



STATE OF ALASKA
Department Of Administration
Enterprise Technology Services
333 Willoughby Avenue, 5th Floor
Juneau, AK 99811-0206

Request For Proposals
RFP 2007-0200-6813

Date of Issue: January 7, 2007

Title And Purpose Of RFP:

Information Technology Professional Services

It is the intent of this RFP to contract with qualified private sector companies for provision of a variety of professional services on an as-needed basis for all State of Alaska agencies, and other governmental agencies within the State of Alaska at the discretion of the agencies and the contractors. Services may be requested for periods ranging from one day to several months or longer at a time.

Offerors Are Not Required To Return This Document.

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.

Jason Soza
Procurement Officer
Department Of Administration
Division of General Services

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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit ten copies of their proposal, in writing, to the Procurement Officer in two sealed envelopes, one for the technical proposal and one for the cost proposal, marked clearly on the outside of the package with "Technical Proposal" or "Cost Proposal". Each package must be clearly marked with RFP Number, Title, Date, and Offeror's name on the outside of the package. The proposal must be addressed as set out below.

Department of Administration
Division of General Services
Attention: Jason Soza.
RFP Number: 2007-0200-6813
Project Name: Information Technology Professional Services
P.O. Box 110210
333 Willoughby Avenue, 7th Floor
Juneau, AK 99811-0210

Proposals must be received no later than 4:30 PM, Alaska prevailing time on Wednesday, January 31, 2007. Oral proposals are not acceptable.

An Offeror's failure to submit the 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: Jason Soza. - PHONE # 907-465-5682 - FAX # 907-465-2189 - TDD # 907-465-2205 – EMAIL jason_soza@admin.state.ak.us

One Request for Proposal (RFP) is provided by the State. Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term & Work Schedule

The contract term and work schedule set out herein represents the State'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 contracts will be approximately one (1) year from the date of award through January 31, 2008, with four (4) one-year optional renewals upon mutual agreement between the State and the Contractor.

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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 thirty (30) days before the desired date of cancellation.

The approximate contract schedule is as follows:

- [a] Issue RFP 1/7/07
- [b] Pre-Proposal Conference 1/17/07
- [c] Proposals Due 1/31/07
- [d] Proposal Evaluation Committee completes evaluation by 2/12/07
- [e] State issues Notice of Intent to Award a Contract 2/12/07
- [f] Contract Preparations Complete 2/23/07
- [g] Contracts Signed 2/28/07
- [h] First contract period ends 1/31/08

1.03 Purpose of the Request for Proposal

It is the intent of this RFP to contract with qualified firms that can provide for a variety of temporary information technology and management consulting professional services on an as-needed basis. Services may be requested for periods ranging from one day to several months at a time, or longer; there are no guarantees expressed or implied regarding the numbers of personnel or amount of time required.

This solicitation is for professional expertise in a variety of services within a Category. Information describing each Category is found in **Section 5.02**. Each service offering for a Category must conform to the format outlined in **Section 6**.

Contractual services will not be used in place of State personnel, but will be used when State personnel cannot perform projects. It is not the intent of this RFP to contract out services currently assigned to classified positions in the State government. Nor is it the intent of this RFP to replace any employees or positions in the State government.

1.04 Budget

Multiple awards will be made by individual Category. The Department of Administration estimates the following not to exceed dollar amounts for each contract term. The first contract term will be approximately one year, from date of award through January 31, 2008, thereafter each term will be one year in length if the contract is renewed. In Category 1 up to three (3) contractors will be ranked, in all other Categories up to two (2) contractors will be ranked.

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Category 1: IBM Host Systems Support

First Ranked Vendor: \$325,000
Second Ranked Vendor: \$100,000
Third Ranked Vendor: \$80,000

Category 2: Windows Servers Systems Support

First Ranked Vendor: \$1,000,000
Second Ranked Vendor: \$200,000

Category 3: Non- Windows Servers Systems Support

First Ranked Vendor: \$500,000
Second Ranked Vendor: \$100,000

Category 4: Data Center Consulting

First Ranked Vendor: \$350,000
Second Ranked Vendor: \$70,000

Category 5: Security Consulting

First Ranked Vendor: \$1,000,000
Second Ranked Vendor: \$200,000

Category 6: IT Management Consulting

First Ranked Vendor: \$600,000
Second Ranked Vendor: \$120,000

Category 7: IT Procurement and Grant Services

First Ranked Vendor: \$200,000
Second Ranked Vendor: \$40,000

Category 8: OS390 and Z/OS Mainframe Application Analysis, Design, and Programming

First Ranked Vendor: \$3,000,000
Second Ranked Vendor: \$600,000

Category 9: Distributed Application Analysis, Design, and Programming

First Ranked Vendor: \$5,000,000
Second Ranked Vendor: \$1,000,000

Category 10 Document Management, Image Management, & Content Management

First Ranked Vendor: \$400,000
Second Ranked Vendor: \$80,000

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Category 11: Geographic and Spatial Information Systems

First Ranked Vendor: \$600,000
Second Ranked Vendor: \$120,000

Category 12: Project Management

First Ranked Vendor: \$200,000
Second Ranked Vendor: \$40,000

Category 13: Quality Assurance

First Ranked Vendor : \$100,000
Second Ranked Vendor: \$20,000

These not to exceed annual contract amounts are estimates. In many cases the amounts could be substantially less. No minimum contract amounts are implied nor guaranteed.

The state reserves the right to amend any resultant contract within the allowances of 2 AAC 12.485 to increase or decrease the amount of funds allocated to each contract.

1.05 Location of Work

ETS anticipates that if a project requires that the Contractor perform work at an ETS facility, most of such work will be in Anchorage and/or Juneau. However, other State agencies requesting work have offices throughout Alaska. Work location(s) for these agencies will be determined in each Task Order.

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

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 set for receipt of proposals.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. 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

All questions must be in writing and directed to the issuing office, addressed to the Procurement Officer. Telephone conversations must be confirmed in writing by the interested party.

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

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

Offerors may only submit one proposal for evaluation. However, this proposal may be for multiple Categories. Award(s) may be given for one or more of the Categories offered in that proposal. See **Section 6** for proposal format information.

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

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 their 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,

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- 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 suspended or debarred Offeror shall be rejected.

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

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

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

1.14 Subcontractors

Subcontractors may be used to qualify as a responsive Offeror in a given service within a Category, and to perform work under this contract. However, subcontractors may not be used *exclusively* to qualify for a Category. That is, Offerors or their joint venture partners must have demonstrable expertise within the scope of a given Category to qualify in that Category (see **Section 2.08** Prior Experience).

For example, for Category 1: IBM Host Systems Support, Offerors with significant corporate experience in mainframe applications programming may qualify for that Category and offer one or more of the services listed in, provided that they can demonstrate that they have access to expertise in the specific service being offered, either via staff or subcontractors. However, at least one of the Offeror's three engagements required by **Sections 2.08** and **6.02.02** must have been performed solely by the Offeror or the joint venture partner's firm – without the use of a subcontractor(s).

If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names and addresses of the subcontractors and provide appropriate resumes in the same manner as they would for an employee (see Section 6.02.02) If a proposal with subcontractors is made, the Offeror must provide a written statement with the proposal, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services being offered under the terms of

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the proposal for a period of at least one year. Subcontractors submitted as part of the Offeror's proposals may not be substituted after the initial contract award without the approval of the Task Order Manager. Additional Subcontractors (companies and individuals), after the initial contract award, must be approved by the Task Order Manager prior to those resources or firms being allocated work under the contract.

