



**STATE OF ALASKA**  
Alaska Commission on Postsecondary Education  
**3030 Vintage Blvd Juneau Alaska 99801**

**Request For Proposals**  
**RFP 2014-0500-2076**  
Date of Issue: **July 8, 2013**

**Title and Purpose of RFP:**  
**Business Analyst Services**

The Alaska Commission on Postsecondary Education (ACPE) is soliciting proposals for a vendor to provide support for various business processes related to developing and implementing a statewide P-20W data warehouse system that incorporates confidential data from multiple state agencies for the purpose of supporting policy research and decision-making.

**Offerors Are Not Required To Return This Form.**

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

**Name**  
**Linda Polk and Worth Barthel**  
**Alaska Commission on Postsecondary Education**

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# SECTION ONE

## INTRODUCTION AND INSTRUCTIONS

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

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

Alaska Commission on Postsecondary Education  
Attention: **Linda Polk/Worth Barthel**  
Request for Proposal (RFP) Number: **2014-0500-2076**

If using U.S. mail, please use the following address: PO Box 110505 Juneau AK 99811

If using a delivery service, please use the following address: 3030 Vintage Blvd Juneau AK 99801

Proposals must be received no later than 2:00 P.M., Alaska Time on **July 31<sup>st</sup> 2013**. Electronically submitted proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting and proposal electronically, the proposal must be emailed to [Worth.Barthel@alaska.gov](mailto:Worth.Barthel@alaska.gov). It must contain the RFP number in the subject line of the email, and be submitted as an attachment in PDF format. It is also the offeror's responsibility to contact the issuing agency at **907-465-6671** to confirm that the entire proposal has been received.

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

PROCUREMENT OFFICER: **Linda Polk** – PHONE **907-465-6698** **Worth Barthel** PHONE **907-465-6671** - FAX **907-465-5316** - TDD **907-465-3143**

### 1.02 Contract Term and Work Schedule

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

The length of the contract will be from the date of award, approximately **September 2, 2013**, for approximately 10 calendar months until completion, approximately **June 30<sup>th</sup> 2014**.

ACPE estimates the contract will take approximately 1680 hours during this 10-month period (approximately 30 hours per week, although those hours may not be evenly distributed over the entire contract period, with more hours needed in weeks with heavy workloads and less in other weeks).

The approximate contract schedule is as follows:

The contracted BA will assist ACPE with its ANSWERS project, the milestones for which are listed below:

2.1	Select, Order, Install and Test Server Hardware and Software	7/1/2013	9/30/2014
2.1.1	Select hardware and software platform and determine hardware location	7/1/2013	9/30/2014
2.1.2	Order development/testing hardware and software	7/1/2013	9/30/2014
2.1.3	Install development/testing hardware and software	7/1/2013	9/30/2014

2.1.4	Test development/testing hardware and software	7/1/2013	9/30/2014
2.1.5	Order production hardware and software	7/1/2013	9/30/2014
2.1.6	Install production hardware and software	7/1/2013	9/30/2014
2.1.7	Test production hardware and software	7/1/2013	9/30/2014
2.1.8	Tool training and documentation	7/1/2013	9/30/2014
2.2	Set Up the Networked Data Storage	9/1/2013	9/30/2014
2.2.1	Set up storage area 1	9/1/2013	9/30/2014
2.2.2	Set up storage area 2	9/1/2013	9/30/2014
2.3	Select, Order, Install, Test and Train on Recovery Solution	11/1/2013	9/30/2014
2.3.1	Select recovery hardware and software platform	11/1/2013	9/30/2014
2.3.2	Order hardware for disaster recovery	11/1/2013	9/30/2014
2.3.3	Install hardware and software for disaster recovery	11/1/2013	9/30/2014
2.3.4	Test recovery hardware and software	11/1/2013	9/30/2014
2.3.5	Recovery tool training and documentation	11/1/2013	9/30/2014
<b>3</b>	<b>Development</b>	7/1/2013	6/30/2014
3.1	Create Extract Transform and Load (ETL) Processes	7/1/2013	10/31/2013
3.2	Develop SLDS Database Environments	7/1/2013	6/30/2014
3.3	System Tests	11/1/2013	6/30/2014

