



STATE OF ALASKA
Department of Health and Social Services
Division of Finance & Management Services
350 Main Street, Room 125
Juneau, AK 99811

Request For Proposals

RFP Number 2015-0600-2869

Date of Issue: May 5, 2015

Title and Purpose of RFP:

Development of Alaska State Plan for Supplemental Nutrition Assistance
Program Employment and Training Program (SNAP E&T) and Temporary
Assistance for Needy Families Maintenance of Effort (TANF MOE)

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.

Janice Neal
Procurement Officer
Department of Health and Social Services
janice.neal@alaska.gov

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit an original and two (2) unbound copies of their proposal, in writing, in a sealed envelope to the procurement officer. Each copy of the proposal must come with its own DVD of creative materials for review.

Include with your proposal packet a CD containing electronic copies of the Proposal and Cost Proposal as separate documents. Electronic documents should be no larger than 5MB each. Submissions must be addressed as follows:

Department of Health and Social Services
Division of Finance & Management Services
Attention: **Janice Neal**
Request for Proposal (RFP) Number: **2015-0600-2869**
Project name: **SNAP E&T and TANF MOE**
350 Main Street, Room 125
Juneau, AK 99811

Proposals must be received no later than 4:00 P.M., Alaska Time on **May 26, 2015**. Fax proposals are not acceptable. Oral proposals are not acceptable.

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.

Important Note: There is no overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two nights.

PROCUREMENT OFFICER: **Janice Neal** – PHONE **907-465-5842**

1.02 Contract Term and Solicitation Schedule

The contract term and solicitation 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 from the date of award through **twelve months**.

The approximate solicitation schedule is as follows:

- Issue RFP **May 5, 2015;**
- Deadline for Receipt of Questions **May 14, 2015;**
- Deadline for Receipt of Proposals **May 26, 2015;**
- Proposal Evaluation Committee complete evaluation by approximately **June 2, 2015;**
- State of Alaska issues Notice of Intent to Award a Contract **June 3, 2015;**
- State of Alaska issues contract **June 15, 2015.**

1.03 Purpose of the RFP

The Department of Health and Social Services, Division of Public Assistance, is soliciting proposals to enter into one contract for the purpose of completing two projects with overlapping natures:

1. The development of a state plan for our SNAP E&T program; and
2. The expansion of the TANF eligible activity base per the MOE requirements for the TANF block grant.

1.04 Budget

Department of Health and Social Services, Division of Public Assistance, estimates a total budget of \$465,000.00 for completion of these two projects. The vendor should outline the proposed cost for each portion of this contract: the SNAP E&T portion and the TANF MOE portion.

The anticipated budget breakdown for the two portions of this contract is as follows:

E&T: \$205,000.00; and

TANF MOE: \$260,000.00.

Proposals priced at more than the itemized portion costs listed above and consequently more than **\$465,000.00** will be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed primarily offsite. The state anticipates two face-to-face meetings in Juneau, and additional in-person meetings only as needed.

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for one person to make two trips to Juneau. Travel to other locations will not be required.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

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

Failure to comply with 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 days before the proposal opening. This will allow issuance of any necessary amendments. 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 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. The interested party must confirm telephone conversations in writing. **No further questions will be allowed after 1:30 pm Alaska time on date May 14, 2015.** Send questions to janice.neal@alaska.gov.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

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 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:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

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. 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 officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

1.15 Subcontractors

Subcontractors may be used to perform work under 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 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 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.
- (g) a written statement, signed by each proposed subcontractor indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (per Section 1.18).

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. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.16 Joint Ventures

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

1.17 Offeror's Certification

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 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 Health and Social Services, 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.

Current grantees that propose to provide technical assistance to a group of grantees will be precluded from submitting a proposal unless a written statement of refusal of grant funds is attached. All proposals submitted by current grantees must indicate that grant awards will not be accepted for the duration of the contract and/or any quarterly advance that has already been received will be returned upon award of contract. Proposals submitted by current grantees without this statement shall be deemed non-responsive.

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 project director.

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

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

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.

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **(included in this document) must be completed and submitted with your proposal.**

<https://www.epls.gov/>

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 90-days from the date set as the deadline for receipt of proposals.

