STATE OF ALASKA
Department of **Name**
Division of **Name**
Physical Address

PROCUREMENT OFFICER NOTE: ENTER RFP NUMBER - IT IS THE SAME AS THE RESERVATION NUMBER

Request For Proposals

RFP **Number**
Date of Issue: **Date**

Title and Purpose of RFP:

PROCUREMENT OFFICER NOTE: PROVIDE A BRIEF STATEMENT THAT SUMMARIZES RFP: WHO, WHAT, WHERE, WHEN, WHY

Offerors Are Not Required To Return This Form.

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

Name
Procurement Officer
Department of Name

TABLE OF CONTENTS

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS 4

1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS 4
1.02 CONTRACT TERM AND WORK SCHEDULE 5
1.03 PURPOSE OF THE RFP 6
1.04 BUDGET 6
1.05 LOCATION OF WORK 6
1.06 ASSISTANCE TO OFFERORS WITH A DISABILITY 7
1.07 REQUIRED REVIEW 7
1.08 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS 8
1.09 AMENDMENTS 8
1.10 ALTERNATE PROPOSALS 8
1.11 RIGHT OF REJECTION 8
1.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS 9
1.13 DISCLOSURE OF PROPOSAL CONTENTS 9
1.14 SUBCONTRACTORS 9
1.15 JOINT VENTURES 10
1.16 OFFEROR'S CERTIFICATION 10
1.17 CONFLICT OF INTEREST 11
1.18 RIGHT TO INSPECT PLACE OF BUSINESS 11
1.19 SOLICITATION ADVERTISING 11
1.20 NEWS RELEASES 11
1.21 ASSIGNMENT 11
1.22 DISPUTES 12
1.23 SEVERABILITY 12
1.24 FEDERAL REQUIREMENTS 12

2. SECTION TWO STANDARD PROPOSAL INFORMATION 12

2.01 AUTHORIZED SIGNATURE 12
2.02 PRE-PROPOSAL CONFERENCE 12
2.03 SITE INSPECTION 13
2.04 AMENDMENTS TO PROPOSALS 13
2.05 SUPPLEMENTAL TERMS AND CONDITIONS 13
2.06 CLARIFICATION OF OFFERS 13
2.07 DISCUSSIONS WITH OFFERORS 14
2.08 PRIOR EXPERIENCE 14
2.09 EVALUATION OF PROPOSALS 15
2.10 VENDOR TAX ID 15
2.11 F.O.B. POINT 15
2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES 15
2.13 APPLICATION OF PREFERENCES 16
2.14 5 PERCENT ALASKAN BIDDER PREFERENCE 17
2.15 FORMULA USED TO CONVERT COST TO POINTS 17
2.16 ALASKAN OFFEROR'S PREFERENCE 18
2.17 CONTRACT NEGOTIATION 19
2.18 FAILURE TO NEGOTIATE 19
2.19 NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION 20
2.20 PROTEST 20

3. SECTION THREE STANDARD CONTRACT INFORMATION 21

3.01 CONTRACT TYPE 21
3.02 CONTRACT APPROVAL 22
3.03 STANDARD CONTRACT PROVISIONS 22
3.04 PROPOSAL AS A PART OF THE CONTRACT 23

3.05 ADDITIONAL TERMS AND CONDITIONS 23
3.06 INSURANCE REQUIREMENTS 23
3.07 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT 23
3.08 CONTRACT FUNDING 24
3.09 PROPOSED PAYMENT PROCEDURES 24
3.10 CONTRACT PAYMENT 25
3.11 INFORMAL DEBRIEFING 25
3.12 CONTRACT PERSONNEL 25
3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES 25
3.14 TERMINATION FOR DEFAULT 26
3.15 LIQUIDATED DAMAGES 26
3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS 26
3.17 CONTRACT INVALIDATION 27

4. SECTION FOUR BACKGROUND INFORMATION 28

4.01 BACKGROUND INFORMATION 28

5. SECTION FIVE SCOPE OF WORK 28

5.01 SCOPE OF WORK 28
5.02 DELIVERABLES 29

6. SECTION SIX PROPOSAL FORMAT AND CONTENT 29

6.01 PROPOSAL FORMAT AND CONTENT 29
6.02 INTRODUCTION 29
6.03 UNDERSTANDING OF THE PROJECT 29
6.04 METHODOLOGY USED FOR THE PROJECT 30
6.05 MANAGEMENT PLAN FOR THE PROJECT 30
6.06 EXPERIENCE AND QUALIFICATIONS 30
6.07 COST PROPOSAL 30
6.08 EVALUATION CRITERIA 31

7. SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION 31

7.01 UNDERSTANDING OF THE PROJECT (5 PERCENT) 31
7.02 METHODOLOGY USED FOR THE PROJECT (5 PERCENT) 31
7.03 MANAGEMENT PLAN FOR THE PROJECT (5 PERCENT) 32
7.04 EXPERIENCE AND QUALIFICATIONS (5 PERCENT) 32
7.05 CONTRACT COST (*60 - 75* PERCENT) 33
7.06 ALASKAN OFFEROR'S PREFERENCE (10 PERCENT) 33

8. SECTION EIGHT ATTACHMENTS 34

8.01 ATTACHMENTS 34

PROCUREMENT OFFICER NOTE: REMEMBER TO REFRESH THE INDEX TO ENSURE PAGE NUMBERS ARE ACCURATE

NOTE: TO REFRESH: 1) HIGHLIGHT ENTIRE TABLE OF CONTENTS, 2) RIGHT CLICK, 3) SELECT UPDATE FIELDS, 4) "SELECT UPDATE ENTIRE TABLE," AND 5) CLICK OK.

Instructions to Procurement Officers

Instructions to procurement officers are shaded and begin with "Procurement Officer Notes." Delete these instructions in the final draft of the RFP.

Procurement officer word choices in a section are in caps, bold print and italics. For example, ***WILL / WILL NOT***. You should make the choice, and then enter the word in regular style print, for example, “will not”.

The location of unique names and numbers are identified like this: ***NAME*** or ***NUMBER***. You should provide the correct name or number and enter that information in regular style print, for example 78492.

Delete this instruction page in the final draft.

SECTION ONE
INTRODUCTION AND INSTRUCTIONS

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

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION - ALTER, REVISE, OR DELETE AS REQUIRED. YOU MAY WANT TO REQUIRE OFFERORS TO SUBMIT MORE THAN ONE COPY OF THEIR PROPOSAL.

Offerors must submit one copy of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of ***NAME***
Division of ***NAME***
Attention: ***PROCUREMENT OFFICER NAME***
Request for Proposal (RFP) Number: ***NUMBER***
Project name: ***NAME***
MAILING ADDRESS
CITY, AK, ZIP CODE

Proposals must be received no later than 1:30 P.M., Alaska Time on **DATE**. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

An offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION - ALTER, REVISE, OR DELETE AS REQUIRED. ALL QUESTIONS CONCERNING THIS RFP MUST BE DIRECTED TO THE PROCUREMENT OFFICER. TO AVOID ANY CONFUSION OR PROBLEMS, ONLY THE PROCUREMENT OFFICER’S NAME, PHONE, FAX AND TDD NUMBERS SHOULD BE LISTED BELOW.

PROCUREMENT OFFICER: ***NAME*** – PHONE **907-*NUMBER*** - FAX ***907-NUMBER*** - TDD ***907-NUMBER***

PROCUREMENT OFFICER NOTE: IF REPRODUCTION COST IS LESS THAN FIVE DOLLARS DELETE THE FOLLOWING TWO SENTENCES.

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

1.02 Contract Term and Work Schedule

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

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

The length of the contract will be from the date of award, approximately ***DATE***, for approximately ***NUMBER*** calendar days until completion, approximately ***DATE***.

PROCUREMENT OFFICER NOTE: IF USED, THE MONTH-TO-MONTH EXTENSION LANGUAGE SHOULD NOT BE ALTERED.

IF YOU INCLUDE THIS CLAUSE, WRITTEN "NOTICE OF CONTRACT EXPIRATION" SHOULD BE SENT TO THE CONTRACTOR WHEN THE CONTRACT EXPIRES.

IN ORDER TO CONTINUE A CONTRACT ON MONTH-TO-MONTH EXTENSION, YOU MUST PROVIDE THE CONTRACTOR PRIOR WRITTEN NOTICE.

TO CANCEL MONTH-TO-MONTH EXTENSION, WRITTEN NOTICE MUST BE PROVIDED TO CONTRACTOR AT LEAST 30 DAYS PRIOR TO CANCELLATION DATE.

MONTH-TO-MONTH EXTENSIONS ARE UNANTICIPATED AMENDMENTS AND MUST COMPLY WITH 2 AAC 12.485(D).

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.

The approximate contract schedule is as follows:

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

LIST EVERY ITEM, EVENT OR MILESTONE YOU CAN THINK OF, BEGINNING TO END. BE AS SPECIFIC AND COMPREHENSIVE AS YOU POSSIBLY CAN.

ALLOW ONE OR TWO REVIEWS OF EACH DRAFT OR REDRAFT.

CREATE MULTIPLE OPPORTUNITIES FOR INTERACTION WITH THE CONTRACTOR.

DON'T JUST SEND THE CONTRACTOR AWAY WITH SOME WORK TO DO AND LET THEM BRING BACK SOMETHING THAT MAY OR MAY NOT SUIT YOU. INTERACT WITH THE CONTRACTOR TO KEEP THE PROJECT ON TRACK.