- Issue RFP **July 12, 2013**
- Pre-proposal conference will be held on **07/23/2013 at 11:00 AM AST** see section 2.02 for details.
- Deadline for Receipt of Proposals **August 5, 2013 2:00 PM AST**
- Proposal Evaluation Committee complete evaluation by **August 9, 2013,**
- State of Alaska issues Notice of Intent to Award a Contract **August 12** 2013,
- State begins contract negotiations August 13' 2013
- State of Alaska issues contract **August 26, 2013**
- Contract start **September 2, 2013**
- First contractor work period **September 2, 2013-June 30 2014,**

### 1.03 Purpose of the RFP

ACPE is soliciting proposals for Business Analyst services and support related to our federal P20W SLDS Grant. These services are estimated to include, among others:

- Acting as liaison between technical staff, management, end-users and outside contractors on the project.
- Development and documentation of various test plans, performance of testing and documentation of outcomes
- Analysis of existing and proposed systems, designs, and processes to facilitate the completion of the project.
- Development, documentation and maintenance of project and customer needs, deliverables, tasks, issues, including analyses of business and technical perspectives.
- Working closely with staff, stakeholders and contractors, research and document project and system business and technical requirements, including detailed workflows
- Support of the project development team by scheduling meetings, maintaining documentation including project plans, requirements, SharePoint project page, Web pages, etc.
- Development and maintenance of system data documentation, including meta data, data dictionaries, and other instructional and training materials.
- Development and documentation of recommendations in response to project technical and business questions.

- Other supporting tasks as assigned.

## 1.04 Budget

Department of *Education & Early Development*, Division of *Alaska Commission on Postsecondary Education*, estimates a budget of between **\$200,000** and **\$350,000** dollars for completion of this project. Proposals priced at more than **\$350,000** will be considered non-responsive.

## 1.05 Location of Work

The location(s) the work is to be performed, completed and managed is Juneau, Alaska.

The state will provide workspace for the contractor while in Juneau.

ACPE will consider bids that include working from other locations as long as the bid:

1. Includes a minimum of one trip to Juneau each month for a minimum duration of four full business days unless otherwise agreed upon, and
2. Explains in detail how the contractor will ensure the ability to meet all project needs from a remote location, and what additional cost, if any, ACPE may incur as a result.

Note that travel to other locations for meetings and project activities may be required.

The contractor should NOT include transportation costs in the price proposal. ACPE will separately make and pay for contractor travel arrangements in accordance with State of Alaska travel requirements. Contractor should NOT include cost of this travel in the proposal.

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

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

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

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

## 1.06 Human Trafficking

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

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

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

## 1.07 Assistance to Offerors with a Disability

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

## 1.08 Required Review

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

## 1.09 Questions Received Prior to Opening of Proposals

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

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

## 1.10 Amendments

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

## 1.11 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

## 1.12 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

## 1.13 State Not Responsible for Preparation Costs

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

## **1.14 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of ACPE and may be returned only at ACPE'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.

## **1.15 Subcontractors**

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

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

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

## **1.16 Joint Ventures**

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

## **1.17 Offeror's Certification**

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;

- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## **1.18 Conflict of Interest**

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

## **1.19 Right to Inspect Place of Business**

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

## **1.20 Solicitation Advertising**

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

## **1.21 News Releases**

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

## **1.22 Assignment**

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

## **1.23 Disputes**

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

## **1.24 Severability**

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

## **1.25 Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract. All requirements of the United States Department of Education, Institute of Educational Sciences Statewide Longitudinal Grant Systems apply to this project. More information is available at <http://nces.ed.gov/programs/slds/>.