2.02 Pre-proposal Conference

A pre-proposal conference will not be held for this solicitation. See Section 1.08 for instructions on submitting questions regarding this RFP.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

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 **1.12 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 (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the 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 Minimum Qualifications

In order for offers to be considered responsive offerors must provide evidence that they meet these minimum prior experience requirements.

- Offeror must have at least five (5) years of experience dealing with federal policies governing the Temporary Assistance for Needy Families (TANF) program, particularly those related to Maintenance of Effort (MOE) requirements.
- Must have successfully identified TANF MOE in at least one state, and must provide documentation of the programmatic and fiscal effects of that effort.
- Must have at least five (5) years of experience dealing with federal policies governing the employment and training (E&T) component of the Supplemental Nutrition Assistance Program (SNAP).
- Must have significantly expanded the SNAP E&T program in at least one state by increasing the partnership between the state human service agency and other public and private agencies, and must provide documentation of the programmatic and fiscal effects of that effort.

Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.

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

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 Section SEVEN 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 issuing office with the proposal or within five 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

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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.

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

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

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

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska bidder, Alaska veteran, and Alaska Offeror Preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of 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 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

2.14 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(2), & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied to the price in the proposal. The preference will be given to an offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under 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.

Alaska Bidder Preference Affidavit

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.

2.15 5 Percent Alaska Veteran Preference AS 36.30.321(f)

An Alaska Veteran Preference of five percent, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

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

Alaska Veteran Preference Affidavit

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

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 your 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 40% (400 points) of the total of 1,000 points for cost.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 400 & = & 16,000,000 & \div & \$42,750 & = & 374 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 337 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 400 & = & 16,000,000 & \div & \$47,500 & = & 337 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 Alaska Offeror Preference AS 36.30.321 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), 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

Alaska Offeror Preference

[STEP 1]

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

Total number of points available – 1,000 Points

$$\begin{array}{ccccccc} 1,000 & \times & 10\% & = & 100 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[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 Alaska 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 - 890 points

Offeror #2 - 800 points

Offeror #3 - 880 points

Offeror #2 and Offeror #3 each receive 100 additional points. The final scores for all of the offers are:

Offeror #1 - 890 points

Offeror #2 - 900 points

Offeror #3 - 980 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 offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Policy and Program Development Office, Alaska Office Building, Room 306, Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.19 Failure to Negotiate

If the selected offeror

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

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

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 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 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 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 is a ***Firm Fixed Price*** contract.

3.02 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 Health and Social Services, 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.

3.03 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.

3.04 Proposal as a Part of the Contract

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

3.05 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.

3.06 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.

3.07 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.08 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services 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.

3.10 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.

3.11 Contract Personnel

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

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.13 Termination for Default

If the project director 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.

3.14 Contract Changes - Unanticipated Amendments

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

3.15 Contract Invalidation

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

3.16 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

For the TANF MOE portion of this contract:

The state of Alaska has struggled to satisfy the Maintenance of Effort (MOE) requirement for the administration of the Temporary Assistance for Needy Families (TANF) program. TANF requires states to maintain spending from their own funds on TANF or TANF-related activities. The state has struggled to satisfy the MOE requirements for the TANF program because expenditures have not been materializing as they were in previous years. This could be, in part, due to fewer clients needing assistance. Through this solicitation, the state is seeking assistance in identifying other sources of qualifying MOE expenditures outside of the state, in order to avoid the penalty associated with failure to satisfy MOE requirements: a reduction in a state's subsequent year's block grant by \$1 for each \$1 shortfall from the required spending level.

For the SNAP E&T portion of this contract:

Supplemental Nutrition Assistance Program (SNAP) E&T program expansion is a requirement under federal guidance. The Food and Nutrition Act (the Act) of 2008 provides that the purpose of the Employment and Training (E&T) program is to provide opportunities to Supplemental Nutrition Assistance Program (SNAP) participants to gain skills, training or experience that will improve their employment prospects and reduce their reliance on SNAP benefits. Additionally, the E&T program offers a way to allow SNAP recipients to meet work requirements stipulated in the Act. The Act mandates that all non-exempt SNAP recipients register for work. State agencies have the authority to determine which local areas will operate a SNAP E&T Program and to develop criteria used to deem whether or not it is appropriate to refer individuals to the program.

