the Committee to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with the contract, or acquired, obtained, or learned by the contractor or a contractor agent in the performance of the contract. Examples of confidential information include, but are not limited to: personal information, 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.).

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

## **SECTION FOUR**

### **Background Information**

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#### **4.01 Background Information**

Alaska's public education policy is laid out in the state Constitution, statutes, and regulations. Article 7, sec. 1 of the Constitution of the State of Alaska states: "The legislature shall by general law establish and maintain a system of public schools open to all children of the State, and may provide for other public educational institutions. Schools and institutions so established shall be free from sectarian control. No money shall be paid from public funds for the direct benefit of any religious or other private educational institution." This basic policy provides the basis for a uniform system of public education that offers equal access to educational opportunities and that guarantees all public school students have access to programs and services appropriate to their educational needs regardless of location or economic conditions.

During the legislative session of 2014, the Legislature passed Chapter 15 SLA 2014, a bill making changes to the current education system in Alaska. The bill included a provision for the

procurement of numerous studies for the legislature and general public to gain a better understanding of cost drivers, funding mechanisms and options, and alternatives for providing a better, stronger education system for the children of Alaska.

## **SECTION FIVE**

### **Scope of Work**

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#### **5.01 Scope of Work**

The Committee is soliciting a contractor with expertise in school finance to provide professional consulting services that are creative and innovative to

1. Evaluate Alaska's K-12 education funding provisions, including but not limited to, identifying strengths and deficiencies in the state education funding structure;
2. Review the current funding provisions, including, but not limited to, identifying strengths and deficiencies of the current funding provisions;
3. Recommend changes to improve the current funding structure and provisions,
4. Recommend alternate methods of education funding.

In addition to the general tasks described above, the successful contractor shall:

- Identify and Define:
  - The basic education needs of Alaska children, including a comparison with other states;
  - Ancillary needs for Alaska's education system including a comparison with other states.
- Review Funding Education Mechanisms, including:
  - Identifying source, amounts, and the application of all funding supporting Alaska's K-12 education system;
  - Considering, identifying, and evaluating appropriate proportions and mechanisms for state and local contributions to public school funding;
  - Considering, identifying, and evaluating options for funding alternatives to Alaska's traditional public school modalities, including but not limited to, charter schools, residential schools, and correspondence programs;
  - Identifying other potential sources of revenue for education funding, including, but not limited to, federal, state, local, and private sector funding sources.

Review and Consider:

- The state system of local funding;
- The sustainability of the state's education funding methodology including, but not limited to, a discussion on how the state's fiscal status might impact education funding; when completing this task, the contractor shall provide scenarios of fiscal status and education funding;

- Other states' education funding sources and other mechanisms to fund education operations, maintenance, construction, etc., and shall compare those systems to Alaska;
- The impact that direct legislative grants to school districts have on federal disparity calculations;
- The current practice of equalizing federal revenue with allowing districts to retain impact aide.

The contractor shall provide to the Committee of a study with observations, evaluations, and recommendations for consideration by the Alaska State Legislature. At the conclusion of the contract resulting from this RFP, the contractor shall provide all supporting materials to the Committee; these materials may be released to the Legislature as a whole.

The contractor should address the current education needs of the changing family and student demographics in Alaska when considering our current methodology and making recommendations to improve or change the current system.

The contractor shall consult with local, state, and federal officials who have history and knowledge of past practices and current education funding, including, but not limited to at least one designee from each of the 53 Alaska school districts.

The Committee will hold a public hearing for the purpose of providing members of the public an opportunity to comment on the current Alaska state K-12 funding formula. The public hearing will be held in Juneau, Alaska, during the first two weeks of February 2015. The contractor will be required to listen to the hearings in order to gather information pertinent to the work under this RFP. The contractor may make the independent decision to physically attend the public hearing.