# SECTION TWO

## STANDARD PROPOSAL INFORMATION

### 2.01 Authorized Signature

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

### 2.02 Pre-proposal Conference

A pre-proposal conference will be held at **11:00 am**, Alaska Time, on **July 23, 2013** in the **Juneau** conference room at ACPE's offices located at 3030 Vintage Park in **Juneau**, Alaska and via WebEx at <https://alaskadvantage.webex.com/alaskadvantage/j.php?ED=210121737&UID=1409946402&RT=MIMz> and teleconference at 800-315-6338 pass code 6788#. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

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

### 2.03 Site Inspection

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

### 2.04 Amendments to Proposals

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

### 2.05 Supplemental Terms and Conditions

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

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

### 2.06 Clarification of Offers

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

### 2.07 Discussions with Offerors

ACPE may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited

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

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

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

## **2.08 Prior Experience**

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

- Contractor must have at least five years' experience providing business analysis/strategic technical support specific to development of P-20W statewide longitudinal data systems.
- Specific individual assigned to ACPE project must have:
  - Bachelor's degree
  - Work experience specific to SLDS
  - Work experience that demonstrates strong project management skills.
  - Work experience that demonstrates strong understanding of business analysis.
  - Work experience that demonstrates strong technical writing and verbal communication skills.
  - Work experience that demonstrates ability to understand and document complex technical systems and research processes including creation of process flows and diagrams.

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

## **2.09 Evaluation of Proposals**

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

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

## **2.10 Vendor Tax ID**

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

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

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

Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

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

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

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

## 2.12 Application of Preferences

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

<http://doa.alaska.gov/dgs/policy.html>

**Alaska Products Preference** - AS 36.30.332

**Recycled Products Preference** - AS 36.30.337

**Local Agriculture and Fisheries Products Preference** - AS 36.15.050

**Employment Program Preference** - AS 36.30.321(b)

**Alaskans with Disabilities Preference** - AS 36.30.321(d)

**Alaska Veteran's Preference** - AS 36.30.321(f)

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

## 2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260

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

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;

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

#### **Alaska Bidder Preference Affidavit**

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

If the offeror is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

## **2.14 5 Percent Alaska Veteran Preference AS 36.30.321(f)**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] as an Alaska bidder and is a:

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

#### **Alaska Veteran Preference Affidavit**

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

## **2.15 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(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

### **EXAMPLE**

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

#### **[STEP 1]**

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

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

**[STEP 2]**

Convert cost to points using this formula.

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

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

**2.16 Alaska Offeror Preference  
AS 36.30.321 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

**EXAMPLE**

**Alaska Offeror Preference**

**[STEP 1]**

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

**Total number of points available - 100 Points**

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

## [STEP 2]

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

*Offeror #1 - 89 points*

*Offeror #2 - 80 points*

*Offeror #3 - 88 points*

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

*Offeror #1 - **89 points***

*Offeror #2 - **90 points***

*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

## 2.17 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in ACPE's conference room located at 3030 Vintage Blvd Juneau AK 99801

If the contract negotiations take place in **Juneau**, Alaska, 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,

ACPE 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.

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

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

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

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

**Firm Fixed Price**

### **3.02 Contract Approval**

This RFP does not, by itself, obligate ACPE. ACPE's obligation will commence when the contract is approved by the Executive Director Upon written notice to the contractor, ACPE may set a different starting date for the contract. ACPE 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 ACPE.

### **3.03 Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### **3.04 Proposal as a Part of the Contract**

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

### **3.05 Additional Terms and Conditions**

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

### **3.06 Insurance Requirements**

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

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

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

### **3.07 Contract Funding**

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

### **3.08 Proposed Payment Procedures**

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

### **3.09 Contract Payment**

No payment will be made until the contract is approved by the Executive Director Under no conditions will ACPE be liable for the payment of any interest charges associated with the cost of the contract.