- Issue ***RFP DATE*** (Minimum 21-days circulation period between issue and opening date also requires posting on the State of Alaska Online Public notice web site.),
- Open ***RFP DATE***,
- Proposal Evaluation Committee complete evaluation by ***DATE***,
- State of Alaska issues Notice of Intent to Award a Contract ***DATE***,

(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)

- State of Alaska issues contract ***DATE***,
- Contract start ***DATE***,
- First contractor work period ***DATE*** to ***DATE***,
- Contractor submits first draft ***DATE***,
- First draft review by state ***DATE*** to ***DATE***,
- Draft back to contractor for revision as required ***DATE*** to ***DATE***, Contractor submits final report ***DATE***.

1.03 Purpose of the RFP

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

The Department of ***NAME***, Division of ***NAME,*** is soliciting proposals for ***INSERT A BRIEF DESCRIPTION OF THE PURPOSE OF THE RFP CONSISTENT WITH COVER PAGE; A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS TO BE PROVIDED LATER IN THE DOCUMENT.***

1.04 Budget

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

Department of ***NAME***, Division of ***NAME***, estimates a budget of between ***LOW RANGE*** and ***HIGH RANGE*** dollars for completion of this project. Proposals priced at more than ***DOLLARS*** will be considered non-responsive.

1.05 Location of Work

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

The location(s) the work is to be performed, completed and managed **IS / ARE** at **LOCATION (S)**.

The state **WILL / WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for ***NUMBER*** person(s) to make ***NUMBER*** trip(s) to **LOCATION**. Travel to other locations will not be required.

**THE FOLLOWING CLAUSE MUST BE INCLUDED IN ALL SOLICITATIONS.
DO NOT ALTER, REVISE OR DELETE THIS PHRASE UNLESS A WAIVER HAS BEEN APPROVED BY THE CHIEF PROCUREMENT OFFICER. (REF. AAM 81.025 FOR ITEM (A))**

By signature on their proposal, the offeror certifies that:

(a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States;
(b) 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; or
(c) if the offeror is 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, a certified copy of the offeror's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

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

Failure to comply with (a) and/or either (b) or (c) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.06 Assistance to Offerors with a Disability

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

1.07 Required Review

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED. HOWEVER, IF A SHORTENED PUBLIC NOTICE PERIOD IS USED, OR IF A PRE-PROPOSAL CONFERENCE IS HELD WITHIN 12 DAYS OF THE PROPOSAL DUE DATE, A PROTEST DOES NOT HAVE TO BE FILED AT LEAST TEN DAYS BEFORE THE DEADLINE. PROTESTS MAY BE FILED ANYTIME BEFORE THE DEADLINE SET FOR RECEIPT OF PROPOSALS (REF. 36.30.565). IF THAT IS THE CASE, MODIFY THE PARAGRAPH BELOW.

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if

these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

1.09 Amendments

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

1.10 Alternate Proposals

PROCUREMENT OFFICER NOTE: ALTER OR REVISE AS REQUIRED. 2 AAC 12.830 MAKES ALTERNATE PROPOSALS NON-RESPONSIVE UNLESS THE SOLICITATION SPECIFICALLY PERMITS THEM.

Offerors may only submit one proposal for evaluation.

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

1.11 Right of Rejection

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;

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

may be waived by the procurement officer.

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

1.12 State Not Responsible for Preparation Costs

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

1.13 Disclosure of Proposal Contents

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

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

1.14 Subcontractors

PROCUREMENT OFFICER NOTE: REVISE AS REQUIRED.

Subcontractors will not be allowed.

OR

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

(a) complete name of the subcontractor;

(b) complete address of the subcontractor;

(c) type of work the subcontractor will be performing;

(d) percentage of work the subcontractor will be providing;

(e) evidence that the subcontractor holds a valid Alaska business license; and

(f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.15 Joint Ventures

PROCUREMENT OFFICER NOTE: REVISE AS REQUIRED.

Joint ventures will not be allowed.

OR

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

1.16 Offeror's Certification

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED

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

(a) the laws of the State of Alaska;

(b) the applicable portion of the Federal Civil Rights Act of 1964;

(c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

(d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

(e) all terms and conditions set out in this RFP;

(f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

(g) that the offers will remain open and valid for at least 90 days; and

(h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.17 Conflict of Interest

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of ***NAME***, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

1.19 Solicitation Advertising

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED. LOOK UP 2 AAC 12.220 AND COMPLY WITH ITS PUBLIC NOTICE REQUIREMENTS.