## **5.02 Deliverables**

A comprehensive, but not all inclusive, deliverables list (Attachment A) has been developed to track the estimated work required of this RFP. All deliverables shall be submitted in electronic format, unless otherwise stated. The assigned deliverable number must be clearly marked on each deliverable submitted.

## **5.03 Documents**

On or before the close of business (Alaska Time) on April 20, 2015, the contractor will provide the project director a copy of an initial draft preliminary report for review both in an electronic PDF format and hard copy. The project director will provide to the contractor feedback regarding the report by May 11, 2015.

On or before the close of business (Alaska Time) on June 15, 2015, the contractor will provide the Committee the final report both in an electronic PDF format and hard copy.

## SECTION SIX

### Proposal Format and Content

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#### 6.01 Proposal Format and Content

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

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

#### 6.02 Technical Proposal Format

All proposals shall 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.

In order to facilitate review of all proposals on an equitable basis, proposals are expected to be a maximum of 50 pages (12 point font and 8.5" x 11" page size) for the body of the proposal. Proposals that exceed the expected page limit may be considered non-responsive. The page limit does not apply to supplemental materials presented as appendices, such as resumes.

#### Cover Letter

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

#### Understanding, Management Approach and Project Methodology

Offerors must provide comprehensive narrative statements of how they understand and intend to perform and manage the delivery of services under a resultant contract. At a minimum, the proposal shall include:

- ***Understanding of the Project*** – Include narrative statements that illustrate the offeror's understanding of the purpose, scope, requirements, deliverables, and schedule of the project.
- ***Project Management*** – Identify the organization of the proposed team and each key individual assigned. Identify how much of the total project time (percentage) each key individual will contribute.

- **Project Approach/Methodology** – Include a complete description of the proposed approach and methodology for gathering data, performing the analysis, and preparing the final report.
- **Project Schedule** – Include a project schedule indicating the order and timeline in which the scope of work included in Section 5.01 (Scope of Work) will be completed.
- **Risk Assessment** – Include an assessment identifying risks that may impact the project and the level of threat (low, medium, high) they pose to the project's success. For each identified risk, describe how the risk will be mitigated to facilitate project success.

### Experience and Qualifications

At a minimum, offerors shall include the following information:

- **Organizational Background** – Offerors must explain why their firm and project team is particularly suited to meet the requirements of the RFP. Identify the firm's primary business, years of operation, number of employees, and years of providing services similar to those required under the RFP. For any proposed subcontractors, the offeror shall identify the subcontractor's primary business, years of operation, number of employees, and years of providing services similar to those required under the RFP.
- **Organizational Chart** – Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.
- **Relevant Experience** – Offerors must describe previous engagements that the firm/project team members have performed that demonstrate the offeror's capability to perform the services required by the RFP. Contact information including name and telephone number must be listed for each engagement identified. Relevant experience should include evaluation of school district funding mechanisms and operating costs. Experience working with systems with unique geographical and cultural diversity factors should be highlighted.
- **Individual/Key Personnel** – Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract. Offerors must also provide, for each person listed on the project team or personnel roster, a current resume reflecting expertise and previous experience for similar work to be performed by the RFP. Offerors must identify the anticipated percentage of total project time that each key individual will contribute.
- **References** – Offerors must provide two written references for similar work performed.
- **Report Design** – Offerors must provide two examples that demonstrate skill and expertise in report design and development, and the ability to explain and display complex information in a variety of written and visual formats. The examples must have been completed by key personnel on the project team.

### 6.03 Cost Proposal

The offeror must provide a cost proposal in a written narrative that includes the total cost of the contract. Offerors must also include the following in the written narrative: a breakdown of the

total cost by travel and per diem expenses, administrative costs, and actual professional services costs.

#### **6.04 Evaluation Criteria**

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

### **SECTION SEVEN**

#### **Evaluation Criteria**

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It is the Committee's intent to conduct a comprehensive, fair, and impartial evaluation of all proposals. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below. The total number of points used to score the responses is 100. A sample evaluation form is also included which lists the questions that will be used by the Proposal Evaluation Committee to evaluate the proposals.