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

### **3.10 Informal Debriefing**

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

### **3.11 Contract Personnel**

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

### **3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. ACPE may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make

corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **3.13 Termination for Default**

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

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

### **3.14 Contract Changes - Unanticipated Amendments**

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

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

### **3.15 Contract Invalidation**

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

### **3.16 Nondisclosure and Confidentiality**

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

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

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

reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including APIPA, FERPA, the Social Security Act and GLBA. The contractor is responsible for being aware of the laws applicable to different data sets and performing appropriate due diligence to ensure contractor compliance with all applicable requirements. The contractor must immediately notify ACPE's procurement officer at 907-465-6740 upon becoming aware of any disclosure, loss of or unauthorized accesses to or storage of or use of the confidential information. The verbal notice must be promptly followed by a written description of the scope of the breach or non-compliance and the details of how the breach or non-compliance occurred and was detected. The contractor agrees to cooperate with ACPE on any investigation required by any applicable laws.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by ACPE or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor will immediately notify ACPE. The contractor may disclose the confidential information after 1) providing ACPE with written notice of the requested disclosure (to the extent such notice to ACPE is permitted by applicable law), and 2) receiving express written consent from ACPE to disclose confidential information (except in the case of lawful demands from a court or law enforcement agency for which ACPE has provide verbal permission for release). Written notice of the requested disclosure of confidential information by the contractor must be provided to ACPE within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of ACPE, shall seek to obtain legal protection from the release of the confidential information.

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

## **SECTION FOUR BACKGROUND INFORMATION**

## 4.01 Background Information

ACPE was awarded a federal P20W SLDS Priority 3 Grant in July of 2012. Contractors should review the grant application and timeline carefully, available online at <http://acpe.alaska.gov/ANSWERS>. All activities performed under any contract arising from this RFP will be funded by the grant and are subject to all grant requirements.

### Grantee Overview:

The grant was awarded to a partnership among the Alaska Commission on Postsecondary Education (ACPE), the Alaska Department of Education and Early Development (EED), the Alaska Department of Labor and Workforce Development, and the University of Alaska. EED is the fiscal agent and ACPE is the project director and manager.

### ACPE Overview:

The Alaska Commission on Postsecondary Education (ACPE) - funded by the Alaska Student Loan Corporation (ASLC) - promotes access to and success in education and career training beyond high school.

### The Commission provides:

- programs creating early awareness of the importance of preparing for success in higher education
- education planning tools and resources
- advocacy and support for postsecondary participation in Alaska
- financial aid for college and career training
- education consumer protection through institutional authorization and complaint investigation

The Legislature created ACPE in 1974 to centralize planning for higher education and administer financial aid programs. In 1987, the Legislature established and capitalized ASLC to provide a mechanism to fund the Commission's programs through tax-exempt bond sales. [Read more about ACPE/ASLC History](#).

ACPE is overseen by a [fourteen-member body](#) established by law, representing educational bodies and the general public. Guided by the Commission, the [Executive Director and staff](#) develop and implement programs and policies to increase access to the benefits of higher education.

ASLC, a public corporation and enterprise instrumentality of the State of Alaska, funds the Commission's programs through tax-exempt bond sales. It has a legal existence independent of the State. The Corporation is governed by a [Board of Directors](#).

Read more about ACPE at [www.alaska.gov/acpe](http://www.alaska.gov/acpe).

## SECTION FIVE SCOPE OF WORK

### 5.01 Scope of Work

Provide support for various business processes related to developing and implementing a statewide P-20W data warehouse system that incorporates confidential data from multiple state agencies for the purpose of supporting policy research and decision-making. Activities included in the project include support, documentation, recommendations, issues identification and resolution, and testing related to:

2.1	Select, Order, Install and Test Server Hardware and Software
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2.1.1	Select hardware and software platform and determine hardware location
2.1.2	Order development/testing hardware and software
2.1.3	Install development/testing hardware and software
2.1.4	Test development/testing hardware and software
2.1.5	Order production hardware and software
2.1.6	Install production hardware and software
2.1.7	Test production hardware and software
2.1.8	Tool training and documentation
2.2	Set Up the Networked Data Storage
2.2.1	Set up storage area 1
2.2.2	Set up storage area 2
2.3	Select, Order, Install, Test and Train on Recovery Solution
2.3.1	Select recovery hardware and software platform
2.3.2	Order hardware for disaster recovery
2.3.3	Install hardware and software for disaster recovery
2.3.4	Test recovery hardware and software
2.3.5	Recovery tool training and documentation
<b>3</b>	<b>Development</b>
3.1	Create Extract Transform and Load (ETL) Processes
3.2	Develop SLDS Database Environments
3.3	System Tests

Note that these may change based on project needs identified during the period of work.