1.15 Joint Ventures

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

1.16 Offeror's Certification

By signature on their proposal, Offerors certify that they comply with:

- [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, and
- [g] that their offers will remain open and valid for at least 90 days.
- [h] that programs, services, and activities provided to the general public under the resulting contract are in conformance 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

Each proposal shall include a statement indicating whether or not the Offeror or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Administration, reserves the

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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

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

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

1.20 News Releases

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

1.21 Assignment

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

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws 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

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

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

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1.25 Definitions

When used in this RFP, the following terms have these meanings:

Category – A general class of professional IT services defined for this RFP. The Categories are the classes of service for which Offerors will submit proposals and contract awards will be made (Section 5.02).

Offeror – A business entity submitting a proposal in response to this RFP.

Project Director or State Project Director - The state official who is responsible for the general conduct of this RFP and for overall subsequent contract administration.

Procurement Officer – The state official who is responsible to ensure that procurements under the RFP (including the RFP itself) are conducted in accordance with State law, regulation, policy and procedure.

Project Manager - A state employee or contractor who has been charged with the responsibilities for managing the delivery of one or more Task Orders. Agencies may contract Project Management but must still name a State Project Manager who is a state employee responsible for ultimate acceptance of deliverables.

State Project Manager - The state official named on each individual Task Order who is responsible for oversight of that particular project, including review of deliverables, monitoring project progress, etc.

Task Order - Units of work or projects and associated deliverables for IT services within the scope of the professional services contracts created as a result of this RFP, made by a State or public agency, for a defined scope of work and set of deliverables.

Task Order Manager - The state official who monitors and administers the Task Orders, oversees the Task Order processes, and provides first level mediation and decision for performance disputes and issues.

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A pre-proposal conference will be held on Wednesday, January 17, 2007, at 9:00 a.m. in the large conference room on the 2nd floor of the Atwood Building, 550 W 7th Avenue, Anchorage, Alaska. Telephone bridge number – (907) 465-1100.

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. Any material changes to the RFP will be provided to prospective offerors as soon as possible after the meeting in the form of an RFP amendment.

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

The State may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the State reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the Procurement Officer at the State's expense.

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be considered nonresponsive.

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

The State may conduct discussions with Offerors for the purpose of clarification 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 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 Proposal Evaluation Committee (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 immediately previous proposal is considered the Offeror's best and final proposal.

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

2.08 Prior Experience

In order for the proposal to be considered responsive (for the Category in which they are proposing), Offerors must have had at least three (3) prior engagements for services provided within the scope and intent of the Category within the last four (4) years. At least one of the three engagements listed must have been performed solely by the Offeror or the joint venture partner's firm – without the use of a subcontractor(s). An Offeror's failure to meet these minimum prior experience requirements will cause the proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **Section 7** of this RFP.

2.10 Vendor Tax ID

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

2.11 F.O.B. Point

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

2.12 Alaska Business License & Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted

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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 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 SIC 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, or
- mining licenses issued by Alaska Department of Revenue.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The 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

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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

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 an affidavit 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

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 40% of the overall total score. The weighting of cost may be different in this particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List the raw proposal prices and identify those eligible for preference.

Offeror #1	-	Non-Alaskan Offeror	\$40,000
Offeror #2	-	Alaskan Offeror	\$45,000
Offeror #3	-	Alaskan Offeror	\$50,000

[STEP 2]

Calculate the amount of the 5 Percent Alaskan Bidder Preference by multiplying the Alaskan proposals by .05 and deducting that amount from the price(s).

Offeror #2	-	$\$45,000 \times .05 = \$2,250$	$\$45,000 - \$2,250 = \$42,750$
Offeror #3	-	$\$50,000 \times .05 = \$2,500$	$\$50,000 - \$2,500 = \$47,500$

[STEP 3]

List all proposal prices, adjusted where appropriate, by the application of the Alaskan Bidder Preference.

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

[STEP 4]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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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

2 AAC 12.315

After final evaluation, the Procurement Officer may negotiate with the highest ranked Offeror(s). Negotiations, if conducted, will be held in Juneau, Alaska. Negotiations 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 an 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.

The Offeror will be responsible for their travel and per diem expenses.

2.18 Failure to Negotiate

If the selected Offeror

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

the State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

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

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

2.20 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.

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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
- (e) the form of relief requested.

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

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

All Offerors will be notified of any protests. 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

Non-mandatory, as needed firm fixed price contracts will be awarded, with price adjustment per **Section 3.15** Hourly Rate Adjustments.

State agencies will use the contracts resulting from this RFP via Task Orders. Task Orders are units of work or projects and associated deliverables defined by negotiated agreements between the agency and the contractor. The Task Orders may be of any length, up to the duration of the contract.

Two (2) types of Task Orders may be issued:

- Fixed price Task Orders.
- Variable cost Task Orders (T&M), with not-to-exceed, maximum dollar amount limits.

Travel costs **will not** be allowed for work performed in Juneau or Anchorage. Travel costs for other locations will be calculated from the closest departure point, either Juneau or Anchorage. Reimbursement will be made to the contractor in accordance with the Alaska Administrative Manual (AAM). Travel costs for work performed outside Juneau and Anchorage must be specifically identified in the Task Order.

These contracts are non-mandatory. The State reserves the right to award Information Technology Professional Services work to other contractors; however the State may consider using these contracts before deciding to solicit for projects separately.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be made in writing and received by the Procurement Officer at least ten days before the proposal opening in accordance with Section 1.07 Required Review.

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance Requirements

The successful Offeror must provide proof of workers' compensation insurance prior to contract approval.

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

Offerors must review form Appendix B1 (attached) for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be made in writing and received by the Procurement Officer at least ten days before the proposal opening in accordance with Section 1.07 Required Review.

3.07 Contract Funding

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation. Payment is subject to funds that will be identified on a Task Order basis.

3.08 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule agreed to by the State and the Contractor at the time each Task Order is issued. Each billing must consist of an invoice and progress report. No payment will be made until the deliverables, progress report and invoice have been approved by the Task Order Manager and the State's Project Manager.

However, up to 15% of all payments to Contractors may be withheld subject to agency acceptance of deliverable items. Agencies may choose to withhold for the duration of the Task Order, or for intermediate deliverables, as negotiated during the definition of the Task Order. Holdbacks are not mandatory and are strictly negotiable for each Task Order.

3.09 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Administration, the Commissioner's designee or the Procurement Officer.

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

3.10 Informal Debriefing

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

3.11 Contract Personnel

Contractor staff (including joint venture partners and subcontractors) must meet all agency security requirements and/or pass background checks required by the Task Order. The State's Project Director must approve any change of the project team members named in the proposal, in advance and in writing. This includes any changes with subcontractors or joint venture partners. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the Task Orders. All work is subject to inspection, evaluation, and approval by the Project Manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the Project Manager determine that corrections or modifications are necessary in order to accomplish Task Order's intent, the Project Manager may direct the contractor to make such changes. 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. In addition, a contractor's eligibility to receive future Task Orders may be revoked.

ETS may choose to invoke, at time of Task Order, a waiting period before payment is approved while the deliverables are tested by the Agency. This period is to be determined by the Agency, ETS and the Offeror. If at the end of the period, the product(s) are acceptable and have no discernable defects, then the agency will pay the contractor. However, if during the period any defects are found or the product is deemed insufficient, the contractor will be required to ameliorate the product(s) without further compensation.

3.13 Termination for Default

If the Project Director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. Some potential conditions under which termination for default may occur are discussed in Sections 5.04.04 and 5.04.05.

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

3.14 Annual Review and Renewal

The contracts resulting from this RFP will be reviewed annually from the time of contract award, for purposes of renewal and for minor modifications as negotiated and agreed upon that are within the scope of this RFP.

3.15 Hourly Rate Adjustments

Adjustments to proposed hourly rates will be allowed at each annual renewal if requested by the Contractor at least 60 days prior to the renewal date. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June 2006) and each January through June six month average thereafter.