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

1.20 News Releases

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

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

1.21 Assignment

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

1.22 Disputes

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

1.23 Severability

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

1.24 Federal Requirements

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

SECTION TWO
STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

2.02 Pre-proposal Conference

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION - ALTER, REVISE, OR DELETE AS REQUIRED. ANY PRE-PROPOSAL CONFERENCE THAT IS HELD MUST BE ACCESSIBLE TO PROSPECTIVE OFFERORS WITH DISABILITIES. THIS MEANS THAT THE LOCATION MUST BE ACCESSIBLE. IN ADDITION, SIGNING INTERPRETERS OR OTHER ACCOMMODATIONS MUST BE PROVIDED IF REQUIRED. REMEMBER, IF A PRE-PROPOSAL CONFERENCE IS HELD WITHIN 12 DAYS OF THE PROPOSAL DUE DATE, A PROTEST DOES NOT HAVE TO BE FILED AT LEAST TEN

DAYS BEFORE THE DEADLINE. PROTESTS MAY BE FILED ANYTIME BEFORE THE DUE DATE SET FOR RECEIPT OF PROPOSALS (SEE SEC. 1.07).

A pre-proposal conference will be held at ***TIME***, Alaska Time, on ***DATE*** in the ***PLACE*** conference room on the ***NUMBER*** floor of the ***NAME*** building in ***CITY***, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 Site Inspection

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

2.04 Amendments to Proposals

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

2.05 Supplemental Terms and Conditions

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

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

2.06 Clarification of Offers

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

to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

DISCUSSIONS HELD MUST BE ACCESSIBLE TO PROSPECTIVE OFFERORS WITH DISABILITIES. THIS MEANS THAT THE LOCATION MUST BE ACCESSIBLE.

IN ADDITION, SIGNING INTERPRETERS OR OTHER ACCOMMODATIONS MUST BE PROVIDED IF REQUIRED.

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

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

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

2.08 Prior Experience

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

No specific minimums have been set for this RFP.

OR

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

PROCUREMENT OFFICER NOTE: PROVIDE DETAIL ON THE SPECIFIC PRIOR EXPERIENCE YOU REQUIRE.

STATE THE MINIMUM ACCEPTABLE AMOUNT OF TIME

REMEMBER THERE MUST BE SOME WAY FOR THIRD-PARTY INDEPENDENT VERIFICATION OF THE EXPERIENCE YOU ASK FOR

BE CAREFUL ABOUT WHAT YOU ASK FOR AS YOU MAY SET REQUIREMENTS SO HIGH THAT YOU DISQUALIFY GOOD POTENTIAL CONTRACTORS

SPECIFICATIONS SUCH AS PRIOR EXPERIENCE MAY NOT BE UNDULY RESTRICTIVE PER AS 36.30.060 (C). MAKE SURE THAT YOU HAVE A REASONABLE BASIS FOR THIS AND ALL OTHER SPECIFICATIONS.

PROCUREMENT OFFICER NOTE: THIS SENTENCE SHOULD NOT BE ALTERED, BUT MAY BE DELETED IF NOT REQUIRED.

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

2.09 Evaluation of Proposals

PROCUREMENT OFFICER NOTE: REVISE AS REQUIRED. COST MUST BE AN EVALUATION FACTOR UNLESS THE SERVICE SOUGHT IS AN ARCHITECTURAL, ENGINEERING, OR LAND SURVEYING CONTRACT, THAT IS SELECTED IN ACCORDANCE WITH AS 36.30.270 (A)

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

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

2.10 Vendor Tax ID

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

2.11 F.O.B. Point

PROCUREMENT OFFICER NOTE: DELETE IF GOODS WILL NOT BE PURCHASED AS A RESULT OF THIS CONTRACT.

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

2.12 Alaska Business License and Other Required Licenses

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

(a) copy of an Alaska business license with the correct NAICS code;

(b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;

(c) a canceled check for the Alaska business license fee;

(d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or

(e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

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

2.13 Application of Preferences

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm

Alaska Products Preference - AS 36.30.332
Recycled Products Preference - AS 36.30.337
Local Agriculture and Fisheries Products Preference - AS 36.15.050
Employment Program Preference - AS 36.30.170(c)
Alaskans with Disability Preference - AS 36.30.170 (e)
Employers of People with Disabilities Preference - AS 36.30.170 (f)

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

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened,

and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.14 5 Percent Alaskan Bidder Preference 2 AAC 12.260 & AS 36.30.170

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

(a) holds a current Alaska business license;

(b) submits a proposal for goods or services under the name on the Alaska business license;

(c) 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;

(d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and

(e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit
In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

2.15 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

Offeror #1	-	Non-Alaskan Offeror	$40,000
Offeror #2	-	Alaskan Offeror	$42,750

Offeror #3 - Alaskan Offeror $47,500

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 70% (70 points) of the total of 100 points for cost.

Offeror #1 receives 70 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, 70 points.

Offeror #2 receives 65.5 points.