The Act and SNAP regulations provide State agencies with a great deal of flexibility in designing the employment and training services they wish to offer SNAP recipients. Each State agency must develop and operate an E&T program that consists of one or more of the employment and/or training components. The program must be approved by the Food and Nutrition Service (FNS) through a State E&T Plan. A review of 15 States by the Government Accountability Office (GAO) in 2003 found that SNAP E&T participants were generally hard to employ because of a lack of education, a limited employment history, and because some SNAP recipients subject to work requirements are prone to substance abuse or homelessness. A State should tailor its E&T program to meet the needs of its participants and the local economy, thereby increasing the likelihood of recipients gaining self-sufficiency.

An E&T program offered by a State agency must include one or more of the components listed below.

- Job search
- Job search training
- Workfare
- Work experience
- Education
- Self-employment training
- Workforce Innovation and Opportunity Act (WIOA)
- Job Retention

State agencies have the discretion to design a unique component that meets the purposes of E&T, but are encouraged to design programs within the following categories to facilitate the reporting process:

Of special importance in designing a SNAP E&T program for Alaska, is the need for services for SNAP recipients subject to the Able Bodied Adults Without Dependents (ABAWD) requirements. ABAWD eligibility for SNAP is limited to any 3 months in a 36-month period (considered the 3-month time limit) unless the individual meets the

ABAWD work requirements listed further below. The 3-month time limit does not apply to individuals who are:

- 1) under 18 years of age or 50+ years of age;
- 2) medically certified as physically or mentally unfit for employment;
- 3) responsible for a dependent child or residing in a household where a household member is under age 18;
- 4) exempt from SNAP work requirements; or
- 5) pregnant.

All other SNAP participants are considered ABAWDs. The State of Alaska has had an ABAWD waiver in place since 1996. Alaska's waiver is scheduled to expire December 31, 2015. After that date, Alaska anticipates implementing the ABAWD provisions that may affect as many as 9,000 SNAP recipients who are not meeting work requirements.

ABAWDs can meet the work requirement by:

- Working 20 or more hours a week, averaged monthly;
- Participating in and complying with the requirements of a workfare program under section 20 of the Act or a comparable program established by a State or a political subdivision of a State; or
- Participating in and complying with the requirements of a work program for 20 or more hours a week. Work programs include, but are not limited to: an employment and training program, other than a job search or job search training program, operated or supervised by a State or political subdivision of a State that meets standards approved by the Governor of the State, including activities under the SNAP Employment and Training (E&T).

Development of a robust SNAP E&T program that operates in multiple locations across Alaska to serve the ABAWD population is vital to support employment outcomes and continued access to SNAP benefits for eligible participants.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Health and Social Services, Division of Public Assistance, is soliciting proposals for development and consultative services pertaining to two categories: Temporary Assistance for Needy Families Maintenance of Effort (TANF MOE) and Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T).

The State of Alaska is seeking proposals from entities that are already familiar with federal mandates regarding Employment and Training (E&T) Expansion. The state's intent is to use the same consultants to assist in developing both the SNAP E&T program expansion as well as the TANF MOE as required. Regarding the TANF MOE portion of this solicitation, the hope is to hire a consultant team to leverage qualifying activities from sources outside the Division of Public Assistance and the department to increase the MOE activity.

Design of an Alaska SNAP E&T program must consider the activities and the hours to be made available to SNAP recipients so they may meet work requirements and maintain eligibility for SNAP benefits. E&T job search or job search training components are not qualifying activities for ABAWDs. However, job search or job search training activities, when offered as part of other E&T components, are acceptable as long as those activities comprise less than half of the total required time spent in the components. In general, the work requirements are 20 hours per week.