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 State reserves the right to amend the maximum contract amount of any resulting contract depending on the amount of usage of the contract(s).

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.

3.17 Contract Invalidation

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

SECTION FOUR

BACKGROUND INFORMATION

4.01 Background Information

The Enterprise Technology Services (ETS) operates the State's shared enterprise-scale data processing platforms and various infrastructure applications, such as email. Other State agencies are responsible for their internal line-of-business application systems. Most agencies retain their own data processing personnel, and many have small-to-medium-scale IT platforms managed internally. Although ETS and most agencies have sufficient staff to maintain core operations, there are times when temporary additional assistance is needed. As computing continues to evolve in the statewide effort to reduce costs and improve services, many agencies have come to rely on and have a growing demand for contractual IT services for technical support and/or specialized expertise to maintain and develop their computing environment and systems

Executive branch state agency IT-related procurements are subject to a variety of requirements (AS 36.30), administrative code (2 AAC 12, 15 AAC 112), as well as policies and procedures established by the Chief Procurement Officer. The previous list is not comprehensive and additional regulations, procedures and policies are in place for specific agencies. These laws and processes are in place to ensure that the public interest is protected. However, they are complex and often lead to long, expensive and very staff-intensive efforts to complete procurements for needed services. The goal of this procurement is to provide a flexible vehicle to assist state agencies, including ETS, by allowing them to acquire IT services in a variety of technology areas on an as-needed basis without a lengthy procurement process.

Services provided under this RFP will be in accordance with the State's current IT Standards for hardware and software, which are determined by the Technology Management Council (TMC). (In some rare cases, State Agencies may seek and receive a waiver from the Standards, in which case the contractor will be notified that there is an approved waiver before work on a task order begins. Waivers are approved on a case by case basis.) The current IT standards as determined by the TMC are posted on ETS' web page at

<http://www.state.ak.us/local/akpages/ADMIN/info/plan/standardsfinal.doc>

SECTION FIVE

SCOPE OF WORK

5.01 Task Orders

Work orders issued under contracts resulting from this RFP will be called "Task Orders." Task Orders (TO's) have many characteristics of a typical State information technology projects. They may be very limited in scope and duration, or they may be broad and long-lasting. They are anticipated to vary in size from \$5,000 to \$500,000, from a few days to many months in duration, and may include a variety of technology and management services. The state reserves the right to procure these same professional services in accordance with the state's procurement laws, regulations, and policies independent of the professional services contracts created as a result of this RFP. Task Orders for up to (and in rare cases, over) \$500,000 may be issued under the agreements resulting from this RFP. However, task orders exceeding \$500,000 must be approved in advance by the state's Chief Procurement Officer.

The specific scope and deliverables, as well as some of the specific terms of each, are subject to negotiation at the time of their assignment to a contractor. Once a task order is approved and underway, changes in scope, deliverables, and completion date may, in some cases be further modified with mutual consent and the documented approval of the Task Order Manager as long as the approved dollar amount is not exceeded and the changes are generally consistent with the original intent of the Task Order. However, the Agency or Task Order Manager are not required to approve changes in scope, deliverables and end date unilaterally proposed by the contractor.

Offerors will be evaluated to determine if they are qualified to do business in a **Category**, and then ranked for purposes of award. The ranking will be based on the evaluation criteria in this RFP. In Category 1 up to three (3) contractors will be ranked, in all other Categories up to two (2) contractors will be ranked.

After contract award, individual staff will be proposed by the Offeror in response to a given TO on an as-needed basis at the time the TO is assigned for quote. The Offeror must present a detailed resume(s) with references as evidence that the proposed staff is qualified to do the work. The TO Manager and/or the State Project Manager will determine if these staff are qualified. Either the Agency or the Task Order Manager may refuse to accept proposed staff and may, at their discretion, request the Offeror propose alternative staff for the TO.

Qualified full or part-time employees of the Offeror or its partners may be proposed or added to the list of approved human resources database at any time, subject to approval of the TO Manager and the State Project Manager for that TO. The Offeror's employees may be offered for service at any time, including the time of TO creation or during the TO execution, subject to approval of the TO Manager and Agency Project Manager.

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The Offeror may propose to augment their staff with subcontractors for the execution of a TO as long as the subcontractors were proposed and approved prior to task order assignment, or in rare cases during or subsequent to the task order negotiation phase. TO's must be performed with majority active participation by the Offeror's or partner's employees that are qualified in the service for which the TO has been assigned. Any new subcontractors will be approved at the sole discretion of the state and subcontractors will be required to provide of a valid Alaska Business License and proof of insurance in accordance with Appendix B¹ to the Task Order Manager before the award of a TO

Majority active participation may be measured by cost or hours spent working on the project. Significant active participation may include (but is not limited to) direct project management and/or direct contribution to the technical work required. The intent of this provision is to ensure that the Offeror maintains primary responsibility and oversight of the work to be performed, is directly involved in delivering a quality product, and that the Offeror itself provides the expertise upon which the proposal was evaluated and contract awards were based, and is not simply acting as a human resources locator ("head hunter" or "body shop").

Task Order Categories are defined in **Section 5.02** below. Categories define the scope of one or more services to be performed within the broader definition of the Category. Offerors may offer any number of Categories for which they have qualifying experience and qualified employees or sub-contractors available.

"Technologies and Services of Interest" have been listed for some of the Categories. When such a list has been provided, Offerors must restrict their proposals to the Technologies and Services of Interest listed for that Category. Offerors need not be able to provide services in all of the services listed under a given Category to respond to the Category, but must offer at least one of the services. Contractors may not perform services in technologies and services of interest other than those that have been approved by the State in the Task Order(s).

5.01.01 Procedure for Task Order Creation and Assignment

The Agency creates a draft task order by completing the appropriate sections of the Task Order Submission Form and submitting it to the Task Order Manager. The Task Order Manager will review specifications in the draft Task Order to ensure that they include the basic information necessary for the Contractor to provide a realistic estimate of costs and staffing requirements for the Task Order, such as required type(s) of services, expected deliverables, location of work, and anticipated time period of performance.

The Draft Task Order is then assigned to a contractor (called the Offeror) which will return a quoted task order. Nothing precludes the contractor from reducing their hourly rate fees, or the state from negotiating lower hourly rate fees. Contractors are selected according to the order of their ranking from the proposal evaluation, highest ranked eligible contractor first and then the second ranked contractor, etc.

If the first ranked contractor is not ready to perform the services, or if the expertise and resources are not available to complete the work, the Task Order will be assigned to the next ranked contractor, etc. Under some circumstances, the agency may request that a task order be assigned to other than the first

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ranked contractor due to unique technical qualifications of the lower ranked contractor (See Section 5.01.02 Assignment Exceptions).

An Offeror must have received award for the Category which encompasses the primary portion of the work performed under a given TO in order to be prime for that TO. However, if a particular TO requires services from more than one Category, the Offeror may augment its staff with internal employees or subcontractors (previously qualified under the conditions stated above) qualified to do the work, even though the Offeror did not receive award for that Category. However, the extra-Category work must be a minority portion of the work to be performed for the TO. Additionally, an Offeror may request services and augmentation from other Offerors who are available and have been awarded by the state within other TO Categories at any time and is encouraged to do so if necessary. Alternatively, the project may be broken down into multiple Task Orders at the discretion of the Task Order Manager or State Project Manager.

