



**STATE OF ALASKA**  
**Department of Natural Resources**  
**Support Services Division**  
**Robert B. Atwood Building**  
**550 West 7<sup>th</sup> Ave Suite 1230**  
**Anchorage, AK 99501**

## **Request For Proposals**

RFP 2012-1000-0390

Date of Issue: **May 26, 2011**

ASP 10-12-001

### **Unified Permit Project** **Online Application Framework**

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 by phone, fax, or mail with the procurement officer listed below to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer. Include the RFP Number in your contact.

**Marlys Hagen, C.P.M., DNR Procurement Officer**  
**Department of Natural Resources**  
**550 W. 7<sup>th</sup> Avenue Suite 1230**  
**Anchorage, AK 99501-3564**  
**907-269-8666 voice**  
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**907-269-8411 TDD**

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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 four copies of their technical proposal and one copy of the price proposal (in a separate envelope), in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of Natural Resources  
Support Services Division  
Attention: Marlys Hagen, Procurement Officer  
Request for Proposal (RFP) Number: **2012-1000-0390**  
Project name: **Unified Permitting Project**  
**550 W. 7th Ave Suite 706**  
**Anchorage, Alaska 99501**

Proposals must be received no later than 4:00 P.M., Alaska Time on **June 16, 2011**. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

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

PROCUREMENT OFFICER: Marlys Hagen, C.P.M. – PHONE 907-**269-8666** - FAX 907-**269-8909** - TDD **907-269-8411**.

### 1.02

#### **Contract Term and Work Schedule**

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

The length of the contract will be from the date of award, approximately **July 11, 2011**, until approximately **June 30, 2012**.

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. A contract expiration notice will be sent to the contractor at the end of the extension.

The approximate contract schedule is as follows:

RFP 2012-1000-0390

- Issue RFP **May 26, 2011**
- Proposals Due **June 16, 2011**
- Proposal Evaluation Committee complete evaluation by **June 21, 2011**
- State of Alaska issues Notice of Intent to Award a Contract **June 21, 2011**
- State of Alaska issues contract **July 6, 2011**
- Contract start **July 6, 2011**

### **1.03**

#### **Purpose of the RFP**

The Alaska Department of Natural Resources (DNR) is seeking a qualified company to provide application development support services for the department's work on the Unified Permit (UP) Project.

### **1.04**

#### **Budget**

Department of Natural Resources estimates a budget of between \$450,000 and \$500,000 for this project.

### **1.05**

#### **Location of Work**

The majority of the work will be performed at the Robert B. Atwood Building in Anchorage, however some meetings may be required at other locations. The contractor must provide its own equipment and staff per the terms of the contract.

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 for receipt of proposals.

## **1.07**

### **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.

## **1.08**

### **Questions Received Prior to Opening of Proposals**

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

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

## **1.09**

### **Amendments**

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.

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 the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

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

## 1.12 State Not Responsible for Preparation Costs

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 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, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

## 1.15

### Joint Ventures

Joint Ventures will not be allowed.

## 1.16

### Offeror's Certification

By signature on the 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;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## 1.17

### Conflict of Interest

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., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Natural Resources, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## 1.18

### Right to Inspect Place of Business

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 12.130.

## **1.20**

### **News Releases**

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

## **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 procurement officer.

## **1.22**

### **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.

## **1.23**

### **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 may identify federal requirements that apply to the proposal, the evaluation, or the contract.

## 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

The State does not anticipate holding a pre-proposal conference, but reserves the right to schedule one if it becomes necessary. If a conference is scheduled, a notice will be posted on the Online Public Notice web site and all companies who have registered with the Procurement Officer will be notified.

### 2.03

#### Site Inspection

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

### 2.04

#### Amendments to Proposals

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

### 2.05

#### Supplemental Terms and Conditions

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

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

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

## 2.06

### Clarification of Offers

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

## 2.07

### Discussions with Offerors

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

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

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

## 2.08

### Required Experience

To be considered responsive, offerors must prove they meet the following minimum experience requirements:

- o Successful completion of one or more projects using webMethods suite and Oracle Universal Content Management or a similar content management system within the past four years.