#### **7.01 Understanding, Management Approach and Project Methodology – 30 Percent**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables the Committee expects it to provide?
- 3) Has the offeror demonstrated an understanding of the Committee's time schedule? Can the offeror meet the Committee's time schedule?
- 4) Are the offeror's responses succinct and complete?
- 5) How well does the management approach support all of the project requirements?
- 6) Does it appear that the offeror has allocated sufficient staff and resources to the project to meet the schedule set out in the RFP?
- 7) Will the offeror's proposed methodology allow the offeror to develop a usable, defensible report on the evaluation of Alaska's K-12 education funding provisions, strengths and deficiencies of the current system, validation of the current funding provisions, and make recommendations for changes to the current funding provisions and possible alternate methods of education funding?
- 8) How well has the offeror addressed pertinent issues and potential problems related to the project? How well has the offeror offered solutions to mitigate project risks?
- 9) How well has the offeror clearly detailed their approach to the work to be performed?



**7.02 Offeror Experience and Qualifications – 40 Percent**

- 1) How well has the offeror demonstrated experience conducting reviews and evaluations of state public school funding provisions?
- 2) How well has the offeror demonstrated the ability to conduct an evaluation of the current Alaska state K-12 funding provisions and an ability to recommend changes to the current system and possible alternate methods of education funding?
- 3) How well has the offeror demonstrated substantial professional experience developing and presenting accurate factual reports on school district funding provisions and recommended changes?
- 4) How well has the offeror demonstrated the competency of the key individuals to evaluate state public school funding provisions?

**7.03 Contract Cost – 30 Percent**

Converting Cost to Points: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. All offerors that qualify as an Alaska Bidder will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Division's procurement specialist will be calculating this section of the evaluation criteria.

**Formula for Converting Cost to Points**

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

**COMMITTEE MAY CHANGE THIS FORM**

**SECTION EIGHT**

**Sample Evaluation Form**\_\_\_\_\_

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out below. The total number of points used to score this proposal is 100.

Person or Firm Name: \_\_\_\_\_

Name of Proposal Evaluation Committee Member: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: \_\_\_\_\_

**B. Understanding, Management Approach and Project Methodology – 30 Percent**

(Maximum Point Value for this Section – 30 Points [100 Points x 30% = 30 Points])

Scale Rating 1:30 where 1=lowest and 30=highest

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

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- 2) To what degree has the offeror demonstrated an understanding of the deliverables the Committee expects it to provide?

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- 3) Has the offeror demonstrated an understanding of the Committee's time schedule?  
Can the offeror meet the Committee' time schedule?

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- 4) Are the offeror's responses succinct and complete?

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- 5) How well does the management approach support all of the project requirements?

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- 6) Does it appear that the offeror has allocated sufficient staff and resources to the project to meet the schedule set out in the RFP?

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- 7) Will the offeror's proposed methodology allow the offeror to develop a usable, defensible report on the evaluation of Alaska's K-12 education funding provisions, strengths and deficiencies of the current system, validation of the current funding provisions, and make recommendations for changes to the current funding provisions and possible alternate methods of education funding?

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- 8) How well has the offeror addressed pertinent issues and potential problems related to the project? How well has the offeror offered solutions to mitigate project risks?

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- 9) How well has the offeror clearly detailed their approach to the work to be performed?

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**Evaluator's Point Total for Section A**

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**C. Offeror Experience and Qualifications – 40 Percent**

(Maximum Point Value for this Section – 40 Points [100 Points x 40% = 40 Points])

Scale Rating 1:40 where 1=lowest and 40=highest

- 1) How well has the offeror demonstrated experience conducting reviews and evaluations of state public school funding provisions?

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- 2) How well has the offeror demonstrated the ability to conduct an evaluation of the current Alaska state K-12 funding provisions and an ability to recommend changes to the current system and possible alternate methods of education funding?