$40,000 Lowest Cost	x	70 Max Points	=	2,800,000	÷	$42,750 Offeror #2 Adjusted By The Application Of All Applicable Preferences	=	65.5 Points

Offeror #3 receives 58.6 points.

$40,000 Lowest Cost	x	70 Max Points	=	2,800,000	÷	$47,500 Offeror #3 Adjusted By The Application Of All Applicable Preferences	=	58.9 Points

2.16 Alaskan Offeror's Preference AS 36.30.250 & 2 AAC 12.260

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

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

Total number of points available - 100 Points

100	**x**	**10%**	**=**	**10**
Total Points Available		Alaskan Offerors Percentage Preference		Number of Points Given to Alaskan Offerors Under the Preference

[STEP 2]

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

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

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

*Offeror #1 - **89 points***
*Offeror #2 - **90 points***
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the ***PLACE*** conference room on the ***NUMBER*** floor of the ***NAME*** Building in ***CITY***, Alaska.

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

2.18 Failure to Negotiate

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or

- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

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

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

2.20 Protest

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED. HOWEVER, IF A SHORTENED PUBLIC NOTICE PERIOD IS USED, OR IF A PRE-PROPOSAL CONFERENCE IS HELD WITHIN 12 DAYS OF THE PROPOSAL DUE DATE, A PROTEST DOES NOT HAVE TO BE FILED AT LEAST TEN DAYS BEFORE THE DEADLINE. PROTESTS MAY BE FILED ANYTIME BEFORE THE DEADLINE SET FOR RECEIPT OF PROPOSALS (REF. 36.30.565). IF THAT IS THE CASE, MODIFY THE THIRD PARAGRAPH BELOW.

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

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

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

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

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

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

a. the name, address, and telephone number of the protester;

b. the signature of the protester or the protester's representative;

c. identification of the contracting agency and the solicitation or contract at issue;

d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

(b) the form of relief requested.

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

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

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

SECTION THREE
STANDARD CONTRACT INFORMATION

3.01 Contract Type

PROCUREMENT OFFICER NOTE: IDENTIFY APPROPRIATE TYPE OF CONTRACT.

THERE ARE SEVERAL DIFFERENT TYPES OF CONTRACTS WHICH MAY BE SUITABLE FOR YOUR PROJECT.

REVIEW THE CONTRACT TYPES LISTED BELOW TO DETERMINE WHICH WOULD BE THE MOST APPROPRIATE.

THE TYPE OF CONTRACT USED IS LIKELY TO HAVE AN IMPACT ON COSTS TO THE STATE. THE PROCUREMENT OFFICER SHOULD SELECT THE TYPE OF CONTRACT THAT WILL BEST SERVE THE STATE'S NEEDS AT THE MOST REASONABLE COST.

THE FOLLOWING INFORMATION IS FOR PREPARER'S INFORMATION ONLY AND SHOULD NOT BE PRINTED IN THE FINAL CONTRACT

Fixed Price Contracts

Firm Fixed Price
The most common and easiest contract to administer is a firm fixed price contract. A fixed price contract is one that obligates the contractor to performance at a specified price.

Fixed Price with Adjustment
The use of an equitable price adjustment clause is recommended for state contracts if there is a possibility of significant economic fluctuation during the contract term. Price adjustment clauses generally encourage companies to participate in the state procurement process. The use of a price adjustment clause also allows companies to submit bid prices free of the contingencies that would otherwise be included to compensate for potential economic fluctuations.

A guide to the selection and application process titled Contract Price Adjustments may be viewed on the DGS purchasing documents page located at the following we address:

http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm

Fixed Price Incentive

A target price, ceiling price, and a profit formula are used in this type of contract. When the contractor performs below the costs stipulated in the target price, the contractor and the state share in the savings. If costs exceed those estimated, the contractor's profit margin declines and the price ceiling is adhered to. In these types of contracts, performance can be quantified in terms of costs and services and/or deliverables.

Cost Reimbursement Contracts

Cost Plus Fixed Fee
Under these contracts, contractors are paid for all allowable costs plus a predetermined fixed fee. These contracts have been found to be beneficial for research and development work.

Cost Plus Incentive Fee
Under this type of contract, a tentative fee based on estimated costs and a target price is established. If actual costs fall below estimated costs, the contractor and state share in the savings. The contractor can lose all or part of their fee, but they must be paid for all costs.

Cost Plus a Percentage of Cost
These contracts are prohibited by statute. Under this type of contract the contractor receives payment for costs of performance plus a specified percentage of such actual costs as a fee. These contracts provide no incentive for efficient and economical contractor performance and must not be used.

Other Types of Contracts

Time and Materials Contracts
In addition to a fixed labor rate, these contracts include separate costs for materials used under the contract.