**The Successful Offeror must demonstrate the following**

1. P-20W SLDS specific Business Analyst background experience
  2. Ability to analyze existing Business systems and design new systems and processes to facilitate completion of the project
  3. Ability to develop and maintain thorough understanding of the needs of the assigned customer group from the Business and technical perspectives
  4. Ability to work closely with ACPE staff, other contractors and potential system users and other groups to capture Business requirements, documents workflow and user needs
  5. Ability to develop and maintain documentation for the ANSWERS data warehouse project including meta data, data dictionaries, process flows, and other instructional and training materials
  6. Ability to disaggregate and analyze problems, probe facts, identify and question assumptions, and analyze issues from different perspectives to inform decision-making
  7. Strong organizational skills including the ability to plan, coordinate and monitor a significant number of functions simultaneously
  8. Strong technical writing/verbal communications skills
- Strong understanding of business analysis and process efficiency.
  - Strong conceptual, analytical, and problem solving skills with the ability to strategize and interpret business objectives and negotiate favorable results.
  - Well-developed experience providing leadership on large complex projects that are cross-functional and multi-disciplinary.
  - Demonstrated ability to disaggregate and analyze problems, to probe facts, identify and question assumptions, and analyze issues from different perspectives to inform decision-making.
  - Ability to research and analyze complex strategic and business issues.
  - Understanding of general operating processes related to data warehouse systems.

- Understanding of research environment and researcher needs.
- Understanding of legal environment and issues related to longitudinal data systems.
- Excellent interpersonal, communication and facilitation skills.
- Strong organizational skills including the ability to plan, coordinate and monitor a significant number of functions simultaneously.
- Ability to foster collaboration and build consensus across multiple constituencies; ability to direct and guide projects.
- Demonstrated ability to drive change while keeping the focus on the customer.
- Ability to exceed goals successfully and to steadfastly push for results.
- Ability to work effectively with shifting demands and rapid change.

## **5.02 Deliverables**

The contractor will be required to provide the following deliverables:  
Related to the anticipated project outcomes above:

1. Project documentation in narrative and flowchart format
2. Project issues and decisions logs and associated project documentation, using SharePoint
3. System and data business and technical documentation
4. Notes from technical meetings
5. Detailed recommendations documents, supported by research into best practices and application of the same to Alaska's specific needs
6. Various training documents
7. Technical meeting facilitations
8. Research reports related to the P-20W SLDS
9. Presentations and supporting handouts

# **SECTION SIX PROPOSAL FORMAT AND CONTENT**

## **6.01 Proposal Format and Content**

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

## **6.02 Introduction**

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

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

## **6.03 Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Simply stating that the contractor has read and understands the requirements is not sufficient.

## **6.04 Methodology Used for the Project**

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

## **6.05 Management Plan for the Project**

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

## **6.06 Experience and Qualifications**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. Offeror must designate one primary business analyst for assignment to the ACPE project, and one back-up business analyst in the event the primary becomes no longer available. Proposals that do not dedicate a specific individual to the ACPE project will not be considered.

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

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

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed, and that the specific individual proposed for assignment as ACPE's business analyst has been assigned to.

After the proposal deadline, offerors with responsive proposals will be contacted to set up a live telephone interview with the individual(s) designated to perform the work outlined in the proposal. The same set of questions will be used for all interviews conducted. Results of the interview will be factored into the offeror's score related to experience and qualifications (see section 7.04).

## **6.07 Cost Proposal**

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

## **6.08 Evaluation Criteria**

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

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

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

## **SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **7.01 Understanding of the Project (10 Points)**

Proposals will be evaluated against the questions set out below:

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

### **7.02 Methodology Used for the Project (10 Points)**

Proposals will be evaluated against the questions set out below:

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

### **7.03 Management Plan for the Project (5 Points)**

Proposals will be evaluated against the questions set out below:

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

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

## **7.04 Experience and Qualifications (25 Points)**

Proposals will be evaluated against the questions set out below:

*Questions regarding the personnel:*

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?
- [d] Did the interview results demonstrate the designated personnel have the knowledge, skills and abilities to successfully carry out the contract requirements?
- [e] Does the writing sample demonstrate the ability to communicate technical information concisely and accurately to a variety of audiences?

