#### STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title		1	cy Fund Code		Appropriation Code
2020-0200-4381	AAPEX Contra	54407.00	N/A	1	N/A	
5. Vendor Number	6. IRIS GAE Number ( N/A	if used)		7. Alaska Business License N	umber	
This contract is between the State	e of Alaska,					
8. Department of	1	Division				
Administration		Commissioner's	s Office		hereafter t	the State, and
9. Contractor						
Alverez & Marsal Public S	Sector Services, LL	С				hereafter the contractor
Mailing Address	Street or P.O. Bo	x		City	State	ZIP+4
111 3 <sup>rd</sup> Avenue,	Suite 2450		Sea	ittle, W.	A	98101
10. ARTICLE 1. Appendices: A	ppendices referred to in	this contract and att	ached to it	are considered part of it.		
2.2 Appendix B1 se 2.3 Appendix C set ARTICLE 3. Period of Perfo ARTICLE 4. Consideration 4.1 In full considera \$ 4,994,900.0	eneral Provisions), Articl ets forth the liability and s forth the services to be ormance: This contract s: ation of the contractor's p 0 in accordance with th	insurance provisions e performed by the co begins on the date th performance under th e provisions of Apper	of this con ontractor. ne contract nis contract ndix D.	erformance of services under th tract. is fully executed and ends <u>Oct</u> t, the State shall pay the contra- er or the Agency Contract Num	ober 31, 202 ctor a sum n	ot to exceed
11. Department of			Attention	: Division of		
Administration			Comn	nissioners Office		
Mailing Address			Attention	:		
550 W 7 <sup>th</sup> Ave, Suite 197	0, Anchorage, AK	99501	Kelly	Tshibaka		
12. CON	TRACTOR					
Name of Firm Alvarez & Marsal Public			doc cha fun	RTIFICATION: I certify that to cuments are correct, that to arge against funds and app ds are encumbered to pay	his vouche propriations this obligati	r constitutes a legal cited, that sufficient on, or that there is a
Signature of Authorized Representat	$\square$	Date October 23, 2019	obli ent mut	ficient balance in the app igation. I am aware that to ries or alternations on a put tilate, suppress, conceal, ro	knowingly blic record, emove or	make or allow false or knowingly destroy, otherwise impair the
Mark Howard				ity, legibility or availability pering with public records		
Title			.82	0. Other disciplinary action r		
Managing Director			disi	missal.		
	TING AGENCY		Signature Designee	of Head of Contracting Agency	or	Date
Department/Division		Date 10/23/19	$\square$			10/23/19
Administration/Commissi		10/25/19	4	And		10/23/19
Signature of Project Director	shibaka	4	11	Printed Name Gotschall		
Typed or Printed Name of Project Dir	rector		Title			
Kelly Tshibaka			Divisio	on Operations Manager, D	epartmen	t of Administration
Title						
Commissioner, Department	of Administration					

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

#### APPENDIX A GENERAL PROVISIONS

#### Article1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract. Notwithstanding anything to the contrary, any such inspection shall be during normal business hours and subject to reasonable advance written notice and security procedures.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

3.1 If the contractor has a claim arising in connection with the contract 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 - 632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination. Furthermore, the contractor may terminate this Agreement but only for Good Reason. For purposes of the foregoing, "Good Reason" shall mean a breach by the State of its obligations under this agreement that is not cured within 30 days of written notice thereof.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials. Notwithstanding anything to the contract, the contractor shall retain all right, title and interest in all of its pre-existing intellectual property and all methodologies, processes, techniques, ideas, concepts, electronic and written workpapers, trade secrets, and know-how embodied in any work prepared or delivered by the contractor under this agreement.

#### Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

#### Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

#### Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

#### Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### Article 17. Liability:

Except for liability for third party claims as set forth in Appendix B1, the contractor's total liability relating to this agreement shall in no event exceed the fees actually paid to the contractor for the portion of the work giving rise to liability, except to the extent that such liability is finally determined to have arisen from acts of contractor that constitute willful misconduct or gross negligence. In no event will the contractor be liable for any special, consequential, incidental or exemplary damages or loss.

#### Article 18. No Conflicts:

Notwithstanding anything to the contrary, because the contractor and its affiliates comprise a consulting firm ("Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that Firm may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the State of Alaska. Firm will not be prevented or restricted by virtue of providing the services under this agreement from providing services to other entities or individuals, including those whose interests may be in competition or conflict with the State of Alaska's, provided Firm discloses the conflict, the state consents, and the contractor makes appropriate arrangements to ensure that the confidentiality of information is maintained.

#### APPENDIX B<sup>1</sup> INDEMNITY AND INSURANCE

#### Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for, bodily injury or damage to real and/or tangible personal property arising out of the error, negligent omission or negligent act of the Contractor in its performance of services under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the independent negligence of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

#### Article 2. Insurance

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

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

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

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

#### APPENDIX C SCOPE OF WORK

The terms and conditions of this contract, including the scope of work/services, are contained in the following documents, incorporated by reference.

- Appendix E: RFP #2020-0200-4381, Improvement of Shared IT and Back-Office Service Functions, as amended, issued by the Department of Administration, Shared Services of Alaska.
- Appendix F: Clarification Questions and Vendor's Responses, Email dated October 16, 2019.
- Appendix F: Proposal submitted by Alvarez and Marsal Public Sector Services, LLC. to RFP #2020-0200-4381 and updated to include the agreed upon plan.

**Order of Precedence:** Any conflict among these documents shall be resolved by giving priority in the order listed below.

- 1. Contract Document #2020-0200-7381 (Standard Agreement Form, Appendices A-D);
- 2. Appendix E: RFP #2020-0200-4381, Improvement of Shared IT and Back-Office Service Functions, as amended; issued by Shared Services of Alaska;
- 3. Appendix F: Clarification Questions and Vendor's Responses, Email dated October 16, 2019;
- 4. Appendix G: Proposal submitted by Alvarez and Marsal Public Sector Services, LLC in response to RFP #2020-0200-4381.

#### Negotiated Terms and Conditions:

- The State agrees to provide written notification of acceptance or rejection of all final deliverables within 15 business days of submission. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.
- Airfares shall be reimbursed at Coach rates for all flights under 4 hours. Flights that exceed 4 hours in duration may be booked at business class rates.

#### **Payment Terms:**

The State will make payments based on a negotiated payment schedule and receipt of an exact and undisputed monthly invoice. Each monthly invoice will include:

- Identification of the Phase;
- Components/activities of the phase;
- Title of employee performing work on the phase;
- Hours worked on the phase;
- Travel expenditures; and,
- Progress report.

No payments will be made until the progress report, deliverables and undisputed invoice have been approved by the Project Director.

#### APPENDIX D COST PLAN

**Financial Considerations:** The total amount of this contract shall not exceed **\$4,994,900** without prior written approval by the Commissioner of the Department of Administration. Costs for each Phase and Travel cost are identified below:

#### Phase 1:

Title	Hourly Rate	Estimated Hours	Total Amount
Managing Director	\$525.00	272	\$ 142,800.00
Senior Director	\$475.00	400	\$ 190,000.00
Director	\$395.00	600	\$ 237,000.00
Manager	\$350.00	800	\$ 280,000.00
Senior Consultant	\$315.00	0	\$ -
Consultant	\$275.00	200	\$ 55,000.00
Phase 1 Total Amount Not to Exceed:			\$ 904,800.00

#### Phase 2:

Title	Hourly Rate	Estimated Hours	Total Amount
Managing Director	\$ 525.00	352	\$ 184,800.00
Senior Director	\$ 475.00	560	\$ 266,000.00
Director	\$ 395.00	840	\$ 331,800.00
Manager	\$ 350.00	1120	\$ 392,000.00
Senior Consultant	\$ 315.00	0	\$ -
Consultant	\$ 275.00	280	\$ 77,000.00
Phase 2 Total Amount	\$1,251,600.00		

#### Phase 3:

Title	Hourly Rate	Estimated Hours	Total Amount
Managing Director	\$525.00	468	\$ 245,700.00
Senior Director	\$475.00	1760	\$ 836,000.00
Director	\$395.00	880	\$ 347,600.00
Manager	\$350.00	1760	\$ 616,000.00
Senior Consultant	\$315.00	0	\$ -
Consultant	\$275.00	880	\$ 242,000.00
Phase 3 Total Amount Not to Exceed:			\$2,287,300.00

**Travel Considerations:** Travel shall include airfare, hotel, and rental car not to exceed \$551,200.00 without prior written approval by the Commissioner of the Department of Administration. Airfares shall be booked at Coach fares. Flight times that are determined to exceed 4 hours in duration may be booked at business class rates.

	Airfare		
Anchorage	Sunday-Thursday		
from	Approx travel time	Ave Cost - round trip	Staffing
Seattle	3 h, 40 min	\$ 325.00	6
Denver	5 hours 13 min	\$ 750.00	2
San Francisco	7 hours	\$ 550.00	1
LA	7 h, 46 min	\$ 450.00	1
	Weighted Average	\$ 445.00	
Juneau	Sunday-Thursday		
from	Approx travel time	Ave Cost - round trip	Staffing
Seattle	2 h, 45 min	\$ 375.00	6
Denver	8 h, 30 m	\$ 725.00	2
San Francisco	7 hours	\$ 625.00	1
LA	10 hours	\$ 775.00	1
	Weighted Average	\$ 510.00	
	Airfare	477.5	

Hotel				
Anchorage		Avg Cost – 4 night stay		
Courtyard by Marriot Anchorage Airport	6 miles from airport	\$ 550.00		
4901 Spenard Rd. Anchorage				
Juneau		Avg Cost – 4 night stay		
Four Points by Sheraton Juneau	8 miles/ 12 minute drive	\$ 831.00		
51 Eagan Dr. Juneau				
Hotel \$ 690.50				
	Rental Car			
Anchorage	Full Size	\$ 284.00		
Juneau	Full Size	\$ 225.00		
	Transportation	\$ 254.50		

3 Meals per Day	\$ 300.00
Total Weekly Cost	\$ 1,722.50
Weeks	32
Staff	10
Total Estimated Cost	\$ 551,200.00

**Payment:** Each billing must consist of a detailed invoice and progress reports with deliverables based on the negotiated Payment Terms in Appendix C of this contract. No payment will be made until the progress report, deliverables and invoice have been approved by the Project Director.

**Payment for Travel & Per Diem:** Payment will be made within 30 days after receipt of a true and exact invoice. Vendor is required to provide all expenses for the month listed by person, and by category: Airfare, hotel, rental car, food, miscellaneous expenses.

# **APPENDIX E**

# STATE OF ALASKA REQUEST FOR PROPOSALS



# Improvement of Shared IT and Back-office Service Functions

# RFP # 2020-0200-4381

# Issued: September 19, 2019

Information Technology consolidation and back-office support consolidation as Shared Services in the government sector.

**ISSUED BY:** 

Department of Administration Shared Services of Alaska PRIMARY CONTACT:

Mindy Birk Procurement Officer Melinda.birk@alaska.gov (907) 465-5678

### 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 ABOVE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO REGISTER WITH THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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# SECTION 1. INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The purpose of this Request for Proposal (RFP) is to seek out and engage a professional consulting firm with expertise in Information Technology consolidation and back-office support consolidation as Shared Services in the government sector. The State is seeking professional support for the development of a robust strategy plan and assistance with implementation to achieve consolidated services, cost savings, and customer satisfaction of IT and shared services functions within the Department of Administration.

A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS PROVIDED IN SECTION 3.

### SEC. 1.02 BUDGET

Department of Administration, Office of the Commissioner, estimates a budget of between \$3 million and \$5 million dollars for completion of both phase one and phase two of this project. Proposals priced at more than \$5 million dollars total for this project will be considered non-responsive.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on October 11, 2019. Emailed proposals are acceptable but not encouraged. Faxed proposals, or proposals submitted through the Alaska IRIS Vendor Self-Service are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

Offerors must have experience in strategy, planning, and implementation of large-scale government shared services or Information Technology consolidations. All Offerors must be a member of the National Governor's Association Partners (NGA Partners), or a firm that offers all the following services in-house (without sub-contracting): professional services, audit, assurance services, taxation, management consulting, advisory, actuarial, corporate finance and legal services. Offerors must have been in business as a company in good standing for at least 25 years.

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.

### SEC. 1.05 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 deadline for receipt of proposals. This will allow time for the 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 deadline for receipt of proposals.

### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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.

PROCUREMENT OFFICER: Mindy Birk – PHONE (907) 465-5678 – EMAIL: melinda.birk@alaska.gov

#### SEC. 1.07 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received by the posted closing date and time listed in Section 1.03 of this solicitation. Proposals received after the deadline will be late and rejected.

If submitting a proposal through U.S. Mail, or courier service, offeror must submit one hard copy of their proposal, in writing, to the procurement officer 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.

Additionally; Offeror must include in the package one copy of the proposal on a CD Rom or USB flash drive with the Technical Proposal and the Cost Proposal saved in separate files and clearly identified as Vendor Name-Technical Proposal and Vendor Name-Cost Proposal.

The sealed proposal package(s) must be addressed as follows:

Department of Administration Shared Services of Alaska Attention: Mindy Birk Request for Proposal (RFP) Number: 2020-0200-4381 RFP Title: Improvement of Shared IT and Back-office Service Functions

If using <u>U.S. mail</u>, please use the following address:

#### PO Box 110210 Juneau AK 99811-0210

If using a <u>courier service</u>, please use the following address:

#### 333 Willoughby Ave., Suite 801 Juneau AK 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to <u>doa.dgs.info@alaska.gov</u> 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 state 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) 465-2250 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Proposals will NOT be accepted if submitted by facsimile or through the Alaska IRIS Vendor Self-Service.

### SEC. 1.08 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.

### SEC. 1.09 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.

### SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

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.