PROCUREMENT OFFICER NOTE: DELETE THE PREVIOUS CONTRACT INFORMATION AND INCLUDE THE FOLLOWING SENTENCE WITH THE APPROPRIATE INFORMATION IN THE RFP.

This contract is an ***ENTER NAME OF TYPE*** contract.

3.02 Contract Approval

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION - ALTER, REVISE, OR DELETE AS REQUIRED.

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 ***NAME***, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 Standard Contract Provisions

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in

this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

3.05 Additional Terms and Conditions

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

3.06 Insurance Requirements

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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.

PROCUREMENT OFFICER NOTE: APPENDIX B2 REQUIRES PROFESSIONAL LIABILITY COVERAGE AND SHOULD BE USED WHEN CONTRACTING FOR PHYSICIANS, DENTISTS, ATTORNEYS, ARCHITECTS, ENGINEERS, ACCOUNTANTS, INSURANCE AGENTS AND BROKERS, APPRAISERS, LOSS CLAIMS ADJUSTERS, TAX CONSULTANTS, RISK MANAGEMENT AND INSURANCE CONSULTANTS, INVESTMENT BROKERS, AND INVESTMENT AND DIVESTITURE CONSULTANTS.

APPENDIX B1 SHOULD BE USED IN ALL OTHER APPLICATIONS.

FOR ASSISTANCE ON INSURANCE REQUIREMENTS, CONTACT THE DEPARTMENT OF ADMINISTRATION, DIVISION OF RISK MANAGEMENT.

CHOOSE APPROPRIATE FORM.

Offerors must review form APPENDIX B1 / APPENDIX B2, attached, for details on required coverage. . No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 / APPENDIX B2 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

PROCUREMENT OFFICER NOTE: MAY BE DELETED. BID BONDS, PERFORMANCE BONDS AND SURETY DEPOSITS ARE NOT ROUTINELY REQUIRED. MAKE SURE YOU REALLY NEED ONE BEFORE YOU SPECIFY IT.

Bid Bond
Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is ***DOLLARS.*** If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the state. The time limit for negotiation or delivery of a contract is 14-days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

Performance Bond
Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with the proposal. The amount of the performance bond must be equal to the entire dollar value of an offeror's offer, for the full term of the contract. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the state within 30-days of the date of award of the contract. An offeror's failure to provide the performance bond, within the required time, will cause the state to reject the proposal.

Surety Deposit
In lieu of a performance bond, an irrevocable letter of credit, or cash, may be substituted. The amount of the surety deposit must be ***LIST DOLLAR AMOUNT OR PERCENTAGE OF PROPOSAL PRICE.*** Substitution of a surety deposit must be approved by the Commissioner of the Department of ***NAME*** prior to its submittal. An offeror's failure to provide the surety deposit, within the required time, will cause the state to reject the proposal.

PROCUREMENT OFFICER NOTE: THE AMOUNT OF A PERFORMANCE BOND AND SURETY DEPOSIT SHOULD BE WHAT IT WOULD COST TO PAY THE PREMIUM COST OF A REPLACEMENT CONTRACT.

3.08 Contract Funding

CHOOSE PARAGRAPH REVISE AS REQUIRED.

IF A CONTRACT IS EXPECTED TO CROSS FISCAL YEARS, YOU MUST INCLUDE THE SECOND STATEMENT.

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

OR

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

3.09 Proposed Payment Procedures

PROCUREMENT OFFICER NOTE: CHOOSE PARAGRAPH - REVISE AS REQUIRED.

PREPARERS SHOULD BE AS SPECIFIC AS POSSIBLE REGARDING PAYMENT PROVISIONS. YOU MAY WANT TO CONSIDER RETAINING A PERCENTAGE OF THE CONTRACT AMOUNT UNTIL THE CONTRACT IS SUCCESSFULLY COMPLETED.

The state will make a single payment when all of the deliverables are received and the contract is completed and approved by the project director.

OR

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

OR

The state will pay the entire contract amount in ***NUMBER*** equal payments. Each incremental payment will be made after ***NAME SPECIFIC TASKS OR REPORTS*** have been completed and approved by the project director. The final payment will not be made until the entire contract; including ***NAME SPECIFIC TASKS OR REPORTS*** are completed and approved by project director.

3.10 Contract Payment

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE OR DELETE AS REQUIRED.