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

## **2.09**

### **Evaluation of Proposals**

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

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

## **2.10**

### **Vendor Tax ID**

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

## **2.11**

### **F.O.B. Point**

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

## **2.12**

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

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. Offerors should contact the Department of Community and Economic Development, Division of Occupational Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;

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

## 2.13

### Application of Preferences

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

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

**Alaska Products Preference** - AS 36.30.332

**Recycled Products Preference** - AS 36.30.337

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

**Employment Program Preference** - AS 36.30.170(c)

**Alaskans with Disability Preference** - AS 36.30.170 (e)

**Employers of People with Disabilities Preference** - AS 36.30.170 (f)

**Alaska Veteran's Preference** - AS 36.30.175

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**

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

## **2.15**

### **5 Percent Alaska Veteran Preference**

#### **AS 36.30.175**

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 36.30.170 (b) 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, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

## **2.16**

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

#### **AS 36.30.250 & 2 AAC 12.260**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost



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

**EXAMPLE**

**Formula Used to Convert Cost to Points**

**[STEP 1]**

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

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

**[STEP 2]**

Convert cost to points using this formula.

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

The RFP allotted 40% (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.**

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

**Offeror #3 receives 33.7 points.**

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

## 2.17

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

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

#### **EXAMPLE**

##### Alaskan Offeror's Preference

#### [STEP 1]

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

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

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

#### [STEP 2]

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

*Offeror #1 - 89 points*

*Offeror #2 - 80 points*

*Offeror #3 - 88 points*

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

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

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

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

Offeror #3 is awarded the contract.

## 2.18

### Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS. After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the LRIS conference room on the 7th floor of the Atwood Building, Suite 706, in Anchorage, Alaska.

The offeror will be responsible for any travel and per diem expenses necessary for contract negotiations.

## 2.19

### Failure to Negotiate

If the selected offeror

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

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

## 2.20

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

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

## 2.21

### Protest

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

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

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

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

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

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

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting agency and the solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (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 protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SECTION THREE

# STANDARD CONTRACT INFORMATION

### 3.01

#### Contract Type

This contract is a **Time and Materials contract.** The Contractor will be paid a fixed hourly rate for all hours worked on this project, and will be reimbursed for all reasonable and necessary expenses at cost.

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

### 3.03

#### Standard Contract Provisions

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

### 3.04

#### Proposal as a Part of the Contract

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

### 3.05

#### Additional Terms and Conditions

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

## **3.06**

### **Insurance Requirements**

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

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

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

## **3.07**

### **Bid Bond - Performance Bond - Surety Deposit**

None required.

## **3.08**

### **Contract Funding**

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

## **3.09**

### **Proposed Payment Procedures**

The state will make payments for actual hours worked on the project, plus reimbursement of reasonable and necessary expenses. Billings will be submitted on a monthly basis and will consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project manager.

## **3.10**

### **Contract Payment**

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

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

### **3.11**

#### **Informal Debriefing**

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

### **3.12**

#### **Contract Personnel**

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

### **3.13**

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

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 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 its 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.

### **3.14**

#### **Termination for Default**

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

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

### **3.15**

#### **Liquidated Damages**

Not applicable to this RFP.

## **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 manager 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 manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources 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 Unified Permit Capital Project is designed to support and streamline the permit process, raising productivity and setting predictable response times for applicants. Leases, water rights, and related authorizations will follow permits. The system integrates mapping and documents to case related data. The goal is to modernize the DNR case management system. This project creates twelve modules of the Case Management which will provide a robust set of desktop tools for DNR staff that support the permitting business processes.

Phase I of the project delivered an application framework and features of the Adjudicator Home Page module such as Case Lists, Contacts, Distribution Lists and Case Comments. Phase II of the project delivered Projects, Notifications, Clocks, and Land Use Permits utilizing Business Process Management (BPM). Additional features such as Rules and Stipulations, Milestones, Online Applications and Templates will be developed. BPM tools will be utilized to enhance DNR case management.

The DNR Project Manager seeks software mentoring and development support for DNR technical staff and software application development. This project will be managed by the DNR project manager. Contractors will work with DNR programming staff in developing and deploying a framework for DNR online applications. The product will also integrate with existing applications which were developed using webMethods Suite, webMethods ApplinX and webMethods EntireX.

# SECTION FIVE

## SCOPE OF WORK

### 5.01

#### Scope of Work

The Alaska Department of Natural Resources (DNR) is seeking a qualified company to assist with the development of components to be utilized in a framework for managing online application forms to be submitted online by DNR customers and processed by DNR staff. This project is in support of the department's work on the Unified Permit (UP) Project, a multi-year effort to streamline and automate the permitting process for the use of state land, water and natural resources.

The primary customers for the business system are the Division of Mining, Land, and Water and the Division of Coastal and Ocean Management. Other DNR divisions are part of the customer base to the extent they participate in the case adjudication process and project management related to resource authorizations.