When a Draft Task order is assigned to a contractor for quote it enters the negotiation phase. During the Task Order negotiation phase, the contractor and agency may work together to further define the services and scope requirements of the draft task order, or negotiate lower hourly rate fees. Once the scope and services are defined with sufficient specificity, but not later than ten (10) working days after assignment of the Task Order, the Offeror will return the Task Order form to the Task Order Manager specifying the names of qualified personnel, including any agreed to subcontractors, who will perform the services, resumes for any individuals who have not previously performed services under the contract, and a fixed price or not-to-exceed maximum, including travel costs if required for work performed outside Juneau and Anchorage, for performing the services. The price for services must not exceed the proposed hourly rates, as may be adjusted based on the CPI.

The Task Order Manager and agency staff will review the Task Order estimates, descriptions and personnel and may request revisions or additional explanation prior to providing approval to proceed. During this review, the Offeror may be requested to submit additional resumes for review and selection. The Task Order Manager will review proposed personnel to determine if the individuals proposed by the Offeror to perform work under a Task Order have the appropriate skills to match the specific work to be performed and have a proven ability to deliver, and may reject candidates with verbal notification. Upon written request, Offerors may receive a written explanation of the reasons for rejecting proposed personnel.

If during this process, the State determines that: (1) the Offeror cannot complete a Task Order in the time required by the State, (2) the costs of the Task Order are not agreeable to the agency, (3) payment terms are not acceptable to the State or the Offeror, and/or (4) personnel proposed in the original response to the RFP are not available and the State determines that the personnel proposed for the Task Order do not have the expertise required, the State may, in its discretion, assign the Task Order to the next ranked Offeror.

If the quoted Task Order is acceptable to the State, the Offeror will be notified of approval of the Task Order and shall provide services as approved in the Task Order. Work will not commence until the Offeror receives an approved Task Order. Any work performed in advance of Task Order approval is at

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the Offeror's risk. The Procurement Officer will not approve any Task Order under which work is known to have started prior to approval.

Offeror's personnel will ordinarily perform services with minimum interaction with the Task Order Manager. Such interaction will normally be limited to ensuring that deliverables meet the requirements and time frames of Task Orders, and to coordinating the Offeror's access to needed State resources and information. Offerors are expected to provide their own work space, supplies, equipment, and clerical support unless arranged otherwise at the time of the Task Order's creation. Depending upon the nature of a particular Task Order, the State may supply access to state resources (including machine time, disk storage, printer facilities) and temporary on-site work space and/or access to facilities required for performing assigned tasks.

The Offeror shall provide to the Task Order Manager status reports for each active Task Order. The intervals and form for status reports will be determined by the Task Order Manager at the time a Task Order is negotiated and occasionally may be requested ad-hoc. Each Task Order status report shall consist of a brief description of the project, progress, any problems, concerns or other issues that need to be addressed, expected activities during the next reporting period, and any other information deemed appropriate and relevant by the Offeror or requested by the Task Order Manager.

Training services may be performed by the successful Offeror or their subcontractors under any contract resulting from this RFP, provided that the personnel proposed to perform the work are qualified to teach the relevant service and have proven training experience.

5.01.02 Assignment Exceptions

Under some circumstances, the agency may request that a task order be assigned to other than the first ranked contractor. This is called a Request for Assignment Exception. Conditions that may constitute justification for an Assignment Exceptions are limited to:

(1) Unique Technical Qualifications

In some cases IT work uniquely requires certain mandatory specific qualifications, such as certain Formal Certifications or Formal unique training associated with a proprietary product. However, the fact that a particular contractor wrote the original software does not automatically qualify a TO for consideration under this paragraph.

An administrative process will be provided by the TO Manager to handle these exceptions and the requesting agency will be required to justify, in writing and to the satisfaction of the Task Order Manager, why the highest ranked contractor cannot reasonably meet the agency's needs.

If the agency's request is approved by the Task Order Manager, the higher ranked contractor will be allowed a minimum of 5 working days to determine if the unique technical qualifications can be reached in their organization or via a subcontractor, and if so, they will be permitted to quote the Task Order. Determination will be made by the Task Order Manager. Once assigned, the task order will be subject to all ordinary requirements and processes such as the Informal Dispute Resolution process.

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Project Continuity - in some cases an Agency may believe it is essential that work be performed by a lower ranked contractor due to continuity reasons. However, no assignment exception will be granted under this condition and the Agency will be required to procure the services in accordance with the state's procurement laws, regulations, and policies.

5.01.03 Mini-Proposal

For any that draft task order is expected to exceed \$50,000 the agency may request that the Task Order Manager offer the task order as a Mini-Proposal to all qualified contractors in the Category. Guidelines for the administrative process for this method will be provided by the Task Order Manager, and although the format and certain processes will be simplified, the process will qualitatively reflect an ordinary RFP in formal definition of the scope, evaluation criteria and proposal evaluation process and will be conducted by the agency with the oversight of the Agency Procurement Officer, who will recommend the results of the evaluation to the ETS Contracting Officer. The Agency Procurement Officer must possess DGS Level III certification. Only the specific bidder preferences possessed by the contractor at the time of initial contract award will be considered during the evaluation of offers under this TO mini-proposal process, provided the contractor still qualifies for such preferences.

5.02 Categories

The State is interested in obtaining ready access to qualified expertise in the professional services Categories listed below. Specific products, technologies and services of interest to the State have been identified within Categories as applicable. In Category 1 up to three (3) contractors will be ranked, in all other Categories up to two (2) contractors will be ranked.

As the products, technologies or related services of a Category are expanded and modified through the normal process of ever new and expanding offerings, the need may be created for contractors to add their ability to respond to these new but closely related products, technologies or services of interest within the scope and intent of a Category. All contractors within that Category will be given the opportunity to provide resumes for the newer technology/service. Additionally, contractors may at any time after award augment their ability to respond to the original technology and services of interest. However, a Contractor's ranking within the Category will not be changed as a result of either of these processes.

A description of each Category is included below, as well as a list of technologies and services of interest to the State within each Category. Offerors may include an offering for one or more Categories in their proposals. For each Category proposed, Offerors MUST offer at least one of the technologies and services of interest specified in that list to be considered responsive in that Category. Offerors are not required to offer all services listed in a Category.

Some of the Category descriptions include minimum 'Additional Offeror Qualifications' and/or 'Additional Staff Qualifications'. Evidence of compliance with these sections must be submitted with the proposal (see Sections 6.02.02 and 6.02.03).

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Category 1: IBM Host Systems Support

Services shall include configuration design, installation, maintenance, modification, monitoring and/or evaluation of operating systems and secondary support software for the State's IBM host computers and associated utility software. Contractors will provide consulting in license evaluation, software selection, configuration, installation for, software interaction issues, and/or assessments of the State's IBM mainframe environment.

Technologies and Services of Interest:

- *IBM Operating System and components
- *CICS Systems Support
- Adabas, Natural, Broker and associated Software AG products
- *CA Product Support
- *ASG Product Support

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: *All staff (except for the staff proposed for Adabas, Natural, Broker and associated Software AG products) must demonstrate proficiency in IBM Assembler language programming and use of SMP.

Category 2: Windows Servers Systems Support

Services shall include configuration design, installation, maintenance, modification, and evaluation and administration of operating systems and application server software for the technologies listed below for the State's Mid-Range server computers, associated utility software and application server software. Primary responsibilities are to perform pre-installation planning activities, install, monitor, and perform problem determination and resolution, system level management and software maintenance. Experience with other LAN operating systems is desirable and experience with multiple protocols, topologies and architectures is preferred.

Technologies and Services of Interest:

- Microsoft Windows Server OS
- AD – Active Directory
- Exchange
- IIS – Internet Information Server
- ISA – Internet Security Appliance
- MIIS – Microsoft Identity Integration Server
- Database Administration
- ADFS – Active Directory Federation Services
- ADAM – Active Directory Application Mode
- WSUS – Windows Software Update Services
- BizTalk Server
- DNS
- Domain Migration and Configuration (MS Active Directory)

Information Technology Professional Services

- File and print services
- Network Security design and implementation
- Mid-Tier Network Capacity Planning
- LANDesk
- Storage Management
- Microsoft SharePoint

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: Not applicable.