SNAP E&T Components

- Education or Training – can include basic education, vocational or technical training, on-the-job training. Job search activities must be less than half of required hours. Activities must be described in State SNAP E&T Plan. (20 hours, alone or combined with other activities)
- Work Experience – includes Placements at public and private sector employers. Can include for-profit employers. Activities must be described in State SNAP E&T Plan. (20 hours, alone or combined with other activities. Mandatory unpaid work hours equal to the result obtained by dividing a household's SNAP allotment by the higher of the applicable Federal or State minimum wage.)
- Workfare – is placement at public, non-profit employers. Activities must be described in State SNAP E&T Plan. (Hours equal to the result obtained by dividing a household's SNAP allotment by the higher of the applicable Federal or State minimum wage.)
- NOTE: Optional Workfare programs may be operated by political subdivisions outside of the SNAP E&T program. Political subdivisions include any county, city, town or parish. Political subdivisions must submit workfare plans to State agencies and FNS. (Hours equal to the result obtained by dividing a household's SNAP allotment by the higher of the applicable Federal or State minimum wage.) These programs use Local and/or State government funding and 50 percent Federal reimbursement. State may not use 100 percent E&T grant. Political subdivisions are eligible for workfare savings.

Note that the 20-hour requirement does not apply to workfare components of E&T programs or optional workfare programs under section 20 of the Act. State agencies determine the hourly requirement for workfare by dividing a household's SNAP allotment by the higher of the applicable Federal or State minimum wage. This calculation produces the number of work hours required per month.

The 100% funding level for Alaska's E&T program in federal fiscal year was \$193,992. There is an expectation that in order to develop an Alaska SNAP E&T program that serves ABAWDs in areas subject to the requirements, additional/partner funding must be identified in order to leverage 50% federal funds. In addition, the Division of Public Assistance does not have the resources to staff a SNAP E&T program of the size needed to be available to affected ABAWDs. Administration of an effective and sustainable SNAP E&T program must leverage partner staff and resources, and include activity tracking, outcome measures and effective communication with the Division to ensure correct eligibility determinations for the ABAWD population.

Regarding TANF MOE: The Department wants assistance to develop and refine TANF MOE expenditure targets for Federal Fiscal year 2015 and beyond. The consultant will identify sources of additional MOE expenditures, meet with target agencies to explain the project, obtain agreements to document potential MOE expenditures, and collect these expenditures. Consultant will also analyze the expenditure information and accompanying data for applicability, accuracy and completeness and perform necessary calculations to “net out” non qualifying expenditures. “ACF” refers to US Department of Health and Human Services, Administration for Children and Families. Consultant will also be expected to document the qualifying MOE expenditures and methodologies employed and provide the expenditure data to staff for inclusion in the year end ACF reports. The types of staff in state agencies that the contractor must interview are Program Managers and Administrative Operations Manager with DPA, as well as other state entities and nonprofit organizations. The contractor will work with fiscal staff to identify expenditures and funding sources. Other helpful informational material that can be provided to the consultant includes the department’s grant award for TANF that identifies MOE requirements. The goal of this project is to identify sources of MOE eligible expenditures outside of the department.

Regarding SNAP E&T: The Department wants assistance to revise Alaska’s SNAP E&T state plan to implement and enter into compliance with federal policy for Able Bodied Adults Without Dependents. The consultant will identify the universe of existing employment and training programs that currently exist across the state and work with partner agencies, including Indian tribes and Alaska Native organizations responsible for those programs to determine the extent to which of their services are provided to SNAP recipients and how those services are funded. Consultant will also develop memoranda of understanding or other agreements to link the services provided by partner agencies to DHSS. The types of staff in state agencies that the contractor must interview are Program Managers and Administrative Operations Manager. Other helpful informational material that can be provided to the consultant includes the Existing State Plan. The goal of this project is to have a state plan that is in compliance with federal policies within the timeframes mandated by the USDA.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

Regarding TANF MOE services:

- a) Meet with DHSS staff to introduce the project and discuss new and third party MOE expenditures.
- b) Meet with DHSS staff to prepare ACF TANF financial reports (ACF-196, ACF-196R, ACF 202 and ACF 204). Meeting will be to brief staff and agree to a schedule for FFY2015 reporting timelines.
- c) Work with staff to refine the amount of MOE needed for FFY2015.
- d) Review Alaska State agency budgets, expenditures, and program descriptions to first identify up to three significantly funded programs that would likely 1) qualify as meeting TANF purposes; and 2) consist of expenditures that could be used as countable MOE expenditures. Then, meet with these agencies to discuss documenting expenditures.
- e) With input from Division staff, first identify up to three non-profit community organizations within Alaska that could have significant MOE expenditures. Then, meet with these organizations to explain the MOE expenditure initiative and determine willingness to participate as an MOE partner.
- f) Develop Memoranda of Agreement between Department and participating nonprofit community organizations as necessary. Submit the MOA’s to Department staff for review and approval before securing formal approval from the participating public and provide agencies. Work with the selected MOE expenditure project partners to identify MOE expenditures and required supporting data. Review the expenditures received for completeness and request modification and/or additional supporting data as necessary. Based on the expenditures received calculate countable MOE expenditures for each organization. Where applicable use ACF accepted methodologies for calculations.
- g) Submit countable MOE expenditures and methodologies used to division staff as identified and be available to answer questions and submit additional documentation as required.