The Framework for Online DNR Applications is depicted in Figure 1 on the following page. The main features of this system are as follows:

- Online application forms that users can fill out and submit using a web browser.
- External user interface that allows the public to manage their online applications
- Password-protected user accounts that allow users to save application forms in progress.
- Login Profile Management Application that interfaces with the existing Contacts Application for the merging of login profiles (to be developed by contractor).
- Applicant Profile Management Application that interfaces with the existing Customer Information System for the merging of applicant information (to be developed by contractor).
- Location Services component to allow the user to identify the geographical area affected by a proposed project.
- Interface with the Case Module to allow adjudicators to create a new case from a submitted application form (to be developed by contractor).
- Interface with the DNR Universal Content Management system to capture documents.
- Business Process Management (BPM) component that manages e-mail notifications and triggers required for the online application form process (to be developed by contractor).
- Internal user interface that allows adjudicators to review and validate submitted application forms.

The Login Profile Management Application and the Applicant Profile Management Application each will have its own Tamino (XML) database that will serve essentially as a temporary database for profile data until a DNR adjudicator can manually review the data and merge it with the existing Contacts Application (login profiles) or the existing Customer Information System (applicant profiles).

The Location Services component and the engine for creating and submitting online application forms are already under development by DNR staff. The contractor will need to develop interfaces with these components but will not be expected to work on their development.

The DNR Information Resource Management Section (IRM) is the technical lead of the project and the primary point of contact for this contract. Application development is following an Agile development philosophy and currently has a 30 calendar day cycle. The contractor will be expected to follow a similar development philosophy and cycle time. At the end of each 30-day cycle, the project manager and users will review delivered items and plan for the next cycle. Deliverable items for each cycle will be determined by the users.

The contractor must have adequate experience in the following technologies:

- Tamino (XML) Database
- Software AG webMethods Suite
- Oracle Universal Content Management software

The technologies used under the Unified Permit Project include the following:

- Databases: Oracle Database, Adabas, Tamino (XML)
- Cold Fusion
- Java and JavaScript, XSLT
- Oracle - Universal Content Management System (UCM)
- Kofax Document Capture and Scanning software
- Oracle Spatial and Java based GeoServer, for Location Services
- Web Methods for Service Oriented Architecture infrastructure
- SoftwareAG WebMethods EntireX Broker
- SoftwareAG WebMethods ApplinX
- SoftwareAG WebMethods Integration Server
- SoftwareAG WebMethods Composite Application Framework (CAF)
- SoftwareAG WebMethods Business Process Management

DNR will provide staff resources, source documents, change content or contacts to acquire change content, for any work required. The primary contact for this contract will be Yeon Min, Project Manager, Information Resource Management Section, 269-8823.