Category 3: Non- Windows Servers Systems Support

Services shall include configuration design, installation, maintenance, modification, and evaluation and administration of operating systems and application server software for the technologies listed below for the State's Mid-Range server computers, associated utility software and application server software. Primary responsibilities are to perform pre-installation planning activities, install, monitor, and perform problem determination and resolution, system level management and software maintenance. Experience with other LAN operating systems is desirable and experience with multiple protocols, topologies and architectures is preferred. These server OS's include, but are not limited to, Solaris, Unix, Linux, and Netware.

Technologies and Services of Interest:

- Solaris
- Linux
- Netware
- UNIX
- Apache Web Server
- UNIX Web Servers
- SUN Microsystems (iPlanet Messaging, Directory, Web Servers)
- IBM Websphere
- Database Administration
- Cold Fusion
- DNS
- Domain Migration and Configuration (MS Active Directory)
- File and print services
- Network Security design and implementation
- Mid-Tier Network Capacity Planning
- UNIX Shell Programming
- Storage Management
- Microsoft SharePoint

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: Not applicable.

Information Technology Professional Services

Category 4: Data Center Consulting

Provide consulting services related to data center assessments, capacity and acquisition planning, performance tuning, data center production efficiency, disaster recovery planning, physical data center security, benchmarking, and software licensing/product review.

Technologies and Services of Interest:

- Capacity Planning
- Facilities Planning
- Site Assessment
- Disaster Recovery & Business Continuity Resumption

Additional Offeror Qualifications: Experience with enterprise facilities comparable to the State of Alaska's Juneau Data center (Tier 4 as defined by the Uptime Institute).

Additional Staff Qualifications: Not applicable.

Category 5: Security Consulting

Provide consulting services related to telecommunications, network, encryption, servers, applications, and system security. Security related tasks such as assessment, design, perform site assessments, probes and audits, provide hands-on technology assistance with network and system security.

Technologies and Services of Interest:

- Network
- System
- Application

Additional Offeror Qualifications: At least one person with a Cisco Certified Internetworking Expert (CCIE) within the network, or security or voice principals. Must clearly understand how the National Institute of Standards and Technology are applied to government and be versed in the practical application of ISO 17799 security standards. Understanding of Cisco Security Solutions preferred.

Additional Staff Qualifications: Practical experience in the application of solutions that meet or exceed Federal and industry requirement.

Individuals must demonstrate systems administration skills such as Microsoft OS, Sun Solaris, and/or LINUX, Cisco IOS, multiple enterprise class firewall technologies, security event logging, security event correlation, heuristic based security solutions, proxy and wireless security services, or other specialized security solutions.

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Category 6: IT Management Consulting

Offerer will provide guidance for senior managers in strategic analysis, process management, and financial planning.

Technologies and Services of Interest:

- ITIL framework and methodology
- IT Strategic Planning (review of the organizations environment, setting strategic goals and their related objectives and defining an operational, management or annual plan)
- IT Financial Management (based cost management, asset management, benchmarking, capital budgeting, chargeback, contract management, cost accounting, cost allocation, expense management and financial planning & reporting)

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: Not applicable.

Category 7: IT Procurement and Grant Services

Contractors will provide services to assist state agencies in defining, identifying, procuring, analyzing, selecting and negotiating, creating, and managing contracts for IT services, software and hardware. [Note: under this Category contractors will not be allowed to serve as the procurement authority and actually conduct procurements on behalf of the state.]

Technologies and Services of Interest:

- Grant writing
- Scope definition
- Technology RFP development
- Business application procurement
- Industry and products research
- Contract negotiation assistance
- Contract administration assistance
- Contract development

Additional Offeror Qualifications: Offerors must demonstrate experience providing this type of procurement assistance from the government side of the process in excess of the State's limit on small procurements (\$50,000). Familiarity with Alaska's Procurement Code, regulations, and policies is preferred.

Additional Staff Qualifications: Not applicable.

Category 8: OS390 and Z/OS Mainframe Application Analysis, Design, and Programming

Analysis and programming for mainframe applications programming covers the majority of language constructs currently in use at the State of Alaska. Services include requirements analysis, detailed specifications, programming, deployment, and maintenance of computer applications. Application development includes the complete life cycle involved in producing a computer application.

Technologies and Services of Interest:

- Software AG Products and associated tools and features
- ADABAS Performance Analysis System (APAS)
- IBM's CICS Transaction Server & associated tools and features
- IBM's C & C++
- IBM's COBOL for z/OS
- IBM's DB2 Universal Database for z/OS & associated tools and features
- IBM's Debug tool
- IBM's Fault Analyzer
- IBM's High Level Assembler & Toolkit feature
- IBM's ISPF Productivity Tool
- IBM's Migration Utility for z/OS
- IBM's Tivoli and associated tools and features
- IBM's Websphere Application Server & associated products
- IBM's z/OS & associated products
- IBM's z/OS communication server
- IBM's z/VM & associated products
- SAS

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: Not applicable.

Category 9: Distributed Application Analysis, Design, and Programming

Analysis and programming for distributed systems application development for the State of Alaska. Services include requirements analysis, detailed specifications, programming, deployment, and maintenance of computer applications. Application development includes the complete life cycle involved in producing a computer application.

Technologies and Services of Interest:

- Requirements analysis and detailed specifications
- Data modeling
- Logical and physical database design
- Data warehouse analysis
- Web application programming
- Web application user interface programming (thin or thick clients with dynamic HTML and interaction with server side code and data)

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- Client-server application analysis and programming
- Object oriented language analysis and programming
- SQL programming (SQL Server or Oracle)
- LDAP interfaces
- XML(SOAP, XSLT, SAML, DOM) expertise
- Documentation

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: Not applicable.

Category 10 Document Management, Image Management, & Content Management

Provide consulting support for the full spectrum of services for document, records, imaging, and content management solutions. This may include, but is not limited to, requirements definition, architecture determination, product evaluation, systems and workflow analysis, detail design, installation, configuration, applications implementation, programming, training, and ongoing operational support for maintenance, capacity planning, administration, and troubleshooting.

Technologies and Services of Interest:

- Stellent products
- Document and Data capture services
- Imaging Management
- Content management
- Records Management
- Kofax Ascent Capture

Additional Offeror Qualifications: Offerors may add Kofax to their list of services provided they can demonstrate substantial prior experience in this area. Substantial experience means at least 1 mid-sized content management project of duration greater than three (3) months that for which the Firm had Kofax implementation responsibility within the last two (2) years.

Additional Staff Qualifications: Not applicable.

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Category 11: Geographic and Spatial Information Systems

Services in this category generally fall into two areas:

Services related to data genesis, manipulation, and hardcopy representation and services related to Systems, Database, Application design and development. These may include effectively handling a variety of data (topographic, hydrologic, geologic, environmental, population, land ownership, etc.) to meet needs specified by Task Order. Offerors must be able to interpret statistical geographical data on environmental resources in ways relevant to borough, municipal and regional planning.

Technologies and Services of Interest:

- Spatial data migration, transformation and integration
- Acquisition (data collection, aerial photography, satellite imaging)
- Map production
- Analytical spatial services
- Commercial product training
- Problem analysis & solution recommendation
- Systems, database, and application design & development
- Commercial product mentoring
- GIS database and application design & development
- ESRI
- Oracle Spatial

Additional Offeror Qualifications: Not applicable.

Additional Staff Qualifications: Not applicable.

Category 12: Project Management

Project Managers will provide management of integration, scope, time, cost, quality, human resources, communication and risks for IT related projects.