### SEC. 1.11 RFP SCHEDULE

The RFP 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 deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP September 19, 2019 (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site.),
- Pre-proposal conference on October 2, 2019,
- Deadline for receipt of proposals October 11, 2019,
- Proposal Evaluation Committee complete evaluation by October 17, 2019,
- State of Alaska issues Notice of Intent to Award a Contract October 17, 2019,
- (Minimum period between issuing Notice of Intent and issuing contract is 10 days to allow time for protests.)
- State of Alaska issues contract October 28, 2019,

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

### SEC. 1.12 PRE-PROPOSAL TELECONFERENCE

A pre-proposal teleconference will be held at 9:00 a.m., Alaska Time, on October 2, 2019 from Juneau, Alaska. The purpose of the tele-conference is to discuss the work to be performed with the prospective offerors, allow them to ask questions concerning the RFP, and to provide a thorough education on the RFP process being used.

#### To participate in the Pre-proposal Teleconference, you will need the information below:

Phone Number: (800) 315-6338 Access Code: 86984

To obtain the greatest benefit from this meeting, offerors are strongly encouraged to have their direct supervisory personnel/critical project team members (in lieu of executives, business development, or sales personnel) on the call. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal tele-conference so that reasonable accommodation can be made.

### SEC. 1.13 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.

### SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

# SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

**Shared Services of Alaska** (SSOA) houses back-office support such as central mail, property surplus, leasing State owned facilities and maintenance, statewide purchasing, and procurement. In August of 2015, consolidation efforts of the back-office support, more specifically, the travel and payables functions, began. In addition to these functions, collections activities were transferred from the Department of Law and the Courts.

In FY2019, the facilities maintenance activities were transferred to the Department of Transportation. For FY2020, the consolidation of all procurement functions across State Departments into Shared Services will begin.

SSOA is funded by agency receipts that are charged through a federally approved statewide cost allocation methodology. In addition, there is a 1.5% vendor rebate which has been negotiated into Statewide contracts that is anticipated to generate up to \$1.5 million annually on an estimated \$100 million in State spending. This revenue will also be used to fund a portion of Shared Services. Shared Services is in Anchorage at the Atwood Building and in Juneau at the State Office Building. Below is background information on each function:

- Procurement
  - Procurement functions across State agencies need to be consolidated into SSOA
  - Procurement throughout Departments and agencies differ and some of the reasons are necessary
  - By combining procurement, we can create cost-savings
- Travel and Expense
  - 615 State employees "touch" travel & expense and accounts payable
  - This equates to 263 full-time employees (FTEs)
  - In 2017, SSOA was processing 12,000 of 40,000 annual trips (30%)
  - A goal is to make better utilization of the State's travel and expense software so we can reduce the number of employees processing Travel & Expense to 130
- Accounts Payable
  - Through Kaizen process, a review of both State procurement and accounts payable functions was completed
  - Transaction testing in the State's ERP IRIS was completed in 2018
- Collection of Delinquent Accounts Receivable
  - Hired Account Control Technology, Inc. (ACT) to work on behalf of the State to collect delinquent debt
  - Rolled over the Alaska Court System debt and the Department of Law legacy debt which is approximately 90,000 accounts
  - Setup the garnishment process through Permanent Fund Dividend Division on 40,000 accounts for \$6.1 million dollars in 2017
  - Shared Services receives a 5% fee on collected funds

Shared Services of Alaska's existing challenges include identifying all the staff that need to transfer over to achieve complete consolidation of Shared Services; assess processes and shift internal alignment accordingly to maximize efficiencies; change processes and policies to be consistent; and offer training across the State so there is consistency in knowledge and process.

**Office of Information Technology (OIT)** provides centralized services including application hosting, communications and collaborations support, and software, consulting, enterprise application, end user services and workspace productivity. OIT was created in 2017 to centralize all telecommunication and information services currently performed by executive branch agencies and consolidate them statewide under the single authority of a single office. Previously information technology services were decentralized. Pre-2017, the office managed hosting, statewide area network, enterprise applications, help desk, mainframe services, IT security and governance; most Departments had their own IT services. The State started to consolidate in 2017, but that effort was not fully successful and did not reach completion.

OIT offers support to over 15,000 State and partner agency employees in over 70 communities located across Alaska. Funding is provided through an internal chargeback to State agencies using a federally approved statewide cost allocation plan, and some general funds that are specific to the State of Alaska Telecommunications System. Rates change annually (See Attachment 2, "Rate Sheet" of this RFP). OIT is focusing on:

- Customer Satisfaction
  - Facilitating communication
  - Facilitating excellent customer service
  - Baseline survey was completed so benchmarks can be set
  - Preparing infrastructure to support the telework program
- Consolidated Services
  - Consolidate IT services from all Departments into DOA
  - Crucial migration to the cloud has begun
  - Current state of the data warehouse is in extreme condition
  - Consolidate data warehouse across State
- Cost Savings
  - E-signature capabilities
  - Creating digital onboarding paperwork and process
  - Automation of timecards, performance reviews, recruitment process and hire requests
  - IT staff needs tools to work smarter and more efficient like Microsoft Teams, etc.
  - The OIT team is extremely creative. Need to find ways to use that creativity to help SOA and DOA find more efficiencies

In addition to improving customer satisfaction, realizing cost savings, and achieving seamless centralization of consolidated IT services, OIT's challenges also include staff shortages, lack of automated processes, and severely outdated technology and servers.

# SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

### SEC. 3.01 SUMMARY

The purpose of this Request for Proposal (RFP) is to seek out and engage a professional consulting firm with expertise in Information Technology consolidation and back-office support consolidation as Shared Services in the government sector. The State is seeking professional support for the development of a robust strategy, plan, and assistance with implementation to achieve consolidated services, cost savings, and customer satisfaction of IT and Shared Services functions within the Department of Administration.

The State expects the Offeror to give a detailed response for all Phases in this RFP but reserves the right to utilize Phase three based upon the outcome of proposed Phases one and two.

#### SEC. 3.02 OBJECTIVES

The critical objectives of this service are:

- 1. Assess the effectiveness of current back-office Shared Services
- 2. Define, design, and plan remaining IT consolidation and shared service improvements
- 3. Provide experience, expertise, oversight, and day-to-day management of the consolidation and improvement efforts, in partnership with current division leadership.

Services to be consolidated within the objectives of tis contract (the "services"):

- Information Technology
- Centralized Procurement
- Travel Administration
- Finance & Accounting: Accounts Payable, Collections
- Leasing
- Centralized Mail and Print Services

The DOA Divisions and services <u>not</u> to be consolidated within the objectives of this contract:

- Human Resources (Division of Personnel)
- Audits and Accounting (Division of Finance)
- Risk Management

#### SEC. 3.03 CONTRACTOR RESPONSIBILITIES

#### Phase 1: Review the current state of Shared Services and IT consolidation

The goal of this assessment phase is to determine key pain-points faced by the consumers of the services. The assessment outcome should clearly identify the attributes of services that are operating well and challenges that need to be addressed.

#### Phase 2: Develop the plan to improve services and complete IT consolidation

The goal of this phase is to understand the as-is state of IT and Shared Services, identify root causes for the service delivery and customer service challenges, define the target state for each of IT consolidation and back-office Shared Services, and determine the set of actions required to address the challenges.

#### Phase 3: Build and Implement

This phase will include activities for the awarded firm to perform or require the State to conduct for successful implementation of their consolidation and back-office Shared Services improvements. This Phase will be implemented based upon the outcome of Phases 1 and 2 listed above.

### SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award until the work required by this RFP, from Phase 1 through Phase 3, is complete, not to exceed one year, unless authorized in writing, by the Commissioner of Administration.

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

### SEC. 3.05 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Review of current state of Shared Services and IT consolidation. A written product or presentation that summarizes the conclusions and findings from the activities and requirements set forth below in Section 4.06, Submittal Form D, Phase 1 Assessment of Current State.
- **B.** Develop the plan to improve services and complete IT and Procurement consolidation. As described in Section 4.07, Submittal Form E, Phase 2 Plan Development, provide a written product or presentation of the business case; deliver communication tools; provide a documented inventory of IT and back-office shared functions; provide a Shared Services model; develop and/or enhance the service model; develop project, portfolio, and service management strategy for the consolidated IT and back-office shared service functions; provide a plan for successfully consolidating all procurement functions into Shared Services; develop a plan for organizational change; provide a communications plan; provide an evaluation of training needs; provide a resources assessment and plan for handling staff determined to be in roles that do not match their knowledge, skills, abilities, or strengths; provide recommendations for organization structures; provide a financial model; develop detailed improvement and consolidation plans to improve services of the consolidated IT and back-office functions; and meet all other requirements delineated in Section 4.07, Submittal Form E, Phase 2 Plan Development.
- C. Build and Implementation. As described in Section 4.08, Submittal Form F, Phase 3 Build and Implementation, an implementation plan; an HR resource alignment and relocation plan for IT and back-office support personnel; build and deliver a service catalog; service level agreements with all Departments; recommendations for monitoring and reporting of services; risk and issue management during the stabilization period, including regular reporting to the Directors and Deputy Commissioners; an improved shared IT and back-office Shared Services funding, billing, and cost allocation model; a performance based budget for shared IT and back-office Shared Services; survey of stakeholders; develop and deploy communication materials; consolidate IT functions; implement and training, plan and framework for executing consolidated procurement; track key metrics of consolidation benefits and report progress; develop a strategy and plan to optimize the shared service effectiveness and

performance; and meet all other specifications set forth in Section 4.08, Submittal Form F, Phase 3 – Build and Implementation.

**D.** Legislative and Executive Briefings. As necessary or requested, prepare materials and provide briefings to legislative oversight committees, members of the legislature, Commissioners, and/or staff in the Office of the Governor.

### SEC. 3.06 UNIQUE CONSIDERATIONS

Currently, some of the IT and back-office support functions are in Juneau and some are in Anchorage. Anchorage and Juneau are about a 90-minute flight away from each other.

### SEC. 3.07 CONTRACT TYPE

This contract is a fixed price contract.

### SEC. 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 with deliverables. No payment will be made until the progress report, deliverables and invoice have been approved by the Project Director.

### SEC. 3.09 CONTRACT PAYMENT

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

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

### SEC. 3.10 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed are at Juneau and Anchorage, Alaska. The Contractor also can perform some work remotely.

The State will provide workspace for the Contractor when the Contractor is on site in Anchorage or Juneau. The Contractor must provide its own workspace when working remotely.

Travel cost will be quoted separately on the Cost Proposal. Costs included in the budget are estimated for no more than 10 people to spend no more than 32 weeks in Anchorage and Juneau. Travel to other locations will not be required.

When quoting travel costs, the contractor shall include in their price proposal all travel costs, including but not limited to, transportation, lodging, and per diem costs sufficient to pay for no more than 10 person(s) for one trip to Anchorage and one trip to Juneau. One trip is for evaluation purposes, actual estimated travel is up to 10 people on site for up to 32 weeks working in Alaska.

#### Note: The State will only reimburse flight costs at coach rate.

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 these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 3.11 SUBCONTRACTORS

Subcontractors will not be allowed.

#### SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

#### SEC. 3.13 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.

### SEC. 3.14 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 or procurement officer. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

# SEC. 3.15 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.

### SEC. 3.16 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 Administration or the Commissioner's designee.

### SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

### SEC. 3.18 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 and indemnification requirements. No alteration of these requirements will be permitted without prior written approval from the

Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal in a separate document.

### SEC. 3.19 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 in SECTION 8. attachments.

# SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limit
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Prior Experience and Qualifications	4
Submittal Form C – Methodology Used for the Project	4
Submittal Form D – Phase 1 - Assessment of Current State	4
Submittal Form E – Phase 2 – Plan Development	4
Submittal Form F – Phase 3 – Build and Implementation	4
Submittal Form G – Cost Proposal	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. The state also reserves the right, in its sole discretion, to modify a proposal to remove any minor information that may be non-compliant.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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 and the Standard Agreement Form, Appendix A;
- 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 180 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.

The Submittal Form also requests the following information:

- a. The complete name and address of offeror's firm along with the offeror's Tax ID.
- b. Information on the person the state should contact regarding the proposal.
- c. Names of critical team members/personnel.
- d. Addenda acknowledgement.
- e. Conflict of interest statement.
- f. Alaska preference qualifications (if applicable).

An offeror's failure to provide all information in the Submittal Form may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### SEC. 4.04 PRIOR EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

(See Section 1.04) The Offeror must complete and submit this Submittal Form. Offerors must provide comprehensive narrative statements that demonstrate the consultant's overall prior experience and qualifications, including at a minimum, the following:

- 1. Offeror must give examples of prior engagements of their firm's strategy, planning, and implementation of large-scale government Shared Services or information technology consolidations.
- 2. Offeror must confirm if their firm is a member of the National Governor's Association Partners (NGA Partners) or, offeror must explain in detail how their firm offers professional services, audit, assurance services, taxation, management consulting, advisory, actuarial, corporate finance and legal services without sub-contracting.
- 3. Offeror must provide a list of considerations based on their understanding of the State's needs and their firm's previous experiences with large shared-services implementations and list any assumptions they are making in formulating their responses to this RFP.

### SEC. 4.05 MANAGEMENT PLAN USED FOR THE PROJECT (SUBMITTAL FORM C)

The offeror must complete and submit this Submittal Form. At a minimum, your response must address the following:

- 1. Offeror must provide a detailed explanation of processes, methods, metrics, and reports necessary to manage and monitor the progress of the project, for performing the consolidations and improvements.
- 2. Offeror must provide a timeline and milestones, and describe how they will work to ensure milestones and timelines are kept on schedule and what happens when the project goes longer than planned. Identify what functions of the work would be completed remotely and what functions would be completed on-site in Alaska, and how much time each would take, respectively.
- 3. Offeror must describe in detail methods for measuring success. That includes at a minimum: key risks the State should be aware of during this project and how they recommend the State mitigate those risks; key operational, financial, or other metrics and benchmarks to determine a successful outcome; approaches to determine stakeholder satisfaction in determining success; and, a plan for creating the State's stability of operations without dependency on the firm after completion of the contract.
- 4. Offeror must also include processes to identify, track, assess and develop response and/or contingency plans/preventative measure for project risk.
- 5. Offeror must also provide a detailed staffing plan that identifies all the personnel with the roles that are required to complete the planning and implementation. The staffing plan must provide the role and responsibilities for each key person on the project along with time allocation to the project and must include a profile with relevant experience. Offeror must describe in detail how their firm plans to address the change of personnel assigned to the project. The State expects any change in personnel to have the commensurate level of skills and experience as those provided in the plan. If not, the State reserves the right to request a staff member with skills and experience commensurate to those provided in the plan.