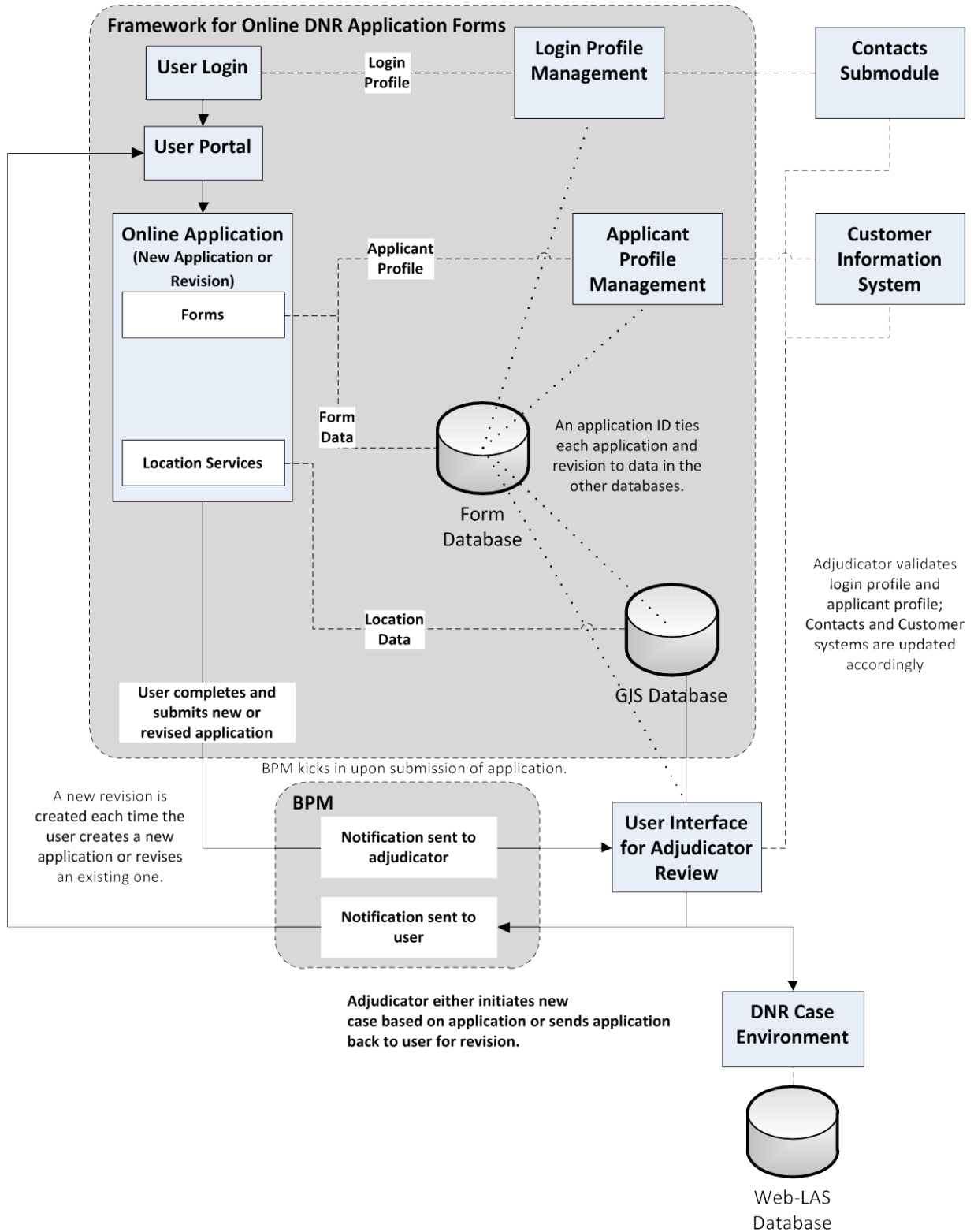


Figure 1 – Overview of the Framework for Online DNR Application Forms

## 5.02 Deliverables

Deliverables for this project are listed under each of the tasks in Section 5.03. Deliverable items for each 30-day cycle will be determined by the users. DNR staff will work with contractor on each task as the project proceeds.

The deliverables will constitute a *framework* for online applications forms to be submitted by DNR customers and processed by DNR staff. The contractor will be required to build a system that allows DNR programming staff to add future application forms that utilize the existing infrastructure built by the contractor.

## 5.03 Task Description:

### Task 1 – Enhanced Login

The contractor will enhance existing login functionality to include the following:

- Interface with the existing Contacts Application to allow a DNR adjudicator to merge login profile data with contact data (see Task 2).
- An automatic verification e-mail to be sent to the user upon the creation of a new login profile, requiring the user to click a link in the e-mail to verify the account.

### Task 2 – Applications for Managing Login Profiles and Applicant Profiles

The contractor will develop the following two applications for managing login profiles and applicant profiles.

#### Login Profile Management Application

This application will manage user login profiles and integrate them with the existing DNR Contacts Application. New user information initially will be written to the Login Profile Management application database.

The application will provide a function that will retrieve login profiles and any potential matches that may exist in the Contacts Application so that a DNR adjudicator can compare them and verify whether a match exists. The application will allow the adjudicator to merge a login profile with a contact record whenever the adjudicator identifies a match.

The Login Profile Management Application will allow users to manage their own profile information (e-mails, contact information, etc.). Anytime the user modifies his or her login profile, changes will be written to the Login Profile Management database. The system will require an adjudicator's review and approval before the changes are merged with the Contacts Application.

#### Applicant Profile Management Application

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This application will manage applicant profiles and integrate them with the existing Customer Information System. (An *applicant* is the person or entity identified as such on a submitted application. An applicant will not necessarily be the same as the user who submits the application.) Whenever the user submits a new application, the applicant profile initially will be written to the Applicant Profile Management database. The Applicant Profile Management Application will provide a function that will allow an adjudicator to retrieve and compare applicant profiles with customer records from the Customer Information System and merge applicant profiles with customer records whenever matches are identified.

The contractor will develop a user interface that will encompass the functions described above for managing login profiles and applicant profiles.