Regarding SNAP E&T services:

- a) Meet with DHSS staff for initial discussions regarding project planning for a more robust SNAP E&T program.
- b) Develop a list of candidate agencies currently providing employment and training services to eligible SNAP participants.
- c) Identify up to four public and private agencies with whom the Division has access and arrange to meet with them to explain the potential of the SNAP E&T program; review their budgets, expenditures and program descriptions; and determine their willingness to participate as an SNAP E&T partner.
- d) Develop Memoranda of Agreements between the Department and participating partner agencies. Submit the MOAs to the Department of review and approval before securing formal approval from the participating public and private agencies.
- e) Assist the Division in filing and amendment to its SNAP E&T State Plan.
- f) Work with the selected partners to implement the protocols necessary to support their claim for Federal funding.
- g) Assist the initial set of partner agencies to submit their initial claims for FFP.
- h) Provide technical assistance to the Division and partner agencies within the resources available.
- i) Develop memoranda of understanding or other agreements to link the services provided by partner agencies to DHSS.
- j) Revise Alaska's SNAP E&T Plan to reflect updated estimates of new services, participants served and expenditures.
- k) Implement procedures for documenting the "knowing and willing participation" of SNAP recipients in the ET program and other protocols to assure compliance with applicable Federal Policy.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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 and provide the following information about each person listed:

- a. title,
- b. resume,

- c. location(s) where work will be performed,
- d. itemize the total number of estimated hours for each individual named above.

Offerors must provide either three reference names and phone numbers for similar projects the offeror's firm has completed, or three letters of reference.

Offerors must provide evidence within this section that they meet the minimum requirements specified in Section 2.08 Minimum Qualifications along with any certifications and credentials referenced in the resume or their proposal may be found non-responsive and may be rejected.

6.07 Cost Proposal

Please complete the Cost Proposal template in Section Eight (Attachments) of this RFP.

The completed cost proposal, along with any reference to pricing, is to be **excluded** from the body of the offeror's proposal. Instead, it should accompany the proposal in a separate, sealed envelope. Failure to comply with this requirement will result in a proposal rejected as non-responsive.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 1,000

7.01 Understanding of the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

7.02 Methodology Used for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03 Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?

7.04 Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided contact information of three references or three letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Contract Cost (40 Percent)

Overall, **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

7.06 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Included in this RFP document

1. Offeror's Checklist
2. Cost Proposal Form
3. Proposal Evaluation Form
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Attached Separately

5. Standard Agreement Form
 - a. Appendix A
 - b. Appendix B1
 - c. Appendix C
 - d. Appendix D
6. Notice of Intent to Award

OFFEROR'S CHECKLIST

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the offeror's proposal. **Offerors are to complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

Per section 1.04, the budget does not exceed \$465,000.00.

Evidence is provided on page #_____.

1. Per section 1.16, provide a statement regarding Offeror's Certification.

Evidence is provided on page # _____.

2. Per section 1.16, proposal has been **signed** by an individual authorized to bind the offeror to the provisions of the RFP.

Evidence is provided on page #_____.

3. Per section 1.17, provide a Conflict of Interest statement.

Evidence is provided on page # _____.

4. Per section 1.24, offeror has signed and returned the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

Evidence is provided on page # _____.

5. Per section 2.08, evidence that the offeror meets the minimum prior experience requirements:

Offeror must have at least five (5) years of experience dealing with federal policies governing the Temporary Assistance for Needy Families (TANF) program, particularly those related to Maintenance of Effort (MOE) requirements.

Evidence is provided on page #_____.

Must have successfully identified TANF MOE in at least one state, and must provide documentation of the programmatic and fiscal effects of that effort.

Evidence is provided on page #_____.