### SEC. 4.06 PHASE 1 – ASSESSMENT OF CURRENT STATE (SUBMITTAL FORM D)

The offeror must complete and submit this Submittal Form. The State sees a clear delineation between assessment, plan, build, and implementation.

Please describe activities your firm proposes to perform or requires be conducted by the State for successful assessment of the Shared Services and IT consolidation's current state.

At a minimum, your response must include how your firm plans to address:

- 1. **Maturity Assessment Framework** Determine components of services to be assessed for efficiency and effectiveness. Identify relevant metrics and benchmarks.
- Voice of the Customer Review information on the state of Shared Services and consolidation, and conduct interviews with critical stakeholders to capture their requirements, priorities, expectations, and concerns. Utilize this information to inform key performance indicators for service improvements.
- 3. **Gaps and Observations** Document the progress of the consolidations against the projected consolidation benefits and customer expectations. Identify gaps and constraints. Provide your

objective observations on the current state of the IT consolidation and back-office Shared Services. Also provide preliminary recommendations that will drive the next phase.

### SEC. 4.07 PHASE 2 – PLAN DEVELOPMENT (SUBMITTAL FORM E)

The offeror must complete and submit this Submittal Form.

Please describe activities your firm proposes to perform or requires conducted by the State for successful planning of the IT and back-office shared service consolidations and improvements.

At a minimum, your response must include how your firm plans to address:

- Business Case Development Critical outcomes for consolidation include improved quality, speed, and cost-effectiveness of Shared Services. Use the objectives, expectations, and outcomes of the consolidations obtained from key stakeholders representing the departments and administration to develop a business case identifying high-level costs, risks, and benefits, including a high-level timeline with consolidation phases, key activities, milestones, and dependencies. Provide communication tools to help socialize the value of the change. Include key metrics that need to be managed and used during the program.
- 2. Operating Model and Service Model Review the business architecture and current operating model. Analyze the current operating model of other shared services across departments. Perform analysis and develop an inventory of IT and back-office Shared Services across DOA. Align the target operating models with the State's business model, i.e., identify the level of consolidation that will meet the expected benefits of the program. Develop a shared service model to provide stable and quality services the departments expect, which includes, at a minimum, requisite policies, procedures, controls, and performance objectives.
- Governance Model Analyze existing governance mechanisms/models across agencies based on statutes, rules, and policies. Develop and/or enhance the governance models including roles and responsibilities of the oversight committees.
- 4. Project, Portfolio, and Service Management Strategy Review the existing portfolio of IT and back-office shared service projects across the departments and administration. Develop project, portfolio, and service management strategy for the consolidated IT and back-office shared service functions which addresses matching the demand for services with supply, portfolio governance, and how projects are prioritized.
- 5. Organizational Change Management Develop a plan for organizational change, including stakeholder assessment, change impact assessment including solutions where consolidation will be difficult, communication, and training. Provide a plan for communications between the consolidated IT and procurement services organizations, stakeholders, and customers of IT and back-office Shared Services, which ensures the efficient flow of information. Develop a plan for communication of change within the Department of Administration. Provide a plan for successfully consolidating all procurement functions into Shared Services. Evaluate training needs based on the resource skills assessment and conduct training for their respective new roles in the shared service organization, as needed.
- 6. **Resource Assessment** Identify staff performing IT and back-office shared service functions and assess fit for Shared Services roles with respect to their skills, competencies, experience, and job

functions. Develop a plan for how to handle staff that are assessed as a low fit. Identify where staff resources are needed in secondary agencies to support consolidation efforts and provide those resources as needed.

- 7. **Organizational Structure** Recommend organization structures that can be utilized to support consolidated IT and back-office Shared Services. Describe organization design methodology and propose organization structures for shared IT function and back-office Shared Services. Any proposal must comply with the State's collective bargaining agreements. Any proposal to privatize part of the shared IT function or back-office Shared Services must first be supported by a feasibility study that shows a cost savings and performance improvement for the State to go that direction.
- 8. **Financial Model** Perform an analysis of funding streams, services rate structures, existing cost allocation models, applicable federal and state regulations, and projected operational costs for the Shared Services.
- 9. Improvement and Consolidation Plan Develop detailed improvement and consolidation plans to improve services of the consolidated IT and back-office functions, particularly consolidated procurement. These plans should at a minimum address the following components: tasks & dependencies, schedule, roles, risk management plan, issues management plan, and project budget. The plans should also include project resource needs both internal and external, along with the required roles and responsibilities.

### SEC. 4.08 PHASE 3 – BUILD AND IMPLEMENTATION (SUBMITTAL FORM F)

The Offeror must complete and submit this submittal form.

Please describe activities your firm proposes to perform or requires conducted by the State for successful implementation of the IT consolidation and back-office shared service improvements, should the State choose to continue with this Phase.

At a minimum, your response must include how your firm plans to:

- 1. **Improvement and Consolidation Plan Execution** Manage the plan through the implementation stage, updating and adjusting dependencies and timelines.
- 2. **Resource Alignment and Relocation** –Support State HR in reassigning roles and organizational alignment.
- 3. Service Catalog and Delivery Build a service catalog which includes, at a minimum, service descriptions, fee structures, service level agreements, and service metrics.
- Service Transition and Monitoring Support the transition of current services to Shared Services model maintaining quality of services in line with established service agreements. Where service agreements do not exist, assist in developing them. Develop recommendations for the monitoring and reporting of the services.
- 5. **Risk and Issue Management** Perform risk and issue management during the stabilization period. This includes regular reporting and escalations to the directors and Deputy Commissioners and supporting remediation activities.
- 6. **Finance Model** Support the administration in developing and implementing an improved shared IT and back-office Shared Services funding, billing, and cost allocation model, including

identifying changes to recommend for change in finance systems and procedures. Assist in developing a performance-based budget for shared IT and back-office Shared Services.

- 7. Change Management and Communications Manage the 'change plan', including the survey of stakeholders to solicit satisfaction with consolidation and improvements progress and outcomes. Assist stakeholders in managing the change impact. Develop communication materials and manage stakeholder communications as required throughout the implementation and stabilization period. Effectively communicate change within the Department of Administration, to other Departments, and to the Legislature as needed.
- 8. **Consolidation of Services** Consolidate IT across State Departments into the Department of Administration. Implement the training, plan, and framework for executing consolidated procurement.
- 9. Benefits Realization Track key metrics of consolidation benefits identified in the business case and report progress to the administration and departments.
- 10. Shared Service Continuous Improvement Plan Develop a strategy and plan to optimize the shared service effectiveness and performance. This includes long term technology footprint, rationalization of the application portfolio, infrastructure consolidation, and other modernization efforts including continuous back-office shared service improvement initiatives, as necessary.

### SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

The offeror must complete and submit this Submittal Form. The proposed hourly rate must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead, and profit. The hourly rate identified on the cost proposal (multiplied by the actual number of hours worked) are the total costs be paid by the state.

Travel estimate given on Submittal Form G is for scoring purposes only. Travel cost reimbursement will be negotiated with the vendor before award.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the contracting officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the contracting officer, who will then compile the evaluator's scores and calculate awarded points as set out in Section 5.03.
- 7) The contracting officer will calculate scores for cost proposals as set out in Section 5.09 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Offerors Information & Certifications	(Submittal Form A)	n/a
Prior Experience & Qualifications	(Submittal Form B)	150
Management Plan Used for Project	(Submittal Form C)	100
Phase 1 – Assessment of Current State	(Submittal Form D)	125
Phase 2 – Plan Development	(Submittal Form E)	125
Phase 3 – Build and Implementation	(Submittal Form F)	200
	Total	700

Cost Criteria		Weight
Cost Proposal		200
	Total	200

Preference Criteria		Weight
Alaska Offeror Preference (if applicable)		100
	Total	100

### SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.08 and assign a single score for each section. Offeror's responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

Offeror Total Score

———— x Max Points = Points Awarded Highest Total Score

	PEC Member 1 Total Score	PEC Member 2 Total Score	PEC Member 3 Total Score	PEC Member 4 Total Score	Combined Total Score	Award Points
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

#### Example (Max Points for the Section = 100):

In this example, **Offeror 3** received the highest combined total score and thus was awarded the maximum amount of points for that section.

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

\_\_\_\_\_ x Max Points (100) = Points Awarded (75)

Highest Total Score (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

\_\_\_\_\_ x Max Points (100) = Points Awarded (50)

Highest Total Score (40)

#### SEC. 5.04 PRIOR EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal (Submittal Form B) will be evaluated against the following questions:

- 1) Has the Offeror explained in detail the information required in Section 4.04 of this RFP?
- 2) Has the Offeror listed any additional information outside of that required information?

### SEC. 5.05 MANAGEMENT PLAN USED FOR THE PROJECT

This portion of the offeror's proposal (Submittal Form C) will be evaluated against the following questions:

- 1) How comprehensive is the management plan and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the management plan match and achieve the points set out in Section 4.05?
- 3) Does the management plan talk about other points besides the listed minimums?
- 4) Do the timeline and milestones in the management plan interface with the time schedule in the RFP?

#### SEC. 5.06 PHASE 1 – ASSESSMENT OF CURRENT STATE

This portion of the offeror's proposal (Submittal Form D) will be evaluated against the following questions:

- 1) How thoroughly has the offeror addressed maturity assessment framework, the voice of the customer, and gaps and observations listed in Section 4.06?
- 2) Did the offeror thoroughly address any additional activities the firm would perform, or require the State to conduct outside of the minimum response requirements listed in that section?
- 3) Did the Offeror include a timeline for this assessment Phase of the consolidation?

#### SEC. 5.07 PHASE 2 – PLAN DEVELOPMENT

This portion of the offeror's proposal (Submittal Form E) will be evaluated against the following questions:

- 1) How thoroughly did the Offeror address all the minimum response requirements listed in Section 4.07?
- 2) Did the Offeror cover any additional activities the firm would perform, or require the State to conduct outside of those minimum response requirements?
- 3) Did the Offeror include a timeline for this Phase of the consolidation?

#### SEC. 5.08 PHASE 3 – BUILD AND IMPLEMENTATION

This portion of the offeror's proposal (Submittal Form F) will be evaluated against the following questions:

- 1) Did the Offeror thoroughly address all the minimum response requirements listed in Section 4.08?
- 2) Did the Offeror cover any additional activities that the firm would perform or require the State to conduct outside of the listed minimums?
- 3) Did the Offeror include a timeline for this Phase of the consolidation?

### SEC. 5.09 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

#### Example (Max Points for Contract Cost = 200):

#### <u>Step 1</u>

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

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

#### <u>Step 2</u>

In this example, the RFP allotted 20% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

#### Offeror #1 receives 200 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, 200 points.

#### Offeror #2 receives 187.1 points.

\$40,000 lowest cost x 200 maximum points for cost = 8,000,000 ÷ \$42,750 cost of Offeror #2's proposal = **187.1** 

#### Offeror #3 receives 168.4 points.

\$40,000 lowest cost x 200 maximum points for cost = 8,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 168.4

#### SEC. 5.10 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 following website:

http://doa.alaska.gov/dgs/pdf/pref1.pdf

- 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.

### SEC. 5.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% 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.

### SEC. 5.12 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, 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.

#### SEC. 5.13 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

#### Example:

#### Step 1

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska offerors preference = 100 Points for the Preference

#### Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offerors Preference	100 points
Offeror #3	800 points	Alaska Offerors Preference	100 points

#### Step 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #3	900 points	(800 points + 100 points)
Offeror #2	840 points	(740 points + 100 points)
Offeror #1	830 points	

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

#### SEC. 5.14 OFFEROR NOTIFICATION OF SELECTION

If the state and offeror are able to agree to terms after contract negotiation, the contracting officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors who submitted proposals. The NIA will set out the names of all offerors and identify the proposal selected for award.

# SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

#### SEC. 6.02 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, PO 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:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement 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 the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

#### SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services (form 02-093/Appendix A, Attachment 3 of this RFP). 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, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1. Identify the provision that the offeror takes exception with.
- 2. Identify why the provision is unjust, unreasonable, etc.
- 3. Identify exactly what suggested changes should be made

## SEC. 6.04 PROPOSAL AS A PART OF THE CONTRACT

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

## SEC. 6.05 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.

## SEC. 6.06 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/j/tip/

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

## SEC. 6.07 RIGHT OF REJECTION

Offerors must comply with all 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 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.

## SEC. 6.08 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 6.09 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.

## SEC. 6.10 ASSIGNMENT

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

## SEC. 6.11 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.

## SEC. 6.12 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.

## SEC. 6.13 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 7.08 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:

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

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.

## SEC. 6.14 CONTRACT INVALIDATION

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

## SEC. 6.15 SOLICITATION ADVERTISING

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

## SEC. 6.16 SITE INSPECTION

The state may conduct on-site visits to an offeror's places of business or work sites 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 assistance and access to the offeror's relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

At reasonable times throughout the contract, the state may also inspect those areas of the contractor's places of business or work sites that are related to the performance of the contract. The contractor must agree, at risk of being found in default of the contract, to provide the state reasonable assistance and access to relevant portions of its places of business or work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## SEC. 6.17 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the contracting 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 contracting officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.18 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 contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer.

Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the contracting 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 contracting 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.