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

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

3.11 Informal Debriefing

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

3.12 Contract Personnel

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

3.14 Termination for Default

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

3.15 Liquidated Damages

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

LIQUIDATED DAMAGES CLAUSES ARE NOT GENERALLY REQUIRED

MAKE SURE YOU REALLY NEED IT BEFORE YOU SPECIFY IT

IF YOU DECIDE TO INCLUDE A LIQUIDATED DAMAGES CLAUSE YOU MUST INDICATE THE AMOUNT

THE AMOUNT OF LIQUIDATED DAMAGES MUST BE REASONABLE, YOU MUST HAVE A REASONABLE METHOD TO DETERMINE WHAT AMOUNT WILL BE USED

EXPLAIN HOW YOU ARRIVED AT THAT AMOUNT

SPECIFY THE CONDITIONS UNDER WHICH YOU WILL INVOKE THE PROVISION

The state will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at ***DOLLARS*** per day. This amount is based on ***PROVIDE BACKGROUND INFORMATION ON HOW YOU ARRIVED AT THAT NUMBER.*** If the contractor fails to ***DO SOMETHING***, the state will begin to collect liquidated damages on ***DATE*** and will continue to collect them until ***SOMETHING ELSE HAPPENS***.

3.16 Contract Changes - Unanticipated Amendments

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

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 ***NAME*** or the Commissioner's designee.

3.17 Contract Invalidation

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

3.18 Nondisclosure and Confidentiality

PROCUREMENT OFFICER NOTE: THIS CLAUSE MUST BE INCLUDED WHEN A CONTRACTOR MIGHT HAVE ACCESS TO CONFIDENTIAL INFORMATION SUCH AS THE STATE'S 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).

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 (i) 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 (ii) 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).

PROCUREMENT OFFICER NOTE: MODIFY THE FOLLOWING SECTION AS REQUIRED.

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:
XXXXXXX
XXXXXXX
XXXXXXX

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 of federal law, regulation,

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

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

SECTION FOUR
BACKGROUND INFORMATION

4.01 Background Information

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED. GIVE THE PROSPECTIVE OFFERORS AS CLEAR A PICTURE AS YOU CAN OF HOW YOU GOT WHERE YOU ARE THE MORE THEY UNDERSTAND THE BACKGROUND, THE BETTER THEY WILL BE ABLE TO ZERO IN ON WHAT YOU WANT.

Background information concerning this project is as follows; ***PROVIDE PERTINENT BACKGROUND INFORMATION.***

SECTION FIVE
SCOPE OF WORK

5.01 Scope of Work

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION - ALTER, REVISE, OR DELETE AS REQUIRED.

INFORMATION YOU PROVIDE IN THIS SECTION TELLS THE OFFERORS WHAT YOU WANT DONE

BE AS SPECIFIC AND COMPREHENSIVE AS YOU POSSIBLY CAN

LET THE OFFEROR KNOW EXACTLY WHAT YOU WANT

DON'T PRESUME THAT THEY WILL "GET IT" IF YOU DON'T SAY IT WRITE IT AS IF YOU WERE TRYING TO EXPLAIN IT TO A 12-YEAR OLD CHILD

The Department of ***NAME***, Division of ***NAME,*** is soliciting proposals for ***WHAT KIND*** of services.
The Department wants assistance to do ***WHAT***.
The consultant will do ***WHAT***.
The types of staff in state agencies that the contractor must interview are ***WHO.***
Other helpful informational material that can be provided to the consultant includes ***WHAT***.
The goal of this project is to ***WHAT***.

5.02 Deliverables

ENTER APPROPRIATE INFORMATION. ALTER, REVISE, OR DELETE AS REQUIRED.

LIST EVERY DELIVERABLE YOU CAN THINK OF, EVEN THE ONES THAT DO NOT SEEM PARTICULARLY IMPORTANT RIGHT NOW.

DO NOT ASSUME THAT THE CONTRACTOR WILL GIVE YOU MORE THAN YOU ASK FOR. YOU SHOULD BE ABLE TO LOOK THROUGH THIS LIST AND BE SATISFIED THAT THE JOB WILL BE FINISHED WHEN YOU GET EVERYTHING LISTED HERE.

The contractor will be required to provide the following deliverables:

(a) ***WHAT***
(b) ***WHAT***
(c) ***WHAT***
(x) ***WHAT***
(y) ***WHAT***
(z) ***WHAT***

SECTION SIX
PROPOSAL FORMAT AND CONTENT

PROCUREMENT OFFICER NOTE: THE INFORMATION YOU PROVIDE IN THIS SECTION SHOULD HELP OFFERORS UNDERSTAND HOW YOU WANT THEIR PROPOSALS STRUCTURED AND IDENTIFY ITEMS YOU WANT THEM TO EMPHASIZE.

6.01 Proposal Format and Content

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

6.02 Introduction

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

6.03 Understanding of the Project

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

6.04 Methodology Used for the Project

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

6.05 Management Plan for the Project

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

6.06 Experience and Qualifications

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

a. title,

b. resume,

c. location(s) where work will be performed,

d. itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

6.07 Cost Proposal

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED. IF POSSIBLE, YOU SHOULD DEVELOP A FILL-IN-THE-BLANK COST SCHEDULE FOR ALL OFFERORS TO COMPLETE.