Must have at least five (5) years of experience dealing with federal policies governing the employment and training (E&T) component of the Supplemental Nutrition Assistance Program (SNAP).

Evidence is provided on page #_____.

Must have significantly expanded the SNAP E&T program in at least one state by increasing the partnership between the state human service agency and other public and private agencies, and must provide documentation of the programmatic and fiscal effects of that effort.

Evidence is provided on page #_____.

COST PROPOSAL

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per hour in a manner that DHSS can evaluate and score and then use to establish billing rates for the resultant contract. The hours indicated below do not necessarily represent the actual hours the successful contractor will perform.

Regarding TANF MOE services: Proposed cost not to exceed \$260,000.00

Hourly Consultant Rate \$ _____ x _____ hrs = \$ _____

TANF MOE Deliverables:

1. Meet with DHSS staff to introduce the project and discuss new and third party MOE expenditures.
2. Meet with DHSS staff to prepare ACF TANF financial reports (ACF-196, ACF-196R, ACF 202 and ACF 204). Meeting will be to brief staff and agree to a schedule for FFY2015 reporting timelines.
3. Work with staff to refine the amount of MOE needed for FFY2015.
4. Review Alaska State agency budgets, expenditures, and program descriptions to first identify up to three significantly funded programs that would likely 1) qualify as meeting TANF purposes; and 2) consist of expenditures that could be used as countable MOE expenditures. Then, meet with these agencies to discuss documenting expenditures.
5. With input from Division staff, first identify up to three non-profit community organizations within Alaska that could have significant MOE expenditures. Then, meet with these organizations to explain the MOE expenditure initiative and determine willingness to participate as an MOE partner.
6. Develop Memoranda of Agreement between Department and participating nonprofit community organizations as necessary. Submit the MOA's to Department staff for review and approval before securing formal approval from the participating public and private agencies. Work with the selected MOE expenditure project partners to identify MOE expenditures and required supporting data. Review the expenditures received for completeness and request modification and/or additional supporting data as necessary. Based on the expenditures received calculate countable MOE expenditures for each organization. Where applicable use ACF accepted methodologies for calculations.
7. Submit countable MOE expenditures and methodologies used to division staff as identified and be available to answer questions and submit additional documentation as required.

Regarding SNAP E&T services: Proposed cost not to exceed \$205,000.00

Hourly Consultant Rate \$ _____ x _____ hrs = \$ _____

SNAP E&T Deliverables:

8. Meet with DHSS staff for initial discussions regarding project planning for a more robust SNAP E&T program.
9. Develop a list of candidate agencies currently providing employment and training services to eligible SNAP participants.
10. Identify up to four public and private agencies with whom the Division has access and arrange to meet with them to explain the potential of the SNAP E&T program; review their budgets, expenditures and program descriptions; and determine their willingness to participate as an SNAP E&T partner.
11. Develop Memoranda of Agreements between the Department and participating partner agencies. Submit the MOAs to the Department of review and approval before securing formal approval from the participating public and private agencies.
12. Assist the Division in filing and amendment to its SNAP E&T State Plan.
13. Work with the selected partners to implement the protocols necessary to support their claim for Federal funding.
14. Assist the initial set of partner agencies to submit their initial claims for FFP.
15. Provide technical assistance to the Division and partner agencies within the resources available.
16. Develop memoranda of understanding or other agreements to link the services provided by partner agencies to DHSS.
17. Revise Alaska's SNAP E&T Plan to reflect updated estimates of new services, participants served and expenditures.
18. Implement procedures for documenting the "knowing and willing participation" of SNAP recipients in the ET program and other protocols to assure compliance with applicable Federal Policy.

SNAP E&T and TANF MOE Grand Total: \$ _____
(not to exceed \$465,000.00)

This page must be completed and submitted with all offers and received by the State at the time and date set for receipt of proposals.

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

7.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 100 Points

1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 100 Points
1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

- [b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

- [c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 100 Points
1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

- [b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

- [c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

- [d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 200 Points

1000 Points x 20 Percent = 200 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 40 Percent

Maximum Point Value for this Section - 400 Points
1000 Points x 40 Percent = 400 Points

Overall, 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR 7.05

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.

Point Value for Alaska bidders in this section -- 100 Points

1000 Points x 10 Percent = 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 100)

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.