## SEC. 6.19 CONTRACT NEGOTIATION

After final evaluation, the contracting 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, 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 and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held at a place to be designated in Juneau, Alaska, or via teleconference. If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

## SEC. 6.20 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:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- 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 8. ATTACHMENTS

## SEC. 8.01 ATTACHMENTS

### Attachments:

- 1) RFP Submittal Forms (A through G)
- 2) Current OIT Rate Sheet
- 3) Standard Agreement Form Appendix A
- 4) Appendix B1
- 5) Sample Notice of Intent to Award
- 6) PEC Evaluation Score Sheet

### APPENDIX F CLARIFICATION QUESTIONS AND VENDOR RESPONSES

Risk Management (page 10): Thank you for providing your risk management approach/strategy. Please identify some risks specific to this proposal that you believe may occur.

- a) **Executive sponsorship** ensuring stakeholder alignment and cooperation across all agencies. Week 1 of the engagement we will jointly conduct a stakeholder analysis and build a RACI chart to provide clarity regarding sponsorship.
- b) Timely decision making clarity regarding how decisions are made, who has decision rights over which components and who has final authority. Delays in decision making may impact the overall schedule. In Week 1 will jointly agree to a project governance model that addresses timely decision making.
- c) Data quality and responsiveness to document requests our findings and recommendations are dependent on timely access to key data and are dependent on the State to respond accordingly. In addition, data quality, accuracy and currency is important to ensure we have a solid fact base to build upon. In Week zero of the engagement, we will provide a comprehensive document / data request list to the State in advance of the formal kickoff to start the data collection process.
- d) Stakeholder Management/Governance Given previous attempts at IT consolidation have floundered, we suspect there is a high risk of 'losing' stakeholders along the way. During Week Zero, we recommend identifying as many of the key stakeholders as possible (both formal and informal/influential) not just the Executive Sponsors. We will then work together to establish a governance model and communications plan that should incorporate as many of those stakeholders as possible to keep them informed, engaged, and supportive of the entire effort.
- Figure 3 (page 9) & Table 3 (page 10): Is it possible to get a work breakdown structure that illustrates whom in Table 3 is doing which part of the project activities detailed on the proposed project timeline in Figure 3? The WBS should include the estimated individual staff hours for each activity.
- a) Attached please find an Excel document titled 'Alaska Schedule With Resource Loading' providing a mapping of staff resources from Table 3 to the Work Breakdown Structure (WBS) provided in Figure 3.
- Design (pages 12-23): Each phase defines A&M and the State roles How will A&M address potential delays or slow-downs in the project timeline if the State misses the 48-hour turnaround expectation or experiences unexpected resource allocation challenges?
  - a) What we heard from the State is a sense of urgency to address your problems. As such, we purposely accelerated Phase 1&2 into 13 weeks to allow as much time as possible to focus on execution and implementation. Delays in accessing accurate, high quality data will consume valuable time from Phase 3 Build & Implement.
  - b) In Week Zero prior to the official kickoff, we will send you our prioritized data requests and review this with your designated data providers to gain a jump start on this critical requirement.
  - c) At A&M we will not burden the State with reformatting or populating data sheets for our consumption. We will simply ask for raw data dumps from your systems of record, into flat excel files. We find this to be the fastest, easiest and less intrusive way for clients to be responsive.
  - d) Any *delays in data access or resource availability will be addressed in our daily stand-up* project calls and follow the normal risk escalation protocols for resolution.
  - e) We appreciate the day-to-day realities of running the State while assisting with this engagement if the State misses the 48-hour turnaround or experiences unexpected resource allocation challenges, we will

work with you to minimize impact to critical path activities. We will identify potential impacts and recommend what can be absorbed and what changes to overall schedules and resource allocations are required.

- 3. Phase 2 (pages 17-19): Please provide additional explanation of investment schedules do these address finance investments, resource investments, etc.? Please explain the initiative selection process are different costs associated with the total number of initiatives chosen, by the type of initiative, etc.?
  - a) The **Business Case** is the overall gathering point of the results of all the other components in Phase 2. If available, we will leverage and conform to the States business case development process, table of contents, assumptions, supporting documentation, guidelines and financial modeling etc., or A&M can provide a Business Case template. In Week Zero we will determine the contours of the Business Case template appropriate for this project.
  - b) The Business Case Development task cuts across the seven-week schedule (Figure 8). For each component outlined (i.e.: Operating Model, Governance Model, etc.), A&M will determine what investments, if any, will be required to execute and implement each component in Phase 3. We will provide cost categorization that may include: labor, software, hardware, facilities, and vendor costs in the business case.
  - c) At the end of Phase 2, Checkpoint #4 on our timeline (Figure 8), we will jointly review the Business Case (benefits & investment costs) to implement each component outlined and provide prioritization based on complexity, risk and change management impacts.
  - d) Based on the Business Case, timelines and other competing priorities, the State approves which components moves forward to the implementation phase.

# Also, please explain how A&M will advise the State on impacts to overall success and outcomes based on the combination of initiatives it chooses.

a) In addition to the objective Business Case development we will test the *implementation feasibility* of each component based on cultural adoption of the recommendations, ability to execute and executive alignment across stakeholder groups. Based on this insight we will advise the State on which components have the highest likelihood for success.

## **ATTACHMENT 1 - SUBMITTAL FORM A**

## **OFFEROR INFORMATION, AMENDMENTS, CERTIFICATIONS, PREFERENCES** AND SIGNATURE

RFP Number:	2020-0200-4381
RFP Title:	Improvement of Shared IT and Back-office Service Functions
Company Name:	Alvarez & Marsal Public Sector Services, LLC
Mailing Address:	1111 3 <sup>rd</sup> Avenue, Suite 2450, Seattle, WA 98101
Contact Person:	Mark Howard
Title:	Managing Director
Telephone Number:	303-517-9534
Alternative Phone:	720-510-4988
Federal Tax Id #:	20-1113970
Alaska Business License #:	10114785
Email Address:	mark.howard@alvarezandmarsal.com
Alternate Email:	
Fax Number:	202-729-2101

AMENDMENT ACKNOWLEDGEMENT: Offeror acknowledges receipt of the following amendments and has incorporate requirements of such amendments into the proposal. (List all amendments issued for this RFP).

No. 1	10/4/2019
No.	Date

No.	Date
No.	Date

No.	Date
No.	Date

**OFFEROR CERTIFICATION:** Acknowledge the following Certifications by clearly marking the space provided. Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below. Add rows if necessary.

No.	CERTIFICATIONS	RESPONSE
1	Offeror certifies they meet the minimum requirement of being in business as a company in good standing for at least 25 years.	True
3	The offeror confirms that it has the financial strength to perform and maintain the requirements set out in Section 3. Scope of Work for this RFP.	True
4	The offeror accepts the terms and conditions set out in the RFP, including the terms and conditions of the Standard Agreement Form/Appendix A, Attachment 3 of this RFP.	True
5	The offeror confirms that they can obtain and maintain all necessary insurance as required in Section 3.18.	True
6	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.	True
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True
10	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True
11	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products to Participating States.	True
12	Neither the offeror's firm nor any individuals working on the contract have a possible conflict of interest. If false, explain in the Clarification section below.	True
13	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against his/her company in which an adverse outcome would be material to the company.	True
14	Offeror certifies they comply with the laws of the State of Alaska.	True
15	Offeror confirms their proposal will remain valid and open for at least 180 days.	True

Clarification
We have included our exceptions to the State's proposed contract language as Appendix A to our submission. We anticipate discussing them and reaching agreement with the State should we be selected.

#### ALASKA PREFERENCES

If you wish to claim any Alaska Preferences (Section 3.6), please complete the Alaska Bidder Preference Certification Form that follows the signature section below.

**SIGNATURE:** All responses must be signed by a duly constituted official legally authorized to bind the Offeror to its response, including the cost schedule.

Signed:	Mart Hecan
Printed Name:	Mark Howard
Title:	Managing Director
Date:	October 8, 2019

# **ATTACHMENT 1 - SUBMITTAL FORM B**

## Offeror's Company Name: Alvarez & Marsal Public Sector Services, LLC

## Section 4.04 – Prior Experience and Qualifications (150 Points)

SPECIAL REQUIREMENTS: The Offeror's company name must be filled in on each Submittal Form included in the Technical Proposal. This Submittal form must not exceed the 4-page limit (Reference RFP Section 4.02). If an Offeror exceeds a page limit, the information that is in excess of the limit will be removed by the Procurement Officer prior to the proposal evaluation and will not be evaluated.

#### About Alvarez & Marsal

Tony Alvarez II and Bryan Marsal founded Alvarez & Marsal (A&M) in 1983 when they seized the opportunity to provide radically different advice and hands-on support geared toward organizations facing mission-critical operational and financial hurdles – situations demanding leadership, action, clarity, objectivity and results. Combining their skills and experience in public accounting and financial turnaround environments, A&M's founders helped pave the way for what would soon become a specialty area in professional services: turnaround management, corporate restructuring, and operational performance improvement for companies, governments and stakeholders. Today, A&M has more than 4,000 employees worldwide, in a wide variety of practices and disciplines.

In 2003, A&M launched a group specifically devoted to serving the unique needs of the public sector. A&M Public Sector Services, LLC, provides strategic financial management, crisis management, and performance improvement services to federal, state, and local governments. A&M has developed and refined a progressive, pragmatic, and forward-looking approach to addressing the unique issues facing the public sector.

Our proven success across many aspects of state and local governmental management including IT and shared services consolidation projects, business transformation, performance improvement and cost efficiency directly align with the objectives of the State of Alaska for this work. Highlights of A&M's engagement experience are featured below to show the breadth of our experience, complexity of client environments and outcomes achieved. "

Alvarez & Marsal has played a role in public sector transformational change, crisis

management and process improvement in many states. [Their Omnia] contract aims to help government officials better serve their constituents by streamlining operations, managing budgets effectively and improving performance.

#### Nikki Guilford

Interim Executive Director & Chief of Staff National Governor's Association

### A&M's Capabilities

A&M combines operating and management expertise with top-tier consulting and specialized industry experience to meet the changing needs of companies and governments. A&M's service offerings include a full-range of professional services, audit, assurance services, taxation, management consulting, advisory, actuarial, corporate finance and legal services.

A&M has been a Bronze Partner in good standing of the NGA Partner Program since its inception. The NGA Partner Program provides unique opportunities for companies to demonstrate their commitment to governors and support of innovative leadership in solving the challenges facing state government today.

	Corporate Performance Improvement		Private Equity Services	Restructuring & Turnaround		Tax		Disputes & Investigations		Valuation	Regulatory & Risk Advisory
	Management Consulting / Professional Services CFO Services and Corporate Finance Corporate Transformation Human Capital Growth & Customer Experience Public Sector Advisory Merger, Acquisition & Divestiture	•	Buy side Integrated Due Dilgence Divestiture Services Portfolio Operations Improvement Interim Management Merger Integration and Carve-out Services Technology Services	 Corporate Finance Claims Management Services Creditor Advisory Fiduciary Services Interim & Crisis Management Insolvency Restructuring Advisory		International Transfer Pricing	• • • • • • • •	Advanced Data Analytics Business Intelligence Compliance & Anti- Corruption Cyber Solutions Legal Services / Expert Witness Testimony Disputes & Investigations Fiduciary Services Performance Audit Forensic Audit	•	Complex Financial Instruments Financial & Tax Reporting Valuation Legal Services / Litigation & Dispute Valuation & Advisory Services Structured Finance & Capital Equipment Transaction Opinions	Banking Corporate Risk Management Diversified Financials Global Cyber Risk Services Insurance Regulatory Assurance Services
•	Supply Chain Services				•	Income Tax Accounting	•	Forensic Technology			

### Figure 1: Alvarez & Marsal's Capabilities

#### **Examples of Firm Experience Relevant To This RFP**

A&M has worked with hundreds of clients in public and private sectors on a wide variety of operational improvement projects. We summarize below some of those experiences that we think are most relevant to the assistance Alaska is seeking. We are happy to provide more experiences and details upon request.

City of Seattle, 2017 to 2019. The City of Seattle hired A&M after a failed attempt to consolidate their Information Technology departments (23) into one central IT organization. Previous efforts lacked coordination and the new IT organization was not meeting internal customers' needs.

A&M developed and implemented an IT transformation plan to finish the consolidation effort. A&M rapidly assessed the current state to identify areas requiring improvement, alignment, and coordination, and designed and delivered a Voice of the Customer survey to better understand customer needs and satisfaction levels. A&M defined an enterprise-wide service model for the new 600+ person organization, providing definitions, dependencies, offering models, participating roles, and tools and policies. A&M produced detailed recommendations for improving service delivery, enterprise architecture and service management functions for the consolidated IT operating model. A&M negotiated responsibilities with internal customers to eliminate overlaps and gaps. A&M helped executive sponsors and department leaders articulate their IT transformation vision, demonstrate progress and repair internal customer relations.

A&M conducted an IT Effectiveness Study to assess the consolidated IT organization and improve internal customer services. The study analyzed IT services, processes, people, and capabilities to identify root causes for service delivery and customer service challenges. A&M reviewed the IT consolidation program against the expected program benefits and value proposition, and benchmarked key metrics against similar organizations. A&M developed prioritized recommendations and an actionable roadmap across four key strategic areas and recommended a new Operating and Service Delivery model for improved customer service to address long term strategic and financial planning needs.

A&M also transformed the consolidated IT organization's finance and accounting operations. A&M refined the IT organization's project activity accounting structure and cross-walked it to a new budget structure. A&M operationalized new financial reporting structures, conducted internal finance process improvements, developed financial management reporting capabilities and implemented forecasting functionality and processes. A&M developed a business use case and implementation plan for a Revenue Recovery Model for IT-provided applications and services. A&M also created a plan for improved customer billing with the deployment of Application Total Cost of Ownership capabilities.