Technologies and Services of Interest:

- PMI

Additional Offeror Qualifications: Must show familiarity with IEEE 1058.1-1998.

Additional Staff Qualifications: Certified Project Managers with a level of certification comparable to the Project Management Institute PMP certification.

Category 13: Quality Assurance

This category includes QA planning, the writing of test plans, personnel to manually test systems, software to remotely test networks or exposed web sites, design and programming resources to write automated test scripts, or training in testing modalities. Types of quality assurance testing include functional, security, and performance testing

Technologies and Services of Interest:

- Creation of test scenarios
- Creation of processes
- Organizational planning
- System testing

Additional Offeror Qualifications:

Additional Staff Qualifications: Certified Software Test Engineer (CTSE) or other QA certification is desired.

5.03 Responsibilities of the Contractor

5.03.01 Internal Quality Assurance and Progress Monitoring

The Offeror shall establish and administer controls and quality assurance processes to insure that the quality of deliverables are acceptable to the State, provide routine status reports on a basis determined in the Task Order, or as requested by the Project Manager or Task Order Manager. The State considers these to be standard administrative activities for a professional services provider. The costs for these services should be included in the proposal pricing as part of the basic service rate. Extraordinary project management services may be negotiated at Task Order creation time on an hourly basis for certain types of projects.

5.03.02 Preparation of Deliverables

Specific deliverables will be identified on each Task Order and may consist of written reports, source code, application documentation, etc. The Contractor is responsible for all aspects of deliverable preparation. If a written report is required, the Contractor is responsible for writing, printing, and delivery of draft and final reports in the minimum number required by the Task Order. The Offeror must provide draft copies of each written deliverable to the Task Order Manager prior to publishing a final. The State will review the draft material as expeditiously as possible and return comments within 15 days. A final project deliverable shall not be published until the State approves a draft version as ready for final publication.

5.03.03 Task Order Issues

State law provides for a formal process to resolve Contractor claims under AS 36.30.620-630. However, to expedite resolution of issues and avoid a potentially long process, Contractors may choose to request review of perceived failure on the State's part to provide agreed upon resources, comply with contractual agreements made under a Task Order, or client's refusal to accept deliverables. Such requests for review must be made in writing within 30 days of perceived failure, to the State Task Order Manager.

Objections related to assignment of Task Orders may be made to the State Task Order Manager by Contractors ranked higher in the Category. Such objection must be received in writing within three (3) working days of notice of pending Task Order assignment.

If review and mediation by the Task Order Manager fails to reach an outcome acceptable to the parties, the Contractor may request further informal dispute resolution by the Project Manager. (**Section 5.04.04**). Such requests for review must be made in writing.

The Task Order Manager may recuse himself from the process and refer disputes to the Project Manager at any point in the resolution process as he deems it appropriate to do so.

5.04 Responsibilities of the State

5.04.01 Vendor Selection and Negotiation

Agencies issuing a Task Order request will work with the Task Order Manager to determine to which Contractor the Task Order will be assigned as described in **Section 5.01**. Under some circumstances the Agency will be directed to proceed with agency-level procurement in accordance with the state's procurement laws, regulations and policies.

5.04.02 Task Order Clarification and Facilitation

The Task Order Manager will ensure that both parties (Contractor and agency) are in agreement on Task Order scope, schedules, staffing and deliverables before work begins; that responsibilities of the Contractor and the State agency requesting the Task Order are clear, and that Task Order performance is measurable. The Task Order Manager will assure that primary Contractor and State roles and staff are identified (State Project Manager, contractual Project Manager (if any), Contractor primary contact, state employee responsible for sign-off and acceptance of deliverables, etc.).

The State Project Manager will be responsible for delivery of state resources and state personnel needed to fulfill Task Order requirements. The State Project Manager will receive all project deliverables and coordinate their review and final acceptance by the State.

The Task Order Manager will review Task Orders to ensure that they are on schedule and within cost. In the event that a Task Order is off track, or in the event that a complaint is received from either the State Project Manager or the Contractor that either party is failing to meet its contracted responsibilities, the Task Order Manager will act to facilitate the resumption of the Task Order, or

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cancel the Task Order if he deems such action necessary. Either Party may appeal the cancellation of a Task Order to the Project Director for review and final decision.

5.04.03 Monitoring

The Task Order Manager will monitor and maintain information regarding Contractor and agency performance on Task Orders. Performance will be measured by such things as adherence to schedule and budget, Contractor and agency responsiveness to communications, customer satisfaction with deliverables, Contractor reports on agency issues, and numbers and types of disputes.

The Task Order Manager will note changes in Contractor staff, subcontractor or partnership agreements, licensing, corporate financial stability, or other matters relevant to the Contractor's capability to fulfill its obligations for the Category(s) for which it has been awarded. If such changes substantially reduce the Contractor's ability to qualify for the Category for which they have received award under this RFP, the Contract may be terminated in whole or in part. This decision will in no way affect the Contractor's right to respond to other state procurements.

5.04.04 Informal Dispute Resolution

The Task Order Manager will serve as mediator for non-judicial complaints related to Task Orders, such as disputes related to assignment, performance, cost, delays, staffing, or definition and acceptance of deliverables on Task Orders (5.03.04). The Task Order Manager will attempt to mediate a mutually agreeable resolution. If mediation is unsuccessful, the Task Order may be cancelled or the decision may be appealed, in writing, to the Project Director. Subsequently the Project Director will provide a written decision to all concerned parties. After completion of this process, if the Contractor is not satisfied with the decision, the Contractor may submit a claim in accordance with AS 36.30.620-632.

5.04.05 Termination for Cause

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 on a Task Order for cause, or cancel the Contractor's contract for one or all Categories.

The Task Order Manager will initially make a determination that termination action may be warranted. The Task Order Manager will prepare written documentation to support this determination. Contractors subject to such action will be notified and provided with a copy of the documentation. Contractors will be granted 10 working days from receipt of the documentation to provide written statements describing their position on the issues. ETS' Contracting will review the documentation and the Task Order Manager's recommendation. Further clarification may be requested by ETS' Contracting Officer before a final decision is made. The Task Order Manager will notify all parties in writing of the decision. The Contracting Officer's decision is final.

There are various possible causes for Task Order cancellation for cause, removal from the list of qualified Contractors in a Category, or removal from eligibility to receive Task Orders in all Categories. The following is a list intended to provide some of the possible causes, but is not

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exhaustive and the State reserves the right to remove Contractors for cause for other issues it deems sufficient:

- refusal to complete the work for which the Contractor has signed a Task Order
- failure to perform work with such diligence as to ensure its timely and accurate completion demonstrating a pattern of Contractor behavior
- substitution of key Task Order staff without written permission of the Task Order Manager
- substitution of key Task Order staff on multiple or large Task Orders demonstrating a pattern of Contractor behavior
- substitution of staff or subcontractors used to qualify for a Category or Service without written permission of the Task Order Manager
- failure to maintain company qualifications, qualified staff or subcontractor/joint venture agreements
- bankruptcy filings, pending legal action, or other verifiable evidence of financial distress
- loss of rights such as licenses required to provide the service
- repeated refusal to accept Task Orders within the Category and service for which the Contractor has received award
- consistent under-performance on multiple or large Task Orders
- consistent dispute or conflict with agencies or the Task Order Manager arising from multiple Task Orders or a single large Task Order
- lack of responsiveness to communications from the Task Order Manager or the State Project Manager with whom the Contractor has outstanding Task Orders in place
- egregious deliberate actions in violation of state policy
- deliberate breach of state security or information privacy policies
- misuse or abuse of state equipment, property, data or staff
- felonious criminal activity or malicious actions against the state

This clause does not restrict the State's termination rights under the contract provisions of Appendix A (attached) and in no way supersedes other legal remedies for contract breach. Additionally, removal from the list does not in itself preclude the Contractor from bidding or proposing other State work under separate procurements.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 General Directions

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, responsive Offerors will follow the format set out herein and provide all of the information requested.

Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the proposal may cause the proposal to be determined to be non-responsive and the proposal will be rejected.

So that the State can fairly and expeditiously evaluate all proposals, a uniform format has been established. The minimum required content for each section is described in subsequent paragraphs of this section.

The proposal shall be:

- Ten (10) copies submitted and labeled as specified in **Section 1.01**;
- One (1) copy of the information in **Sections 6.02.01, 6.02.02 and 6.02.03** in Microsoft Word 2003 compatible format on a MS Windows compatible CD, clearly labeled with Offeror's company name. Include this in the package containing the technical proposal.

The Cost proposal shall be provided in a separate package and contain:

- One (1) copy of the Cost Proposal Form printed on paper and signed by the appropriate responsible corporate officer for each Category offered. Offerors must submit only one cost proposal per Category.

Proposal Documentation

Cover Letter: A cover letter on the Offeror's letterhead signed by the responsible official in the organization certifying the accuracy of all information in the proposal and certifying that the proposal complies with all provision of this RFP and will remain valid for at least 90 days from the date it is submitted. The letter should also include the Offeror's valid Alaska Business License Number and should identify the Categories for which the Offeror is proposing.

Subcontractor Agreements: If the Offeror is using subcontractors, provide information as required in **Section 1.14**.

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Joint Venture Information: If the Offeror is a joint venture, provide information as required in **Section 1.15**.

Conflict of Interest: Provide a statement indicating whether or not the Offeror or any individuals who may work on the contract have a possible conflict of interest. See **Section 1.17** of this RFP.

Alaska Business License: Evidence of a valid Alaska Business License per **Section 2.12**

Affidavit of Alaska Bidder Preference: If applicable, provide an affidavit of the firm's qualification for Alaska Vendor/Offeror preference as outlined in **Section 2.14** of this RFP.

6.02 Technical Proposal

6.02.01 Offeror's Understanding and Methodologies

At a minimum, the proposal shall, in the following order:

- A) Include the Offeror's primary business, years of operation, number of employees, ownership (public company, partnership, subsidiary, etc.), years providing IT consulting services specific to the Category, Categories being offered, description of service(s) provided, and the year(s) in which the service(s) was provided. Also provide this information for any proposed joint venture partners, or subcontractors, as applicable.
- B) Provide brief statements that demonstrate a thorough understanding of the intent of this RFP and resultant contract(s) and the objectives and scope of the proposed contract(s). Offerors must demonstrate an understanding of the issues involved and any constraints that may affect the performance of services under any resultant contract. Also, describe your understanding of key issues that may be unique in providing services to government agencies in the State of Alaska.
- C) Describe the proposed quality assurance and project management methodology generally used by the Offeror. Include management and administrative structures (organization) and procedures used by the Offeror. Also include a discussion of methods used to ensure communications are maintained, scope is controlled, and how performance and service delivery issues are resolved.
- D) Describe methodologies used in preparing cost estimates in response to Task Orders.

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6.02.02 Offeror's Qualification for the Category

For each Category proposed, provide the following information. Separate each Category being proposed into a discrete "chapter" in the proposal, beginning with a title page containing the Category number and name, and the Offeror's company name. Order the Categories proposed in sequence by number, lowest to highest.

Provide and describe three (AND ONLY 3) previous engagements relevant to the Category being proposed that the Offeror has performed within the last four (4) years (**see Section 2.08**). The resources that performed these engagements must have possessed journeyman and expert minimum qualifications as described in Section 6.03.01 Human Resources – Definitions and Minimum Qualifications.

These engagements must demonstrate the Offeror's capability to perform the services being offered; and the Offeror must explain why these engagements meet the scope and intent of the Category description. At least one of the three engagements provided must have been performed solely by the Offeror or the joint venture partner's firm – without the use of a subcontractor(s).

All engagements must also comply with any 'Additional Offeror Qualifications' noted below each Category. For example, under Category 4: Data Center Consulting, all three engagements must demonstrate 'experience with enterprise facilities comparable to the State of Alaska's Juneau Data center (Tier 4 as defined by the Uptime Institute).'

For each engagement described:

1. Identify the professional services Category (as defined in this RFP) and specific technologies or services provided to the customer within the scope of the engagement.
2. Identify for whom the work was performed (company name, address, and client contact).
3. Provide a brief description of work performed, explain why it meets the scope and intent of the Category; and list any subcontractors used.
4. State the work beginning date and the date completed.
5. Describe the outcome of the engagement (cost, schedule and deliverables acceptance).
6. Provide the name, title, and phone number or email address of no more than two (2) contacts for that engagement as references who may be contacted to verify the nature, complexity, and outcome of the work performed. Provide any necessary information to insure that the PEC members will be able to make contact with the references *.
7. Ensure the engagement complies with any 'Additional Offeror Qualifications' noted below each Category and the resources that performed these engagements possessed journeyman and expert minimum qualifications as described in Section 6.03.01 Human Resources – Definitions and Minimum Qualifications.

An Offeror's failure to meet these minimum requirements will cause the proposal to be considered non-responsive and their proposal will be rejected. Note: staff resumes are not required in this section.

*References for the Offeror will be checked to ensure that the claims made for past performance are validated, the experience minimums are met, and to verify the nature and quality of work performed.

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The PEC will evaluate the references provided for the qualifying engagements. No more than two (2) attempts will be made to contact each of the references provided. References that result in negative information, are contrary to the information provided in the proposals, or that cannot be contacted using the contact information provided will result in reduction in point scores.

6.02.03 Offeror's Qualification for the Service

In this section, Offerors are required to describe their "Technologies and Services of Interest" as listed in each Category. Offerors are not required to provide services in all of the "Technologies and Services of Interest" listed under a given Category. However, at least one of the services must be offered in order for the proposal to be considered responsive. Note: staff resumes are required in this section.

For each "Technology and Services of Interest" offered:

1. Provide a short description of at least one (1) significant project within the last three (3) years.
2. Submit resumes (including certifications if applicable) that confirm the individuals who worked on the project meet the journeyman and expert minimum qualifications as described in Section 6.03.01 Human Resources – Definitions and Minimum Qualifications. In addition, the resumes must demonstrate compliance with any 'Additional Staff Qualifications' noted below each Category.
3. Specifically identify any "Technology and Services of Interest" not offered by your Firm.

6.03 Cost Proposal Requirements

The Cost Proposal Form must be submitted for each Category. It must be sealed in an envelope or package separate from the Technical proposal and clearly marked as specified in **Section 1.01**.

Only one Cost Proposal Form may be submitted for each Category. The submittal of multiple Cost Proposal Forms for the same Category, or the failure to offer hourly rates for all three positions (Expert, Journeyman and Clerical) will cause the state to reject the proposal as non-responsive.

Hourly rates must include all expenses, including travel for work performed in Juneau and Anchorage. Travel costs for other locations will be calculated from the closest departure point, either Juneau or Anchorage. Reimbursement will be made to the contractor in accordance with the Alaska Administrative Manual (AAM). Travel costs for work performed outside Juneau and Anchorage must be specifically identified in the Task Order.

6.03.01 Human Resources – Definitions and Minimum Qualifications

Hourly rates must be provided for **Journeyman** and **Expert** level consulting staff.

Journeyman – Experience or training from more than 10 years ago will not be considered. Minimum qualifications to be considered a journeyman are:

- 24 months of consecutive concentrated experience with the specific product or technology within the last 3 years;
- or evidence of extensive training or relevant BS degrees obtained within the last 5 years or vendor certifications, (or internal corporate training from the product Vendor) plus at least 12

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months concentrated experience within in the last 3 years.