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- 3) How well has the offeror demonstrated substantial professional experience developing and presenting accurate factual reports on school district funding provisions and recommended changes?

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- 4) How well has the offeror demonstrated the competency of the key individuals to evaluate state public school funding provisions?

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**Evaluator's Point Total for Section B**

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**C. Contract Cost – 30 Percent**

(Maximum Point Value for this Section –30 Points [100 Points x 30% = 30 Points])

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the formula listed below. All offerors that qualify as an Alaska Bidder will receive a five (5) percent bidder's preference. This preference will be given before converting the cost to points. The Division's procurement specialist will be calculating this section of the evaluation form.

**Formula for Converting Cost to Points (The amount of each cost proposal is reached after applying any applicable bidder's preferences.)**

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

- a. Price of Lowest Cost Proposal \_\_\_\_\_
- b. Maximum Points for Cost 30 Points
- c. Total of a times b \_\_\_\_\_
- d. Cost of Higher Price Proposal \_\_\_\_\_
- e. Divide c by d = \_\_\_\_\_ Points

**Evaluator's Point Total for Section C** \_\_\_\_\_

**EVALUATOR'S COMBINED TOTAL  
FOR SECTION AVERAGES A THROUGH C** \_\_\_\_\_

## Attachment A

Project Deliverables			
Number	Title	Description	Date Due
1	Organizational Chart	The contractor shall submit to the project director the contractor's organizational chart. The chart shall show the entire project team, including titles, affiliation (company employee or consultant), which review objectives each team member will be working on, and team hierarchy.	Within 15 days of contract execution
2	Project Timeline	The contractor shall submit to the project director a comprehensive timeline that identifies the order and estimated completion date of the scope of work. If necessary, the contractor shall include mention of any deviation from the timeline submitted as part of the contractor's project proposal.	Within 15 days of contract execution
3	Monthly Status Report	The contractor shall submit to the project director a detailed monthly status report. The monthly status report shall include a brief narrative of the status of the project, status of items under review, issues or concerns, proposed solutions to concerns (if concerns are noted), and any changes to the contract staff assigned to the project. The monthly status report shall pertain to the prior calendar month. For example, the monthly status report submitted by March 5, 2015 shall pertain to work performed in February 2015.	By the 5th calendar day of each month
4	Methodology	The contractor shall submit to the project director the methodologies to be used to complete the scope of work. The contractor shall not begin work until the project director approves the proposed methodology.	Prior to commencing work
5	Interviews	The contractor shall submit to the project director a list of individuals interviewed while completing the scope of work. The list shall include the individual's name, title, affiliation(department, agency, company, etc.), and how the individual was identified as a subject for interview.	Within 10 days of submission of the preliminary draft report
6	Data	The contractor shall submit to the project director a complete list of all data sources used to complete the scope of work. The contractor shall also submit all raw data collected, identified by source.	Within 10 days of submission of the preliminary draft report
7	Sources	The contractor shall submit to the DLA project director a list of sources used in determining best practices. The contractor shall provide a complete list of sources, including any national experts contacted, used to identify best practices or potential changes to department practices. If the contractor compares the department's practices to that of another agency, the contractor shall submit a narrative detailing why the agency was chosen for comparison.	Within 10 days of submission of the preliminary draft report
8	Summary	The contractor shall submit to the DLA project director a brief summary of findings related to each review objective.	Within 10 days of submission of the preliminary draft report
10	Draft Preliminary Report to project director	The contractor shall submit a draft preliminary report that is a culmination of all review activities. The report is to be comprehensive, including all required findings and recommendations. The report shall also document all appropriate sources of criteria.	4/20/2015
13	Final Preliminary Report to Legislative Auditor	The contractor shall submit a final preliminary report to the project director.	6/15/2015
14	Workpapers	The contractor shall submit to the project director copies of all work papers used to make any recommended changes to the current funding formula.	6/15/2015