The City of Seattle additionally hired A&M to optimize several shared services organizations following the city's transition to a new enterprise financial resource planning system. A&M conducted organizational and operational assessments of the city's Central Procurement and Contracting Services organization and Accounting and Budget Services organization to understand the impact of the new ERFP system to operational workload, business processes, and current resource capacity. A&M developed a customer-centric Finance and Accounting Unit, defined new and expanded roles and responsibilities of key financial management positions to enhance new customer-facing relationships, identified capacity gaps and developed a list of needed trainings for increased operational efficiency.

State of Wyoming, 2017 to 2019. A&M partnered with Wyoming to conduct an assessment to identify, quantify, and prioritize opportunities for the Government Efficiency Commission to reduce costs, generate new revenues and operate more efficiently. As part of this work, A&M led workstreams in both IT transformation and shared services for state agencies.

As part of the IT transformation workstream, A&M made a series of recommendations to improve IT services in key verticals such as integrated software, network managed services, and end user computing.

For the shared services workstream, A&M made recommendations to consolidate employees in the Fiscal Accounting, Accounts Payable, Payroll, Human Resources, Purchasing, Motor-Pool, Media, and Records and Data Management functions into dedicated function-specific Centers of Excellence. A&M conducted an in-depth assessment of existing back-office functions, which are decentralized across 36 agencies at more than 28 locations with over 700 employees. A&M developed business cases that articulated the financial savings of IT service improvement and consolidation of shared services.

Wyoming is currently assessing options for the use of the \$10 million efficiency budget to implement the recommendations.

State of Kansas, 2015 to 2016. Due to losses in tax revenue, Kansas was projected to experience both current and future budgetary deficits. The State Legislature passed legislation to undertake an efficiency study with the following three objectives: Budget Analysis; Efficiency and Cost Savings Recommendations; and Budget Process Review.

A&M worked with the Department of Administration to assess central service functions including procurement, insurance, real estate, print services, and human resources for improvement opportunities, cost savings, and new revenues. For the shared functions, A&M recommended consolidation of leasing and real estate services (including a portfolio-centric style of management) and designating the centralized print & mailing office as the primary source of printing services for the state.

A&M worked with the Office of Information Technology Services to assess IT service models for improvement opportunities, cost savings, and new revenues. A&M recommended consolidation of common IT services including data center, network services, service desk, end user computing services, application development and maintenance, project management, and overall IT management.

- Major Toy Retailer, 2017 to 2018. A&M created a standalone IT shared services center as part of a global restructuring engagement. The client's IT function was generally based in the U.S. but supported an international community of subsidiaries and in-country retail operations. The A&M team identified staff to be transferred to the new organization, identified all applications and IT infrastructure needed, created a priced service catalog based on applications total cost of ownership, conducted active vendor management, and successfully stood-up the shared services center with 32% cost savings against the total \$100M IT budget.
- Health Management Services Company, 2012. A&M transitioned the client's Accounts Payable, Accounts Receivable, and Payroll functions to a shared services environment. The client required a thorough assessment of the existing delivery model as well as detailed plans and support for transition. A&M assessed the existing Finance and HR processes and delivery model, collected Voice of the Internal Customer information on existing service delivery, designed a future state service delivery model, designed future state processes (for Procurement, Accounts Payable, Travel & Entertainment, Payroll, Invoicing and Cash Application), and developed an implementation roadmap and business case for change. A&M managed candidate sourcing, recruiting and training for 20 resources across all inscope functions and completed transition in 6 months. Included in scope was all change management activities (internal and external communications, training and job aid development) to drive successful implementation. A&M developed Service Level Agreements between the new shared services organization and internal customers.

Client	Project Description	Information Technology	Centralized Procurement	Travel Administration	Finance & Accounting	Leasing	Centralized Mail and Print
City of Seattle	IT consolidation and effectiveness assessment, back-office shared services performance improvement	~	~	$\checkmark$	$\checkmark$		
State of Wyoming	Statewide Efficiency Study, including IT and shared services workstreams	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$		$\checkmark$
State of Kansas	Efficiency study and business process review, including IT and administrative back-office functions (e.g., procurement, real estate and leasing, etc.)	~	~		~	~	~
Major Toy Retailer	Implementation of IT shared services center	$\checkmark$	$\checkmark$		$\checkmark$		
Health Management Services Company	Implementation of back-office shared services (e.g., procurement, AP, AR, travel, payroll, etc.)		~	$\checkmark$	$\checkmark$		

#### Table 1: Summary of Prior Experience and Qualifications

#### A&M's Experiences and Understanding of Alaska's Needs

Alaska's Department of Administration needs a partner that will help transform its OIT and SSOA organizations to achieve efficient services, cost savings, and customer satisfaction. We've done this before. A&M has been restructuring organizations since 1983, it's in our DNA, and we know what success looks like. We bring real world operator experience to solve our clients' most complex problems.

We expect that two of the primary key success factors on this project will be the executive sponsorship and the communications / stakeholder alignment. A key aspect of this effort will require improving governance and alignment given the past challenges the state has faced in making this transition successful. This will include a structured governance model that identifies who owns the decisions, who ultimately approves decisions, and how will both leaders and the broader stakeholder group align with the projected outcome.

Transitioning to a centralized shared services model is challenging for internal customers. A&M will help bring internal customers and State agencies together. Leveraging our experience with IT, finance, and procurement shared services consolidations, we'll focus on creating efficient and standardized processes, delivering value, developing a clear talent model, and building process consensus across customers and State agencies.

Below, we've included our lessons learned and leading practices that we consider critical to the State of Alaska's success.

**Table 2: Lessons Learned and Leading Practices** 

Executive Sponsorship	<ul> <li>Active and visible executive sponsorship is critical</li> <li>Clear, accountable sponsorship from the top is mandatory when implementing change</li> <li>Alignment to operating model, governance process, and decision rights authority model is key to new structure</li> </ul>
Communications	<ul> <li>Frequent and open communications is an important contributor to success</li> <li>This includes <b>frequency</b>, <b>consistency</b>, <b>openness and transparency</b> - an active, targeted communication campaign helps the organization through the transition periods</li> </ul>
Employee Engagement	<ul> <li>Employee engagement and participation is a key factor for success</li> <li>Engaging employees, particularly middle management in the design process helps eliminate resistance and promotes adoption</li> </ul>
Organizational Design	<ul> <li>Shared services design is best optimized when it is driven by the State strategy and closely matches the customer agencies operating model. Align 'lines and boxes' to the operating model</li> <li>Without a clear understanding of how the customer agencies work, OIT and SSOA will have difficulty aligning their service model to what's most important for the State's success</li> <li>Clarity of roles and responsibilities, clear accountabilities and metrics, combined with well-defined governance and decision rights model are critical</li> <li>Right leaders transcend the right structure. Effectiveness is achieved by a blend of competencies, process, structure, and metrics. Organization performance improvement is typically achieved not just by moving boxes around</li> </ul>
Planning and Feasibility	<ul> <li>Any set of recommendations must be tested for implementation feasibility and cultural fit to ensure adoption by the organization</li> <li>Lower implementation risk by applying a disciplined and methodical approach to planning</li> </ul>

## **ATTACHMENT 1 - SUBMITTAL FORM C**

## Offeror's Company Name: Alvarez & Marsal Public Sector Services, LLC

## Section 4.05 – Management Plan Used for the Project (100 Points)

SPECIAL REQUIREMENTS: The Offeror's company name must be filled in on each Submittal Form included in the Technical Proposal. This Submittal form must not exceed the 4-page limit (Reference RFP Section 4.02). If an Offeror exceeds a page limit, the information that is in excess of the limit will be removed by the Procurement Officer prior to the proposal evaluation and will not be evaluated.

#### **Project Management and Monitoring**

A&M will bring a team of seasoned leaders to assist the State of Alaska. Our firm has proven experience working with governments to solve complex problems and boost operating performance. Our results are driven by precise and thoughtful analysis, our intense bias towards action, and our team of expert consultants and experienced government leaders. We will deploy all these resources, and our deep operational and turnaround heritage, to help the Division of Administration transform its IT and Shared Services functions.

Our standard methodology aligns with the objectives of the State as summarized in Figure 2 below.

#### Figure 2: A&M's Consolidation and Improvement Methodology

Assessment of Current State (Phase 1)	Plan Development (Phase 2)	Build and Implementation (Phase 3)
<ul> <li>Develop Integrated Project Plan and Status Reporting model</li> <li>Mobilize team, finalize scope and plan, and plan project kickoff</li> <li>Conduct leadership and management interviews and document key pain points including 'voice of the customer'</li> <li>Review business strategies, list of initiatives, and key metrics</li> <li>Assess recent performance to determine opportunities for improvement</li> <li>Assess business, applications, and infrastructure architecture</li> <li>Assess current organizational capabilities and process maturities</li> <li>Evaluate current in-process and planned initiatives against organization's ability to deliver</li> <li>Analyze financial and performance data</li> <li>Develop and socialize observations and findings</li> </ul>	<ul> <li>Explore opportunities for consolidation and shared services</li> <li>Identify opportunities to realign or automate processes, and reduce costs</li> <li>Define SOA stakeholders and engage throughout the project</li> <li>Identify opportunities based on asset reviews, service needs, and contract reviews</li> <li>Develop an initial fiscal impact model and budget</li> <li>Define future state and conduct a gap analysis to determine required investments using the component framework defined in Phase 2, described in section D).</li> <li>Develop, socialize, and prioritize improvement opportunities</li> <li>Define future processes, identify impacts, develop service level metrics and, communication plan</li> <li>Develop roadmap for implementation</li> </ul>	<ul> <li>Develop deployment strategies, manage communications, build dashboards / monitoring tools</li> <li>Manage project execution by building internal capacity, realigning resources, and executing transition plans</li> <li>Unwind and/or negotiate contract changes</li> <li>Track and quantify the progress of all changes against fiscal impact model and identified success metrics</li> <li>Proactively track and mitigate identified risks</li> <li>Implement communications and change management strategies</li> <li>Implement and transition the performance management framework</li> <li>Deliver documentation and training materials</li> <li>Train SOA staff on new processes and transition ownership of ongoing efforts</li> <li>Transition management and responsibilities based on continuous improvement plan</li> </ul>
	Legislative and Executive Briefings (Ongoin	ng) — — — — — — — — — — — — — — — — — — —

Communication and Stakeholder Management

The Assessment of Current State is the critical first step in establishing the overall framework and processes for the project. A&M's methodology focuses on documenting current state capabilities; identifying, evaluating, and prioritizing service delivery deficiencies; pinpointing organizational and operating model changes; and assessing the various risks and issues that affect State functions. Qualitative data gathered via interviews with key stakeholders (e.g., SSOA and IT consumers) is a crucial part of this process. The output of this phase drives planning for high-priority initiatives and recommendations for action.

In the second phase the focus shifts to improving the State's operations and laying a framework for longer term transformation. With the Assessment phase complete, the Plan Development phase emphasizes identifying quick wins and acting upon them to rapidly generate momentum while also looking towards the future. This phase focuses on identifying, scoping, and sizing a portfolio of improvement initiatives that directly address performance gaps discovered during the assessment. For each initiative, we will build a business case that encapsulates key assumptions, investments, benefits, and State priorities. At the conclusion of this phase, the State approves those initiatives that conform to budget and timing guidelines for advancing to the Implementation phase. A&M and the State will jointly develop the

#### implementation roadmap.

The third and final phase is focused intensely on execution. The Build and Implementation phase is where program office control and change management is installed throughout the implementation lifecycle of the approved initiatives. Based on our experience, this phase is a critical transition component for success. As seasoned operators, A&M personnel understand what it takes to drive complex implementations and achieve expected efficiencies and cost savings. We also know that successfully transitioning our roles and responsibilities to the State is critical, as it sets the stage for long-term, sustainable results.

A&M values collaborative interactions that increase the quality of analysis and implementation. As such, we work closely with our clients on all engagements, sharing information freely and regularly reporting our findings. The basis of our reporting will be a weekly round table discussion with members of the A&M / Alaska project team. The output from these meetings will be consolidated for monthly status updates for SSOA and IT leadership, and the Governor. Other reporting deliverables will include but are not limited to a communication and stakeholder engagement plan; weekly, data-driven status reports for key stakeholders; and ad-hoc reports, as requested. We will also have daily stand-up calls with the project team to monitor progress and address issues in real-time.

Our project approach enables us to closely monitor and control project cost, schedule, scope, and outcomes. We accomplish this using project management software (e.g., MS Project, MS Teams); detailed status reporting, as described above; change management and adoption tools (e.g., Prosci); dynamic data visualization (e.g., Tableau, Excel); risk management techniques (e.g., EVA, Burn Down Charts); and our deep expertise in financial analysis, management, and projection.

Quality is embedded in every step of our approach. Our team will be responsible for all aspects of quality including project governance, methods, tools, and resources at the outset of the project and on a weekly basis. They will also perform reviews leading up to key client milestones and at the project's conclusion. The project management team is charged with identifying, quantifying, and mitigating all project risks, including the development of contingency plans. Our risk management approach is described in more detail below.

#### **Timeline and Milestones**

A&M proposes the project timeline and key milestones below to assist Alaska. We believe rigorous implementation of a project is the primary component of success. All aspects of implementation will be under the tight direction of a project executive (Mark Howard, Managing Director) who has signatory authority to commit firm resources to serve the State.