### **Task 3 – Application for Reviewing Submitted Application Forms**

The contractor will build an application that will retrieve submitted application forms from the Forms database and display them for adjudicator review. The system will interface with the existing Case Application to allow the adjudicator to initiate a new case based on a submission. The system will also allow the adjudicator to return an application form to the user if the adjudicator determines that additional information is needed. The contractor will develop a user interface to encompass these functions.

**Note:** An application ID will be used to reference submitted application data in the Forms database. Form data itself will not be passed.

### **Task 4 – User Portal for Managing Application Forms**

The contractor will build a user portal for managing application forms. This shopping cart-like interface will provide access to the following functions:

- Creating a new application form
- Viewing and editing saved application forms
- Viewing submitted application forms
- Creating a new application form by copying an existing one
- Uploading documents that are associated with applications

### **Task 5 – Business Process Management (BPM) and User Interface for Application Review and Case Initiation**

The contractor will develop a business process management (BPM) component that will manage the processes surrounding the functions explained in the other tasks. Once the user submits an online application form, the BPM component will initiate and begin to manage the notifications and triggers required in the processes.

### **Task 6 – System Documentation**

The contractor will provide the following documentation deliverables:

- A technical guide that is sufficient to train programmers who are familiar with the implementing technology but have never seen the programs, so that they may be able to correct problems or apply enhancements.

- User documentation for both internal DNR users and external public users of the system. User documentation may include user guides, online help and training materials.

### **Task 7 – System Testing and Acceptance**

The contractor will demonstrate a documented system testing approach to the project manager prior to testing the deliverables. The contractor will conduct system testing of all deliverables and demonstrate to the project manager that all requirements have been met.

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01**

#### **Proposal Format and Content**

The state discourages overly lengthy and costly proposals. To evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. Be complete, be concise.

### **6.02**

#### **Introduction**

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

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

### **6.03**

#### **Understanding of the Project, Methodology, and Project Plan**

Offerors must provide adequate narrative statements that illustrate their understanding of the requirements of this project. Identify potential problems or areas of ambiguity if necessary.

For each of the tasks, offerors must provide narrative statements that describe the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the project schedule. If sub-contractors are used on the project, identify the role of each sub-contractor by task.

A project plan must be included. It will define the expected time frame and resources needed for each task, and any dependencies on DNR to meet the project plan.

### **6.04**

#### **Experience and Qualifications**

Offerors must designate the individual responsible and accountable for the completion of each task and the overall project. Offerors must provide a narrative description of the organization of the project team, and a personnel roster that identifies who will work on each task, and provide the following information about each person listed:



- (a) title
- (b) resume
- (c) location(s) where work will be performed

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

## **6.05**

### **Cost Proposal**

One copy of the cost proposal using the form provided in Attachment 2 must be submitted in a separate sealed envelope apart from the technical proposal. The cost proposal must include an itemized list of all costs associated with the performance of the contract. The cost proposal should be broken down by task. Cost estimates must be made for labor, travel & per-diem, contractual, and supplies/equipment, and an estimated cost for completion of each task.

## **6.06**

### **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 CONTRACT IS 100

## 7.01

### Understanding of the Project, Methodology, Project Plan (20 Percent)

Proposals will be evaluated against the questions set out below:

- [a] Does the offeror demonstrate understanding of the purpose and scope of the project?
- [b] Does the methodology depict a logical approach to meeting RFP requirements?
- [c] Does the offeror understand the expected deliverables?
- [d] Has the offeror proposed an acceptable time schedule for deliverables?
- [e] How well does the project plan support the project requirements and logically lead to the deliverables?
- [f] Has the offeror identified any issues and potential problems?
- [g] Is the organization of the project team clear?
- [h] To what degree is the proposal practical and feasible?

## 7.02

### Experience and Qualifications (30 Percent)

Proposals will be evaluated against the questions set out below:

*Questions regarding the personnel:*

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- [c] Does the Project Plan provide a consistent team for the State to work with?

*Questions regarding the firm:*

- [d] How extensive is the offeror's experience working with WebMethods software?
- [e] How extensive is the offeror's experience working with Oracle Universal Content Management software?

- [f] How successful is the general history of the firm regarding timely and successful completion of similar projects?
- [e] Has the firm provided letters of reference from previous clients, including subcontractors?
- [f] If a subcontractor will perform work on the contract, do they have a clear role and demonstrated experience?

## 7.03

### Contract Cost (40 Percent)

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.

The cost proposal must provide the information described in Section 6.05.