*Questions regarding the firm:*

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

## **7.05 Contract Cost (40 Points)**

Contract Cost (40 Points)

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

### ***Converting Cost to Points***

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

## **7.06 Alaska Offeror Preference (10 Points)**

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

# **SECTION EIGHT ATTACHMENTS**

## **8.01 Attachments**

### ***Attachments***

1. Proposal Evaluation Form
2. Standard Agreement Form  
Appendix A
3. Appendix B1
4. Cost Sheet
5. Notice of Intent

# PROPOSAL EVALUATION FORM

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

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

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

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

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

## EVALUATION CRITERIA AND SCORING

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

### 7.01 Understanding of the Project—10 Points

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

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

### 7.02 Methodology Used for the Project—10 Points

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

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

### **7.03 Management Plan for the Project—5 Points**

Maximum Point Value for this Section - 5 Points

100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.03** \_\_\_\_\_

## **7.04 Experience and Qualifications—25 Points**

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

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

Questions regarding the firm.

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

EVALUATOR'S NOTES \_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_

---

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

EVALUATOR'S NOTES \_\_\_\_\_

---

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

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.04** \_\_\_\_\_

## **7.05 Contract Cost — 40 Points**

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

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

### **Converting Cost to Points**

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

**EVALUATOR'S POINT TOTAL FOR 7.05** \_\_\_\_\_

## **7.06 Alaska Offeror Preference — 10 Points**

Alaska bidders receive a 10 percent overall evaluation point preference.  
Point value for Alaska bidders in this section -- 10 Points  
100 Points x 10 Percent = 10 Points

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

**EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 10)** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor	hereafter the Contractor		
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
<b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.			
<b>ARTICLE 2. Performance of Service:</b>			
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.			
<b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.			
<b>ARTICLE 4. Considerations:</b>			
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		
Mailing Address	Attention:		
<b>12. CONTRACTOR</b>			
Name of Firm		14. <b>CERTIFICATION:</b> 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.	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>			
Department/Division	Date	Signature of Head of Contracting Agency or Designee	Date
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

**02-093 (12/29/08)**  
**BACK 02-093 (12/29/08)**

SAF.DOC

## APPENDIX A

### 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 signing this contract.

#### Article 2. Inspections and Reports.

- 4.2 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.

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

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. 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. 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. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

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

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for 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 notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of 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.

- 2.3 **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.
- 2.4 **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.
- 2.5 **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.

**RFP**  
**Cost/Fee Proposal Form**

.....  
This Cost/Fee proposal Form is submitted as part of the proposal in response to the solicitation entitled Corporation Arbitrage Services  
.....

.....  
Instructions for completing form:

Respond to every question or blank space provided on this form. If the information required is not applicable, enter N/A. If the form does not provide enough space to adequately respond to any questions or request for information, enter "See explanation" in space provided and attach the additional pages of information. Clearly identify the portion of the form you are responding to and attach the information in the proper order.

Name of Firm

---

A. Resource Type	Firm Fixed Fee (hourly rate)		Estimated # of Contract Hours		Total Contract Fixed Fee
Business Analyst	\$	X	1,680 hours	=	

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative



Department of Administration  
 Division of General Services  
 Seventh Floor - State Office Bldg.  
 333 Willoughby Street  
 P.O. Box 110210  
 Juneau, Alaska 99811-0210

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**ITB NO.:**            **ITB OPENING DATE:**

**ITB SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.  
 (REV 05/08/90)

ITEM NO.	PRICE	AWARD	COMMENTS	RESPONSIVE YES / NO / ?	BIDDER

LEGEND:    @    --    AWARD TO BIDDER  
               Y    --    RESPONSIVE BID  
               N    --    NON-RESPONSIVE BID  
               ?    --    BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

**SUMMARY**