Key Deliverables		Assessment of Current State Plan Development (Phase 1) (Phase 2)										Build	Build and Implementation (Phase 3)					
Timeline	Wk 0	Wk 1	Wk 2	Wk 3	Wk4	Wk 5	Wk 6	Wk 7	Wk 8	Wk 9	Wk	10 W	k 11	Wk 12 Wk 13	Q2	Q3	c	24
0. Mobilize																		
1. Capability Maturity Assessment																		
2. Voice of the Customer																		
3. Gaps & Observations																		
1. Business Case Development																		
2. Operating Model																		
3. Governance Model																		
4. Project Portfolio & Service Mgt. Strategy																		
5. Organizational Change Management Plan																		
6. Resource Assessment																		
7. Organizational Structure																		
8. Financial Model																		
9. Improvement & Consolidation Plans																		
P3 - Build and Implement																		

#### Figure 3: Proposed Project Timeline

A&M will staff individuals on-site as required by the demands of each phase of the project. We will have a core group of people assigned to the project long-term to assure continuity. In addition, our footprint in the United States and Canada ensures we have personnel ready to travel on short notice when needed. While various components of the project may be done remotely, we anticipate the Assess phase will require a larger contingent on-site for the first six weeks to capture the current state operating model performance and conduct the capability maturity evaluation for both IT and the SSOA. When staff is performing work offsite, we will use videoconferencing capabilities (e.g., WebEx, MS Teams, Skype) to stay connected.

#### **Project Success Metrics and Post-Project Sustainability**

In collaboration with the State, we will jointly define project success criteria in our Week Zero start-up. These may include cost, schedule, deliverables, milestone achievement and quality metrics. In addition, client engagement, communications, collaboration, issue escalations and risk mitigation effectiveness may also be agreed to in project metrics.

A&M believes the hallmark of a successful project is the sustainability and stability of your operations after our engagement has ended. Our goal is to effect lasting change. We accomplish this through close collaboration with you at every phase of the project. We find that the more involved key stakeholders are during the project, the more empowered they will be to take the reins at its conclusion.

Accordingly, a central focus of our implementation plan will be a thorough transition of responsibilities to the State of Alaska's IT and SSOA teams. This will include a detailed transition plan, a joint A&M and State Transition Advisory Team, and an A&M-led training program based on "Lessons Learned" during the project.

#### **Risk Management**

Our risk management process is embedded throughout the project's life cycle, supported by strong communication between our team and the State. Project risks are handled as described below:

- 1. **Identify Risk Events** Project management will determine the highest risks to the project and will document their characteristics and potential triggers. The project team will organize a risk assessment process with the State's staff to ensure all perspectives are represented and all risks are captured.
- 2. **Rigorous Risk Analysis** Project management will quantitatively and qualitatively analyze risk to assess the impact and likelihood of the identified risks and develop prioritized lists for analysis and mitigation. The team will assess each risk for its probability of occurrence and its impact on project objectives, as well as cost and timeline.
- Risk Response Mitigation Project management will develop a risk response strategy by developing mitigation actions that enhance opportunities or reduce threats to the project's objectives. We will assign parties to take responsibility for each risk response to ensure each response has a clear owner.
- 4. **Risk Monitoring and Control** Project management will monitor and control identified risks, and identify new risks as they arise ensuring the execution of mitigation plans and evaluating their effectiveness in reducing risk. Risk monitoring and control is an ongoing process for the life of the project.

#### **Staffing Plan**

A&M proposes the staffing plan in Table 3 below. In the event personnel changes must occur, we will consult closely with the State and only select replacement individuals with commensurate skills and experience. The personnel selected to serve the State are part of a team with significant public sector expertise and hands-on experience leading shared services and IT consolidation projects.

	Name	Title	Role / Responsibilities	Time Allocation
Leedership	Mark Howard *	Managing Director	Project Executive	80 hours / month
Leadership	David Bergen *	Managing Director	Project Management	80 hours / month
Strategic	Ian Smith	Managing Director	Subject Matter Expert	10 hours / month
Advisors	Carlos Munoz	Managing Director	Subject Matter Expert	10 hours / month
	Nancy Zielke *	Senior Director	Shared Services Lead	40 hours / week
	Robert Leto *	Senior Director	IT Lead	40 hours / week
	Rick Bradley	Director	IT Workstream	40 hours / week
	Paul Hooper	Director	Shared Services	40 hours / week
Droject Staff	Chris Clower	Director	Analysis and Review	40 hours / week
Project Staff	Michael Johnson	Manager	Analysis and Review	40 hours / week
	Zaineb Faizi	Manager	Analysis and Review	40 hours / week
	Aaron Dentler	Manager	IT Pricing	40 hours / week
	Ted Alper	Consultant	Data Analysis	40 hours / week
	Alex Harutunian	Consultant	Data Analysis	40 hours / week
	* Denotes Key Persons			

#### Table 3: Proposed A&M Staffing Plan

**Mark Howard**, Managing Director, brings deep experience in organizational transformation and government innovation from around the world, with 35 years as a government executive and consultant. His primary areas of expertise include back office operations and government performance management. Among many other engagements, Mark led the operating model redesign consolidating the health and human services agencies across 14 counties in Minnesota. He has also led the back-office transformations of several major universities.

**David Bergen**, Managing Director, is a leader in A&M's Corporate Performance Improvement Services. He was previously Global CIO for Levi Strauss and Senior Vice President of Application Development for The GAP. Along with Mark, David will provide executive leadership for the overall project and oversight of the IT workstream.

**Robert Leto**, Senior Director, has decades of experience managing complex projects including work in state and municipal government environments and he specializes in IT cost, value, and performance. He has led multimillion and multibillion-dollar IT projects in diverse industries, including government, health care, and public utilities.

**Nancy Zielke**, Senior Director, has held CFO and interim leadership roles in state and local governments. She has specialty experience conducting organizational and shared service reviews in statewide environments.

To accommodate space limitations in this RFP, we will limit our description of personnel to these key individuals but will happily make resumes and recommendations available for all other team members upon request.

We envision our team and the State of Alaska collaborating closely on all aspects of the engagement as an Integrated Project Team (IPT). We believe the organizational structure below reflects that relationship. Mark Howard and David Bergen, senior Managing Directors and our designated project executives, will interface regularly with the State's Project Steering Committee. They will jointly direct the Project Management Office (PMO) led by A&M and SSOA senior managers. The PMO will supervise the tactical execution of the project's two workstreams, IT consolidation and SSOA improvement. A&M consultants will work side-by-side with their SSOA and IT peers to drive progress on these workstreams.

	Project Steering Committee State Leadership	<u>Project Executive</u> Mark Howard* David Bergen*	
	Shared Services (SSOA) and Office of Information Technology (OIT) Commission of DOA	<u>Project Management Office</u> Robert Leto* Nancy Zielke*	<u>Strategic Advisor</u> David Javdan Ian Smith Carlos Munoz
Office of Information <u>Technology (OIT)</u> Acting CIO/CIO Data Support Administrative Support	Information Technology David Bergen* Robert Leto* Rick Bradley Aaron Dentler Ted Alper Alex Harutunian	Shared Services of <u>Alaska (SSOA)</u> Director of SSOA Data Support Administrative Support	Back Office Support Mark Howard* Nancy Zielke* Paul Hooper Chris Clower Michael Johnson Zaineb Faizi
Legend: COCOCO State Representation Alvarez & M	,	Persons	

#### Figure 4: Proposed A&M and State of Alaska Project Organizational Structure

# **ATTACHMENT 1 - SUBMITTAL FORM D**

## Offeror's Company Name: Alvarez & Marsal Public Sector Services, LLC

## Section 4.06 – Phase 1 – Assessment of Current State (125 Points)

SPECIAL REQUIREMENTS: The Offeror's company name must be filled in on each Submittal Form included in the Technical Proposal. This Submittal form must not exceed the 4-page limit (Reference RFP Section 4.02). If an Offeror exceeds a page limit, the information that is in excess of the limit will be removed by the Procurement Officer prior to the proposal evaluation and will not be evaluated.

#### Phase 1 Assessment Content

A&M will deliver an unbiased assessment of the State of Alaska's shared services and IT consolidation via a structured assessment framework, executed by a team with years of experience in government-wide analysis. As outlined in the RFP, A&M will focus on six core service functions: Information Technology, Centralized Procurement, Travel Administration, Finance & Accounting (Accounts Payable and Collections), Leasing, and Centralized Mail and Print Services.

During Phase I, A&M's goals will be to 1) capture and document current operating performance, 2) understand service delivery capabilities, and 3) determine what services and capabilities are needed to support State agency functions.

The following table outlines the activities, roles and outcomes performed in this Phase.

Components	Activities	Roles	Key Outcomes
1. Capability Maturity Assessment A&M will leverage the Next Gen Maturity Framework to guide this assessment	<ul> <li>Document &amp; capture the current set of applications &amp; services currently provided to the State agencies</li> <li>Capture SS &amp; IT spend (operating and capital expenditures) – including shadow IT spend to determine total State IT spend</li> <li>Capture the current OIT and SSOA organization and operating model details – including contractors, consultants, 3rd party vendors and shadow IT personal</li> <li>Evaluate overall service management capabilities in the context of the current service catalog or service portfolio</li> <li>Identify relevant metrics and benchmarks as needed</li> </ul>	<ul> <li>A&amp;M Role: Lead component delivery</li> <li>State's Role: Provide timely turnaround on document &amp; data requests (&lt;48 hrs.); ensure data provided is current and accurate; participate in evaluations; review work product in a timely manner (&lt;48 hrs.); provide leadership</li> </ul>	<ul> <li>Overall evaluation of the people, process, technology and organization required to support the various State agencies operations</li> <li>Baseline capabilities assessment of the OIT &amp; SS organizations</li> </ul>
2. Voice of the Customer A&M will examine Shared Services and IT through the lens of customers who depend on the IT and Shared Services offerings	<ul> <li>Assess service level expectations vs. cost to serve</li> <li>Conduct service performance / importance surveys with key users</li> <li>Review service tickets and problem escalation handling</li> <li>Review customer satisfaction survey results</li> <li>Capture stakeholder's requirements, priorities, expectations, and concerns</li> </ul>	<ul> <li>A&amp;M Role: Collect customer service performance data through interviews, surveys and problem resolution data across all service lines</li> <li>State's Role: Assist where necessary in scheduling of interviews and workshops with all relevant customers</li> </ul>	<ul> <li>Analysis of current service delivery performance from the POV of the customer</li> <li>Identification of performance gaps relative to expectation and costs</li> </ul>
3. Gaps and Observations Identify and capture performance gaps in service delivery	<ul> <li>Evaluate the progress of the Shared Services and IT consolidation results to plan – including expected benefits and performance levels</li> <li>Evaluate service demand vs. supply side capabilities</li> <li>Document gaps in services vs. agency needs and objective expectations.</li> </ul>	<ul> <li>A&amp;M Role: Lead overall assessment of identifying gaps and formulating overarching observations</li> <li>State's Role: Assist in supporting data collection, reviewing preliminary findings, and providing context as needed</li> </ul>	<ul> <li>Recommendations regarding how A&amp;M plans to help the state address any gaps in service delivery</li> <li>A detailed list of overall observations, which will inform Phase 2 of the engagement</li> </ul>

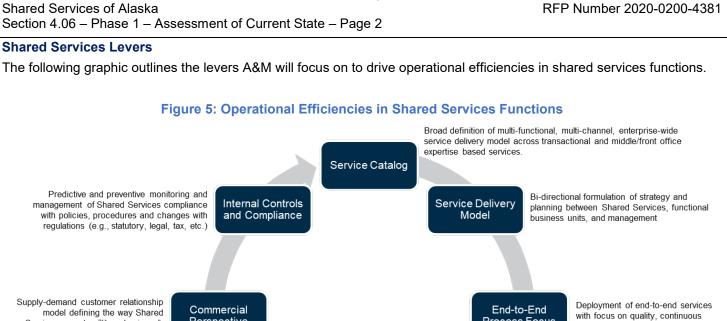
#### **Table 4: Phase 1 Assessment Framework**

Perspective

Shared Service

Governance

to enable standardized services



**Next Generation Shared Services Maturity Framework** 

Common technology platform across ERP, applications, and tools

For the Maturity Assessment, A&M will utilize our Next Generation Maturity Framework. This framework incorporates leading practices based on our multi-disciplinary experience across government agencies and commercial organizations. A&M will work side-by-side with the state sharing our expertise to conduct an accurate, honest, and comprehensive assessment.

Enabling Technology

#### Approach

The goal of the assessment is to evaluate the capabilities required to meet State agencies' operating needs. Our team will document the current set of services currently provided to the State agencies, evaluate IT and Shared Services operating expenses and capital spend, and document the current organization and operating model.

Our team will evaluate overall service management capabilities in the context of the current service catalog or service portfolio, and we will identify relevant metrics and benchmarks to inform the maturity scoring and identify operational gaps.

We will also rely on the experiences of our seasoned practitioners in conjunction with the framework to establish the scoring levels, evaluate capability gaps, and develop meaningful recommendations to transform the organization.

With many key stakeholders involved, it is imperative that the State help coordinate and drive data collection alongside our team in a timely manner.

#### Scoring and Benchmarks

Services operates "like a business"

and engages with customers

An integrated way of working with

stakeholders to manage risk and drive

business value from Shared Services

Our team will leverage data and learnings from prior work with similar organizations, captured in our database of leading practices to provide a standard context to our analysis. This enables us to conduct a comparative capability maturity assessment of Alaska's OIT and SSOA.

A&M will evaluate and rank current State capability performance into one of five levels based on our analysis.