#### *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.

## 7.04

### Alaskan Offeror's Preference (10 Percent)

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

# SECTION EIGHT ATTACHMENTS

## 8.01 Attachments

### *Attachments*

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

Attachment 1

# 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 CONTRACT IS 100**

### 7.01 Understanding of the Project, Methodology, Project Plan (20%)

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

[a] Does the offeror demonstrate understanding of the purpose and scope of the project?

---

---

[b] Does the methodology depict a logical approach to meeting RFP requirements?

---

---

[c] Does the offeror understand the expected deliverables?

---

---

[d] Has the offeror propose an acceptable time schedule for deliverables?

---

---

[e] How well does the project plan support the project requirements and logically lead to the deliverables?

---

---

[f] Has the offeror identified any issues and potential problems?

---

---

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

---

---

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

---

**EVALUATOR'S POINT TOTAL FOR 7.01**

## **7.02 Experience and Qualifications— 30%**

Maximum Point Value for this Section - 30 Points  
100 Points x 30 Percent = 30 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] Does the Project Plan provide a consistent team for the State to work with?

*Questions regarding the firm:*

[d] Does the offeror have extensive experience in similar projects?

---

---

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

---

---

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

---

---

[g] If a subcontractor will perform work on the contract, do they have a clear role and demonstrated experience?

---

---

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

### **7.03 Contract Cost — 40 Percent**

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

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

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

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

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

### **7.04 Alaska Preference — 10 Percent**

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

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

**EVALUATOR'S POINT TOTAL FOR 7.04 (either 0 or 10)** \_\_\_\_\_

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

## ATTACHMENT 2 COST PROPOSAL FORM

Offerors should submit one copy of their cost proposal on the following form in a sealed envelope separate from the technical proposal.

Task	Cost Component	Cost	Additional Requirements
<b>Task 1 Enhanced Login</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies/Equipment</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 1</b>	_____	Self explanatory
<b>Task 2 Apps for Mgmt of Login Profiles &amp; Applicant Profiles</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies/Equipment</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 2</b>	_____	Self explanatory



<b>Task</b>	<b>Cost Component</b>	<b>Cost</b>	<b>Additional Requirements</b>
<b>Task 3 App for Reviewing Submitted Applications</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 3</b>	_____	Self explanatory
<b>Task 4 User Portal for Managing Application Forms</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 4</b>	_____	Self explanatory
<b>Task 5 Business Process Management (BPM) and User Interface for Application Review and Case Initiation</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.

<b>Task</b>	<b>Cost Component</b>	<b>Cost</b>	<b>Additional Requirements</b>
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 5</b>	_____	Self explanatory
<b>Task 6 System Documentation</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 6</b>	_____	Self explanatory
<b>Task 7 System Testing &amp; Acceptance</b>	<b>Labor (including benefits, indirect, profit, and overhead)</b>	_____	Put the total labor cost on this line. Attach detail of estimated number of hours and corresponding hourly rates for each individual proposed to work on the project.
	<b>Travel &amp; PerDiem</b>	_____	Provide total travel costs here, with detail attached.
	<b>Contractual</b>	_____	Put the total on this line. Provide a supporting breakdown of subcontractors and the services they will provide and the cost of each.
	<b>Supplies</b>	_____	Put the total on this line. Provide a supporting listing of anticipated supplies and/or equipment needed and the cost of each.
	<b>Estimated Total Cost for Task 7</b>	_____	Self explanatory

Task	Cost Component	Cost	Additional Requirements
Project	Estimated Total Cost for Entire Project (total for Tasks 1 through 7)	_____	Add the estimated total costs for each of the seven tasks and put the total here.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

**\*\*\*\*\* NOTE: ATTACH REQUIRED DETAIL TO THIS SHEET \*\*\*\*\***

**SUBMIT ONE COPY OF THIS COST PROPOSAL FORM AND ALL REQUIRED DETAIL IN A SEALED ENVELOPE SEPARATE FROM THE TECHNICAL PROPOSAL.**

# Attachment 3 STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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 Contractor	the
---------------	----------------------	-----

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
-------------------	------------------------

Mailing Address	Attention:
-----------------	------------

<b>12. CONTRACTOR</b>		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 alterations 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		
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee
Department/Division	Date	Date
Signature of Project Director		Typed or Printed Name
Typed or Printed Name of Project Director		Title
Title		

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

**Attachment 4**  
**02-093 (12/03/02)**  
**BACK 02-093 (04/01/03)**

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**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 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, 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.

## Attachment 5

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.

**2.1 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.