Expert – Experience or training from more than 10 years ago will not be considered. Minimum qualifications to be considered an expert are:

- 5 years of experience including 12 months of concentrated experience in the relevant technology within last 2 years.
- 3 years of experience and certification and including 12 months of experience in the relevant technology within last 2 years.
- For general mainframe systems programming support services (such as operating systems, VTAM, or CICS support), the preceding apply or a total of 10 years experience as a systems programmer, at least 5 of which must have occurred within the last 10 years.

Clerical – No minimum experience or qualifications. Clerical duties include, but are not limited to, data entry, writing, report editing, and general administrative duties.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

7.01 General Information

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

Each proposal that has been determined to be responsive shall be evaluated using the specified evaluation criteria outlined in this section of the RFP. A maximum of 1000 points may be awarded for each Category. Proposals will be ranked and placed in a Category pool based on the score obtained for the Category. In Category 1 up to three (3) contractors will be ranked, in all other Categories up to two (2) contractors will be ranked.

7.02 Technical Proposal Scoring

Proposals will be scored and evaluated according to the following criteria:

7.02.01 Offeror's Understanding and Methodologies (50 points)

- [A] **10 point:** the organization of the company, its background, management, staff and non-technical support team proposed
- [B] **20 points:** understanding of the purpose and scope of the services to be provided; identification of pertinent issues and potential problems related to delivering the services; understanding of key issues unique to State of Alaska agencies
- [C] **10 points:** proposed quality assurance and project management; method or process for controlling scope and resolving performance and service-delivery issues; clarity of the lines of authority and communication to be used during the conduct of Task Orders
- [D] **10 point:** proposed method of preparing cost estimates

7.02.02 Offeror's Qualifications for the Category (200 points)

200 points: The Offeror's qualifications and ability to meet the State's needs will be evaluated based on prior experience and references provided in the projects referenced in the Technical Proposal:

- [a] **100 points:** ability to complete projects on time and within budget
- [b] **100 points:** quality of work and customer satisfaction with work performed during engagements

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7.02.03 Offeror's Qualifications for the Service (250 points)

In this section, Offerors are required to describe their “Technologies and Services of Interest” as listed in each Category. Offerors are not required to provide services in all of the “Technologies and Services of Interest” listed in a given Category. However, at least one of the services must be offered in order for the proposal to be considered responsive. Note: staff resumes are required in this section.

The Offeror's description of their “Technologies and Services of Interest” as listed in each Category and staff resumes will be evaluated against the criteria set out below:

- [a] **200 points:** relevance and scope of experience in providing the services
- [b] **50 points:** recentness of the work and staff experience which exceeds the minimum requirements

7.03 Cost by Category (400 points)

The lowest cost proposal for each Category will receive the maximum number of points allocated to cost. Cost points will be awarded for each Category as described in **Section 2.15** of this RFP.

Before final ranking occurs, the cost amount used for evaluation may be affected by one or more of the preferences set out below. The cost proposal for each Category will be scored using the formula specified in **Section 2.15** of this RFP. The lowest cost proposal will receive the maximum number of points allocated to cost.

5% Alaska Bidder Preference—See Section 2.14

15% Employment Program Preference—See Section 2.13

10% Alaskans with Disabilities Preference—See Section 2.13

10% Employers of People with Disabilities Preference—See section 2.13

7.04 Alaska Offeror's Preference (10% - 100 Points)

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaska 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 List of Attachments

1. Standard Agreement Form
2. Appendix A
3. Appendix B1
4. Cost Proposal Form

STANDARD AGREEMENT FORM

Attachment 1

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
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9. Contractor	hereafter the Contractor
---------------	--------------------------

Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
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Mailing Address	Attention:
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12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director			
Typed or Printed Name of Project Director			
Title			

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

GENERAL PROVISIONS**Article 1. 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 a signing this contract.

Article 2. Inspection 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.
- 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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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 the 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. 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.

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. 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.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

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. Limitation of Liability

Excluding liability for personal injury, property damage and patent or trademark infringement of any claim applicable under Appendix B, Article 1, contractor's liability arising out of this contract and the state's sole and exclusive remedy for any damages arising out of the state's use of the product or services, shall be limited to the state's direct damages, (not including loss of, or damage to, information or data from any cause; or any indirect, incidental, special, punitive, or consequential damages) but in no event, shall exceed the greater of \$100,000 or the total amount paid to the contractor on the task order from which the liability directly arose. Contractor will not be liable for delays or failure in performance due to causes beyond its control or for damages caused by the state's failure to perform its responsibility.

Article 16. Special Task Order Terms and Conditions

The parties understand and acknowledge that there may be a need to address unique or unanticipated circumstances arising in connection with a particular task order that are within the scope of this contract, but not specifically addressed under this contract. Nothing in this contract shall be construed to preclude the contractor or state from proposing reasonable additional terms and conditions for a task order, consistent with this contract, to resolve any such issues. The parties further agree to negotiate expeditiously and in good faith to achieve resolution of these matters.

Article 17. Ownership of Intellectual Property

In no case shall the state, its departments, subsidiaries or assigns at any time hold any rights to title or ownership of any preexisting intellectual property and copyrighted materials; licensed software or licensed applications, tools documentation, technical expertise or know-how provided by contractor under this contract. All use of said licensed products shall be governed by the terms and conditions of the software license agreement in place between the parties. Contractor shall have the right to use its products, tools, know-how on other efforts without the prior approval of the department. Contractor shall obtain the approval of the department under this contract prior to using such materials for other endeavors, such work products are covered under Article 10 herein.

Article 18. Warranties and Disclaimer

The contractor warrants that the services will meet the contracting agency's requirements set out in the specifications. The contractor does not warrant that the system will meet the contracting agency's requirements not expressed in the specifications. Requirements not reasonably inferred from the specifications are specifically disclaimed by the contractor.

APPENDIX B¹
INDEMNITY AND INSURANCE

Attachment 3

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Cost Proposal Form – Attachment 4
Cost Proposal for Professional Services – 400 Points
 Complete only one form for each Category offered.
 (refer to RFP Sections 6.03 and 7.03 for instructions)

Company Name: _____

Address: _____

Category: _____
 (Service Category number and name as stated in RFP Section 5.02)

All estimates included in this section are provided for proposal evaluation purposes only, no minimum or maximum purchases are guaranteed. The ‘Hourly Rates’ offered below will apply to all Task Orders, regardless of the number of hours on a given task order.

Please provide your Firm’s hourly rates for the following positions. Hourly rates must include all expenses, including travel costs for Juneau and Anchorage.

Position	Hourly Rate	Estimates for Evaluation Purposes	Extended Cost For Evaluation Purposes
Expert	\$	X 260 hrs =	\$
Journeyman	\$	X 300 hrs =	\$
Clerical	\$	X 40 hrs =	\$
		Total Extended Cost	\$

Only one Cost Proposal Form may be submitted for each Category. The submittal of multiple Cost Proposal Forms for the same Category, or the failure to offer hourly rates for all three positions (Expert, Journeyman and Clerical) will cause the state to reject the proposal as non-responsive.

The lowest ‘Total Extended Cost’ will receive the maximum number of points allocated to cost (400 points). The point allocations for cost on the other proposals will be determined through the method set out below in Section 2.15, Formula Used to Convert Cost to Points.

I certify the hourly rates and other costs contained in this cost proposal have been arrived at independently without collusion, and that, unless otherwise required by law, the rates quoted have not been knowingly disclosed prior to award, directly or indirectly, to any other Offeror or to any other competitor.

Signed: _____ Date: _____

Printed name: _____ Title: _____