Process Focus

Talent

Management

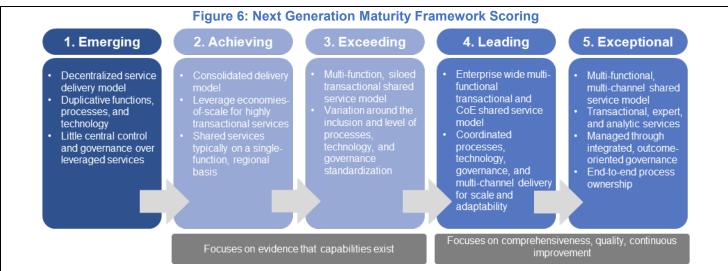
improvement and innovation

Flexible, integrated enterprise talent

retain and engage resources

management model designed to attract,

#### STATE OF ALASKA Imp Shared Services of Alaska Section 4.06 – Phase 1 – Assessment of Current State – Page 3



Relevant metrics and benchmarks that will be used during the Maturity Assessment include:

safety

Carbon visibility

#### Information Centralized Travel Finance and Leasing Mail and Print Technology Procurement Administration Accounting Services · Jobs completed Spend v. plan Compliance rate Complaints logged Staffing ratios Occupancy rate # of suppliers • Use of approved (OpEx and CapEx) Financial close Average arrears per day Application and Purchase order booking channels cvcle time and payables Average job size service total costs cycle time Use of approved Cash conversion Tenant turnover Error rate Infrastructure unit · Lead time forms of payments cycle time and moving costs Cost per correct costs v. targets · Cost of purchase Realized Accounts · Repair and piece Project SLA (% on order negotiated savings receivable beyond maintenance costs time / budget, etc.) • Supplier defect Traveler 60 days Property Service SLA (% rate satisfaction and Level of payment management fees

#### Table 5: Benchmarks and Key Metrics

#### The Voice of the Customer

Incident Response

Availability,

Time, etc.)

Transitioning to a high touch, customer service-oriented organization will require not only establishing regular mechanisms to capture customer feedback but also ensuring that steps are taken to resolve outstanding issues and demonstrate how customer concerns are being addressed. Through the Voice of the Customer review, A&M will examine SSOA and IT delivery performance through the lens of customers who depend on their combined service offerings.

automation

Net cost

A&M evaluates service delivery from both the demand side expectations and supply side capabilities perspective. We start by comparing service level expectations from the demand side to the actual cost (and budget) to delivering those services from the supply side. Our experience tells us that expectations and capability misalignment is most often the root cause of performance gaps.

Our team will also conduct surveys with key users to understand service delivery performance and customer priorities. The performance / importance analysis will reveal where there may be overinvestment in areas that are not important to the customer and areas of underinvestment for high priority services. A&M will conduct a review of service tickets and problem escalation handling to understand how problem identification and resolution is performed. We will also conduct a combination of interviews and workshops to understand the functional requirements for the department and elicit opportunities for improvement.

A&M recognizes the need to strengthen the lines of communication and improve engagement with customers at all levels. We will develop recommendations for ongoing communications including the standup of a governance board / steering committee to ensure regular communication with agency leadership. A&M will also review customer satisfaction survey

results to understand key challenges and will revise the survey as necessary to improve insights going forward. We will evaluate the best tactics for communication with various stakeholder groups, this includes establishing communication protocols between line staff and project leaders and ensuring that the action steps taken have been communicated back to customers to demonstrate organizational improvements on an ongoing basis.

Throughout this process our team will capture stakeholder's requirements, priorities, expectations, and concerns. These observations will lead to recommendations and actionable changes to the existing operating model.

#### Gaps and Observations

Our team will identify and document gaps in service delivery and customer expectations, identify organizational and technical constraints to performance, and will develop observations and recommendations. Our team will evaluate the progress of the Shared Services and IT consolidation results to date against expected benefits and performance levels.

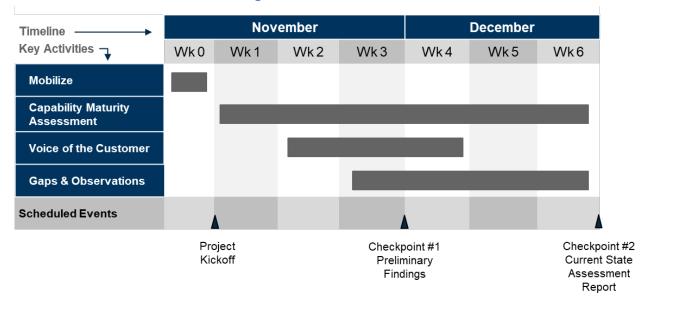
Through the identification of gaps and constraints A&M will maintain a tracking matrix to document findings and catalog the corrective actions to improve performance. The corrective actions will inform the planning stage where potential impacts to cost and performance will be evaluated as well as the priority / urgency of the issue.

#### **Table 6: Gaps and Constraints Tracking Matrix**

ID and Date	Issue	Detailed Description	Actions Planned and Implemented	Key Outcomes	Urgency and Owner
001 Jan. 1, 2020	Problem invoices lead to delays	Problems with inaccurate or mismatched invoices lead to delays in payment processing. Buyers need to know when an invoice is not in payable status in order to assist with resolution of invoice problems and ensure timely payment. This will require a reallocation of AP staff to manage a manual workaround to address this need without payment system programming. A programming option should be considered.	Contact all customers on invoice discrepancies that delay payment	Improved payment cycle time from 45 to 30 days	Medium PM

#### Schedule

The Phase 1 schedule will be the guide for the teams through the first six-weeks of the engagement. A&M will execute against a specific project timeline, which will be developed collaboratively with the State. Any potential roadblocks or alterations will be brought forward in advance.



#### Figure 7: Phase 1 Schedule

## **ATTACHMENT 1 - SUBMITTAL FORM E**

## Offeror's Company Name: Alvarez & Marsal Public Sector Services, LLC

## Section 4.07 – Phase 2 – Plan Development (125 Points)

SPECIAL REQUIREMENTS: The Offeror's company name must be filled in on each Submittal Form included in the Technical Proposal. This Submittal form must not exceed the 4-page limit (Reference RFP Section 4.02). If an Offeror exceeds a page limit, the information that is in excess of the limit will be removed by the Procurement Officer prior to the proposal evaluation and will not be evaluated.

#### A&M's Approach to Phase 2

Phase 2 is designed to focus the State on important IT and shared services delivery deficiencies affecting their agencies' ability to operate. This phase will lay the groundwork for improving services and longer-term transformation.

At the end of Phase 2, we will deliver a portfolio of initiatives to close performance gaps, validated for implementation feasibility by the State, with corresponding investment schedules and implementation timelines. At this juncture the State will then select which initiatives they wish to move forward with for implementation.

The Plan phase contains these components:

- 1. Business Case Development
- 2. Operating Model and Service Model
- 3. Governance Model
- 4. Project, Portfolio, and Service Management Strategy
- 5. Organizational Change Management
- 6. Resource Assessment
- 7. Organizational Structure
- 8. Financial Model
- 9. Improvement and Consolidation Plan

The following table provides additional detail on how A&M will approach each of these components. We include discussion on key activities, the roles of the State and A&M, and the objectives and expected outcomes.

Components Activities	Roles	Key Outcomes
<ul> <li>1. Business Case Development A&amp;M will develop a business case for IT and shared services consolidation with input from the SOA and DOA</li> <li>Analyze information obtained from interviews and documentation from the assessment phase, including objectives, expectations, and outcomes, along with lessons from previous attempts</li> <li>Design a high-level future state conceptual design</li> <li>Derive key performance indicators for IT and shared services consolidation along with guidelines and critical success factors</li> <li>Present and review key alternative approaches to consolidation with high-level costs, risks, and financial and non-financial benefits</li> <li>Discuss barriers to implementation with SOA/DOA and incorporate necessary tactics in the risk and change management plans</li> <li>Develop a high-level timeline with consolidation phases, key activities, milestones, and dependencies with other major initiatives</li> <li>Develop a change communications plan</li> </ul>	<ul> <li>A&amp;M Role: Develop the business case</li> <li>State's Role: Provide input, review, and approval; make the case for change with SOA stakeholders and obtain buy-in</li> </ul>	<ul> <li>A succinct document outlining critical outcomes of efficiency and effectiveness developed using input from key stakeholders and includes analysis of alternatives, high-level costs, and risks</li> </ul>

#### Table 7: A&M Approach to Plan Development

	Table 7: A&M Approach to Plan Development (cont.)				
Components	Activities	Roles	Key Outcomes		
2. Operating Model and Service Model A&M will review the current operating model, recommend a target operating model based on the desired future state service delivery model for IT	<ul> <li>Assess and document the high-level business capabilities required to effectively operate the State of Alaska</li> <li>Define the high-level IT capabilities and IT operating model required to achieve the desired business capabilities</li> <li>Document the high-level future state operating model including service management, project delivery, enterprise architecture, application development and IT operations</li> <li>Evaluate the current shared services operating model and develop the target for business process standardization and integration to deliver greater value to the customers and determine the level of consolidation</li> <li>Design the service model including parameters for design, transition, and operation of services along with governance, guiding principles, and practices</li> </ul>	<ul> <li>A&amp;M Role: Develop the operating model and service model</li> <li>State's Role: Provide input, review, buy-in, and approval</li> </ul>	<ul> <li>Target operating model depicting the business process integration and standardization</li> <li>Service model will include policies, procedures, controls, performance objectives, roles, sourcing, locations, and required technology</li> </ul>		
3. Governance Model A&M will analyze the various administrative, financial and policy oversight structures within the State and identify appropriate governance models	<ul> <li>Assess current IT and back-office governance challenges</li> <li>Assess IT and shared services project lifecycle to existing governance structures</li> <li>Review project and service delivery prioritization models</li> <li>Assess current governance structures</li> </ul>	<ul> <li>A&amp;M Role: Document and capture appropriate governance structure that fits the target operation model</li> <li>State's Role: Provide links to existing statutes, rules and policies that govern the existing IT and back-office operations</li> </ul>	<ul> <li>Identified leading practices in State government "governance" structures</li> <li>New governance structures for shared services organizations that has defined roles and responsibilities of new governance structures</li> </ul>		
4. Project, Portfolio, and Service Management Strategy A&M will review current projects, portfolio, and services, and develop strategy for the future state	<ul> <li>Understand demand drivers</li> <li>Assess constraints and supply levers</li> <li>Define prioritization schemes</li> <li>Define ongoing planning and governance for intake and exceptions</li> </ul>	<ul> <li>A&amp;M Role: Develop the projects, portfolio, and services management strategy</li> <li>State's Role: Provide input, review, and approval; staff the governance committees, enforce planning and governance; implement the strategy across SOA shared services customers</li> </ul>	<ul> <li>Strategy for the project and portfolio as well as service management teams to implement</li> </ul>		
5. Organizational Change Management A&M will develop a plan for managing the change	<ul> <li>Conduct stakeholder and change impact assessments</li> <li>Develop communications plan</li> <li>Develop training plan and train key employees</li> <li>Develop communication plan to internal (shared services departments) and external (State agency and any third parties) stakeholders</li> </ul>	<ul> <li>A&amp;M Role: Develop the plan and support the DOA in executing it</li> <li>State's Role: Be the bearer of communications and conduct training, supported by A&amp;M</li> </ul>	<ul> <li>Plan identifying key stakeholders, their inclination for change, impact of change, communication vehicles and frequencies, and key messaging for bringing awareness, informing, and stimulating action</li> </ul>		

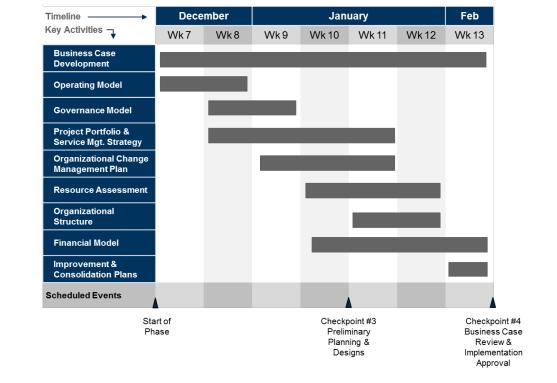
Table 7: A&M Approach to Plan Development (cont.)			
Components	Activities	Roles	Key Outcomes
6. Resource Assessment A&M will identify human capital needs to support a shared services/IT consolidated model, which will include an assessment of skills, duties, and talent needs to support the defined model service levels	<ul> <li>Perform resource assessment of job functions for proposed service model</li> <li>Conduct employee interviews and focus groups to determine key process tasks</li> <li>Measure workload, key performance metrics and service level outcomes</li> <li>Review of existing policies and procedures and workflow requirements</li> </ul>	<ul> <li>A&amp;M Role: Determine needed job skills, functions and tasks to support the proposed service delivery model</li> <li>State's Role: Provide organizational structures, workload and performance metrics, current job descriptions, existing training plans and operating policies and procedures for the IT and back-office shared services functions</li> </ul>	<ul> <li>Matrix of essential job skills and tasks to operate a back- office shared services and consolidated IT model</li> <li>Staffing plan to deliver core and secondary services</li> <li>Talent development plan to build needed core competencies and skills</li> <li>Risk plan to address staffing shortages</li> </ul>
7. Organizational Structure A&M will develop an organizational structure that will serve as the blueprint and key outcomes for moving to the recommended future state	<ul> <li>Assess current organizational structures and delivery models</li> <li>Review reporting structures within the shared service organizations</li> <li>Identify key stakeholders, funding and sourcing issues, services and technologies to deliver services</li> <li>Review span of control and internal reporting hierarchies</li> </ul>	<ul> <li>A&amp;M Role: Develop proposed change management plan to align to proposed new organizational structure</li> <li>State's Role: Provide input, review, approval of proposed change management plan; provide organizational structures, key job duties, job descriptions and existing operating policies and procedures for the IT and back-office shared services functions</li> </ul>	<ul> <li>Defined future state functions, services and delivery systems</li> <li>Defined roles and responsibilities of new organizational units</li> <li>Defined organizational structure for level 1 and level 2 managers below DOA Commissioner</li> <li>Define Implementation considerations</li> <li>Recommended policy changes</li> </ul>
8. Financial Model A&M will complete a detailed assessment of sources and uses of monies to operate both the consolidated IT and Shared Services model functions	<ul> <li>Examine the services identified to ensure existing and proposed service level budgets are developed to meet customer service delivery needs</li> <li>Identify key current and future state Financial Model key considerations including: Operating Model, Charge Back Model, Capital Funding, and Supporting Tools and Resources</li> <li>Identify applicable revenue sources (e.g., state/federal grants, charges for services, general or special revenue fund appropriations, etc.) and expenses</li> <li>Assess the current cost recovery plans and revenue structures to meet the current and future operating and capital spending needs of both the consolidated OIT and SSOA organizations</li> <li>Assess deployment of performance-based budgeting approach and the key strategies and planning tasks</li> </ul>	<ul> <li>A&amp;M Role: Develop proposed financial model structure including revenue (cost recovery) and expense budgeting approaches</li> <li>State's Role: Provide input, review, approval of proposed financial model; provide inputs on key cost drivers and existing revenue recovery structures; provide copies of existing policies and statute appropriation of key IT and back-office shared service functions</li> </ul>	<ul> <li>Analysis of current state funding approaches</li> <li>Analysis of alternative future state models</li> <li>Recommendations for a future state financial funding model</li> <li>Proposed framework financial model based on analysis of back-end funding models, billing structure and cost allocation model</li> <li>Proposed approach for cost allocation and billing structure</li> <li>Identify any State legislative policy or statute languages/ changes needed to support the recommended financial plan</li> </ul>