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll,

supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

6.08 Evaluation Criteria

PROCUREMENT OFFICER NOTE: ALTER, OR REVISE AS NECESSARY

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

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

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 100**

7.01 Understanding of the Project (5 Percent)

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

Proposals will be evaluated against the questions set out below:

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

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

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

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

7.02 Methodology Used for the Project (5 Percent)

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

Proposals will be evaluated against the questions set out below:

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

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

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

7.03 Management Plan for the Project (5 Percent)

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

Proposals will be evaluated against the questions set out below:

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

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

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

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

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

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

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

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

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

7.04 Experience and Qualifications (5 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

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

Questions regarding the firm:

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

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

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

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

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

7.05 Contract Cost (*60 - 75* Percent)

PROCUREMENT OFFICER NOTE: ALTER AND REVISE AS REQUIRED. AGENCIES ARE REQUIRED TO GIVE A MINIMUM WEIGHT OF 60% FOR PROFESSIONAL AND NON-PROFESSIONAL SERVICES CONTRACTS, 75% FOR SUPPLY CONTRACTS, AND BETWEEN 60% AND 75% FOR PROCUREMENTS INVOLVING A COMBINATION OF BOTH.

IF, FOR SOME REASON THIS IS CONTRARY TO PUBLIC INTEREST, A WRITTEN REQUEST TO WEIGH COST BELOW THE MINIMUMS MENTIONED ABOVE MUST BE FORWARDED TO THE CHIEF PROCUREMENT OFFICER FOR APPROVAL. THE REQUEST MUST EXPLAIN WITH PARTICULARITY WHY IT IS NOT IN THE STATE'S BEST INTEREST TO USE THE MINIMUM PERCENTAGES IDENTIFIED ABOVE FOR PRICE EVALUATION, AND WHY THOSE MINIMUMS WILL PREVENT THE AGENCY FROM ACCOMPLISHING ITS PUBLIC MISSION.

THE PROCUREMENT OFFICER SHOULD REQUIRE THAT COSTS BE SUBMITTED SEPARATELY TO AVOID THE POSSIBILITY OF THE PRICE INFLUENCING SCORING.

Overall, a minimum of ***60-75***% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

7.06 Alaskan Offeror's Preference (10 Percent)

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

SECTION EIGHT
ATTACHMENTS

8.01 Attachments

PROCUREMENT OFFICER NOTE: ENTER APPROPRIATE INFORMATION - ALTER, REVISE, OR DELETE AS REQUIRED. ATTACHMENT 1 IS THE GENERIC EVALUATION FORM AT THE END OF THIS DOCUMENT. IT MUST BE MODIFIED TO MATCH YOUR SPECIFIC EVALUATION CRITERIA. ATTACHMENTS 2 – 5 ARE STANDARD STATE DOCUMENTS. ATTACHMENT 6 IS A CHECKLIST THAT YOU DEVELOP TO INCLUDE ALL INFORMATION, MATERIAL AND DOCUMENTATION THAT MUST BE SUBMITTED WITH A PROPOSAL.

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form
   Appendix A
3. Appendix B1 or B2
4. Notice of Intent to Award
5. Checklist

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

7.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

7.02 Methodology Used for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

7.03 Management Plan for the Project—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

PROCUREMENT OFFICER NOTE: ALTER, REVISE, OR DELETE AS REQUIRED.

7.04 Experience and Qualifications—5 Percent

Maximum Point Value for this Section - 5 Points
100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

Questions regarding the firm.

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

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

EVALUATOR'S NOTES _____

_____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

PROCUREMENT OFFICER NOTE: ALTER AND REVISE AS REQUIRED. A GOOD RULE OF THUMB FOR THE MINIMUM WEIGHT GIVEN TO PRICE IS 40 PERCENT OF THE TOTAL EVALUATION POINTS. YOU SHOULD REVIEW THE UNIQUE CIRCUMSTANCES OF YOUR PROCUREMENT TO DETERMINE THE APPROPRIATE WEIGHTING FOR COST. THE PROCUREMENT OFFICER SHOULD REQUIRE THAT COSTS BE

SUBMITTED SEPARATELY TO AVOID THE POSSIBILITY OF THE PRICE INFLUENCING SCORING.

7.05 Contract Cost — 60 - 75 Percent

Maximum Point Value for this Section - 70 Points
100 Points x 70 Percent = 70 Points

Overall, a minimum of 70 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

EVALUATOR'S POINT TOTAL FOR 7.05 _____

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

7.06 Alaska Preference — 10 Percent

Alaskan Bidders receive a 10 Percent overall evaluation point preference.
Point Value for Alaskan Bidders in this Section -- 10 Points
100 Points x 10 Percent = 10 Points

PROCUREMENT OFFICER NOTE: THIS SECTION SHOULD NOT BE ALTERED OR DELETED.

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

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____