	Table 7: A&M Approach to Plan Development (cont.)					
Components	Activities	Roles	Key Outcomes			
9. Improvement & Consolidation Plan A&M will develop a roadmap and portfolio of performance improvement initiatives for the consolidated IT and in-scope back-office functions	<ul> <li>For each initiative in the portfolio:</li> <li>Identify activities and major tasks</li> <li>Determine prioritization, ordering, and dependencies for scheduling activities/tasks</li> <li>Identify key roles and teams to carry out activities/tasks</li> <li>Identify constraints, issues, and risks and incorporate resolutions in the plan</li> <li>Determine required budget, working with DOA</li> <li>Identify milestones and critical path activities, along with periodic progress check-points with key stakeholders</li> </ul>	<ul> <li>A&amp;M Role: Develop a detailed roadmap and set of performance improvement initiatives for the IT and shared services functions</li> <li>State's Role: Identify and assign resources; provide input for and approval of necessary budget; bring forward known competing priorities and implement governance to resolve prioritization conflicts; provide timely input and review; prioritize which initiatives can be funded and executed within the State's budget and timeline constraints</li> </ul>	<ul> <li>Detailed implementation roadmap for approved performance initiatives with requisite resources and timeline</li> <li>A defined set of State funded &amp; approved initiatives for implementation</li> </ul>			

#### **Schedule for Phase 2**

A&M proposes a seven-week schedule to complete Phase 2. The proposed schedule and milestones are shown in Figure 8 below. A&M will begin by focusing efforts to develop and validate improvement initiatives that were identified during Phase 1. Next, A&M will test the improvement initiatives for feasibility and develop their business cases. The State will use these business cases to prioritize their implementation and obtain required funding. Lastly, A&M will establish the PMO in preparation of Phase 3.





## **ATTACHMENT 1 - SUBMITTAL FORM F**

## Offeror's Company Name: Alvarez & Marsal Public Sector Services, LLC

## Section 4.08 – Phase 3 – Build and Implementation (200 Points)

SPECIAL REQUIREMENTS: The Offeror's company name must be filled in on each Submittal Form included in the Technical Proposal. This Submittal form must not exceed the 4-page limit (Reference RFP Section 4.02). If an Offeror exceeds a page limit, the information that is in excess of the limit will be removed by the Procurement Officer prior to the proposal evaluation and will not be evaluated.

#### A&M's Approach to Phase 3

In Phase 3, A&M will implement the consolidation and improvement initiatives that the State of Alaska approved in Phase 2. A&M will provide experience, expertise, oversight, and day-to-day management during build and implementation. In our experience, investment in project implementation is the most important step in the rollout of any major transformation initiative.

We believe that the success of this project depends on a close and collaborative relationship with the OIT and SSOA teams so that they are empowered to take ownership after A&M's engagement ends. A central focus of Phase 3 will be to ensure that these teams are provided with adequate transition support to be successful in their organizations. This will include a detailed transition plan, a joint A&M and State Transition Advisory Team, and an A&M-led "Lessons Learned" training program.

A&M's goals for Phase 3 will be to 1) realize consolidated services for IT and back-office service functions, 2) find cost savings, and 3) improve customer satisfaction among DOA's customers and key stakeholders.

A&M will address the following components during Phase 3:

- 1. Improvement and Consolidation Plan Execution
- 2. Resource Alignment and Relocation
- 3. Service Catalog and Delivery
- 4. Service Transition and Monitoring
- 5. Risk and Issue Management
- 6. Finance Model

- 7. Change Management and Communications
- 8. Consolidation of Services
- 9. Benefits Realization
- 10. Shared Services and Continuous Improvement Plan

The following table provides additional detail on how A&M will approach each of these components. We include discussion on key activities, the roles of the State and A&M, and expected outcomes.

Only those components approved by the State of Alaska will be implemented.

Components	Activities	Roles	Key Outcomes
1. Improvement & Consolidation Plan Execution A&M will manage the overall services implementation, improvement and consolidation plan	<ul> <li>Implement program management methodology and communicate the approach to the execution team</li> <li>Update the plan regularly with progress and changes</li> <li>Manage changes in an organized manner</li> <li>Identify dependencies and impacts to timeline</li> <li>Work with DOA to resolve dependencies</li> <li>Escalate resource issues, if any, through DOA</li> <li>Report on progress, issues, and risks</li> </ul>	<ul> <li>A&amp;M Role: Manage the plan</li> <li>State's Role: Provide and manage SOA resources; remediate prioritization conflicts and dependencies</li> </ul>	<ul> <li>Methodical management of execution along with periodic updates and regular governance for issue resolution and risk remediation</li> </ul>

#### Table 8: A&M's Approach to Build and Implement

#### STATE OF ALASKA Shared Services of Alaska

Section 4.08 – Phase 3 – Build and Implementation – Page 2

	Table 8: A&M's Approach to Build	d and Implement (cont.)	
Components	Activities	Roles	Key Outcomes
2. Resource Alignment & Relocation A&M will support the SOA HR in identifying key roles and recommend their organizational alignment	<ul> <li>Identify key roles and skills necessary for implementation of shared services and consolidation</li> <li>Suggest organizational alignment of roles and teams for effective execution</li> </ul>	<ul> <li>A&amp;M Role: Support HR by suggesting necessary roles and skills</li> <li>State's Role: Identify and assign individuals in appropriate roles; realign organizational structures as necessary; acquire and onboard talent as required; backfill resources; remediate skill gaps</li> </ul>	<ul> <li>Identification and assignment of key roles and skills necessary for effective execution</li> </ul>
3. Service Catalog & Delivery A&M will build a detailed listing of all OIT and SSOA targeted shared services functions including service levels and budget to provide the individual services	<ul> <li>Create matrix of current services provided by each IT and back-office function</li> <li>Identify of the legislative authority and/or mandate in service delivery</li> <li>Define service levels and workload indicators that determine level of effort to provide services</li> <li>Review of user fees, charges for services and existing cost recovery/chargeback models to cover the costs of the defined services</li> </ul>	<ul> <li>A&amp;M Role: Develop service catalog</li> <li>State's Role: Provide input into the development of service catalog, including identification of requirements and State department needs, as well as DOA constraints</li> </ul>	<ul> <li>Master listing of services with definition of each provided by Administrative and IT units</li> <li>Legislative authority for providing the service</li> <li>Defined key performance metrics and/or objective key results for defined services</li> <li>Measure the cost recovery of outcomes of existing fee structures to the cost of providing the defined services</li> </ul>
4. Service Transition and Monitoring A&M will support the transition of current services to shared services model	<ul> <li>Identify current services and related attributes</li> <li>Identify transition effort and transformation required per the shared service model</li> <li>Identify customers and service agreements including SLAs, and OLAs</li> <li>Help develop services for the identified service gaps</li> <li>Recommend metrics and data collection for services monitoring and reporting</li> <li>Oversee service transition from current to future state shared service</li> <li>Support the transition of service monitoring to DOA</li> </ul>	<ul> <li>A&amp;M Role: Support the State in transitioning services and establishing monitoring routines</li> <li>State's Role: Responsible for the transition and monitoring of the services; developing new services for the identified gaps; establishing service agreements with SOA customers and internal/external service providers</li> </ul>	<ul> <li>Smooth transition of services from current state to the shared service model</li> </ul>
5. Risk & Issue Management A&M will perform risk and issue management during the stabilization period	<ul> <li>Help identify key risks and issues</li> <li>Maintain risk register and issues log</li> <li>Report key risks and issues to DOA</li> <li>Track resolution of issues and remediations of risk</li> <li>Escalate risks/issues to DOA governance committee for timely solution</li> <li>Transition risk and issue management to DOA</li> </ul>	<ul> <li>A&amp;M Role: Help identify, log, and track key risks and issues</li> <li>State's Role: Help remediate risks and resolve issues</li> </ul>	<ul> <li>Key risks and issues are identified, documented, and managed</li> </ul>

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	Table 8: A&M's Approach to Build and Implement (cont.)				
Components	Activities	Roles	Key Outcomes		
<b>6. Financial Model</b> A&M will create, build and implement financial model(s) to support to the service delivery model	<ul> <li>Develop and implement the recommended model framework that includes: a defined operating model, funding model, capital funding requirements and any strategic tools resources</li> <li>Assess current business process and procedures, needed financial systems enhancements, and process changes to meet the new financial model business process need</li> <li>Develop roadmap to deploy budgeting process and implementation strategy to create shared service/consolidated service budgets based on defined service levels and benchmarks for the identified primary cost and service drivers</li> </ul>	<ul> <li>A&amp;M Role: Develop framework to support new shared services finance model</li> <li>State's Role: Work with A&amp;M to define current business processes and provided needed pricing and reimbursement processes and documented procedures</li> </ul>	<ul> <li>Develop and implement the recommended approach for cost allocation and billing structure to support the new consolidated/shared services model</li> <li>Defined service levels</li> <li>Funding model to pay for operating and capital needs</li> <li>Identified needed financial management and business process policies and procedures</li> </ul>		
7. Change Management & Communications A&M will manage the change plan through the stabilization period	<ul> <li>Establish regular conduct of stakeholder survey to obtain feedback and assess satisfaction</li> <li>Support the development of communications materials</li> <li>Assist DOA in managing change impact</li> <li>Identify additional CM &amp; communication needs and augment the plan, working with DOA</li> </ul>	<ul> <li>A&amp;M Role: Manage the change plan and support the DOA in executing it</li> <li>State's Role: Be the bearer of communications; manage change impact and outcomes</li> </ul>	<ul> <li>Executed change management and communications according to the plan and evolving needs</li> </ul>		
8. Consolidation of Services A&M will assist with the consolidation of services from State departments to DOA	<ul> <li>Support DOA with delineation of activities between State departments and DOA</li> <li>Provide recommendation for effectively managing the service relationship with State departments</li> <li>Support DOA with consolidated procurement of IT equipment, personnel, and external services</li> </ul>	<ul> <li>A&amp;M Role: Support the consolidation led by DOA</li> <li>State's Role: Lead consolidation including role and job classification changes, movement of resources, union discussions if any, organizational alignment, transfer of residual activities of individuals/roles</li> </ul>	<ul> <li>Consolidation of services, including resources fulfilling those services</li> </ul>		
9. Benefits Realization A&M will track key metrics of consolidation benefits identified in the business case, during the stabilization period	<ul> <li>Track key metrics based on data collected by DOA</li> <li>Report key metrics to DOA leadership</li> <li>Identify trends and potential remediations</li> <li>Transition benefits tracking to DOA</li> </ul>	<ul> <li>A&amp;M Role: Track and report on key metrics, and transition knowledge and activity to DOA</li> <li>State's Role: Collect data and measurements for the metrics</li> </ul>	<ul> <li>Report on progress of consolidation and shared service performance through the benefits realization metrics</li> </ul>		

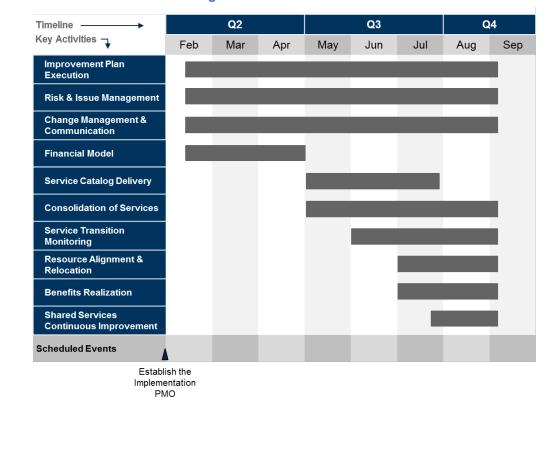
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Table 8: A&M's Approach to Build and Implement (cont.)					
Components	Activities	Roles	Key Outcomes		
10. Shared Services & Continuous Improvement Plan A&M will develop a strategy and roadmap to optimize the shared services effectiveness and performance	<ul> <li>Assess technology footprint, including application portfolio and infrastructure at a high-level for rationalization opportunities</li> <li>Identify potential modernizations to technology and services</li> <li>Review stakeholder survey results and identify additional improvement opportunities</li> <li>Identify mechanisms, including metrics, for continuous improvement opportunity identification</li> </ul>	<ul> <li>A&amp;M Role: Assess technology footprint and shared service effectiveness with DOA</li> <li>State's Role: Gather data and implement recommendations of service improvements</li> </ul>	<ul> <li>Assessment of additional future opportunities for improvement and a mechanism for continuous improvement</li> </ul>		

#### **Schedule for Phase 3**

A&M proposes an eight-month schedule for Phase 3. The proposed schedule and milestones are shown in Figure 9 below. A&M will manage project execution and monitor/track results throughout the implementation. A&M proposes a three-month transition period at the end of Phase 3 to ensure that State of Alaska staff have the adequate support to be successful in their organizations.

The Phase 3 schedule will be refined during Phase 2 and is subject to change based upon the State's priorities and available funding.



#### Figure 9: Phase 3 Schedule