



STATE OF ALASKA
Department of Administration
Division of General Services
333 Willoughby Ave., 10th Floor
Juneau, AK 99801

Request For Proposals

RFP 2015-0200-2929

Date of Issue: **April 15, 2015**

Title and Purpose of RFP:

Alaska License & Vehicle Information Network (ALVIN) System Migration to a Windows Server-Based Platform

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.

Jesse Swanson
Procurement Officer
Department of Administration
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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 package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Administration
Division of General Services
Attention: Jesse Swanson
Request for Proposal (RFP) Number: 2015-0200-2929
Project name: Systems Migration to a Windows Server-Based Platform

Mailing Address:

PO BOX 110208
Juneau, AK 99811-0208

Physical Address:

333 Willoughby Avenue
Commissioner's Office
10th Floor, State Office Building
Juneau, AK 99801

Proposals must be received no later than 1:30 P.M., Alaska Time on **May 6, 2015**. Emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to doa.dgs.info@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email **must** contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at (907) 465-5785 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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.

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

The length of the contract will be from June 1, 2015 through April 30, 2017, with one one-year renewal option, to be exercised solely at the option of the State.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other

party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP: April 15, 2015
- Pre-Proposal Conference: April 22, 2015
- Deadline for Receipt of Proposals: May 6, 2015
- Issue Notice of Intent to Award: May 15, 2015
- Contract Start: June 1, 2015

1.03 Purpose of the RFP

The Department of Administration, Division of Motor Vehicles, is soliciting proposals to migrate the Alaska License & Vehicle Information (ALVIN) system to a Windows server-based platform and collaborate with DMV IT to provide documentation, training, knowledge transfer and post-implementation support throughout the term of the contract.

1.04 Budget

The budget is estimated at \$8,500,000 for the initial three-year term of the contract and including any subsequent renewal options.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed is at:

Department of Administration
Division of Motor Vehicles
619 E Ship Creek Ave., Ste 220
Anchorage, AK 99501-1610

The state will provide workspace for two members of the contractor's staff. The contractor must provide its own workspace for remaining staff that will be working on this project.

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

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

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

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

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/j/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 deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

1.09 Questions Received Prior to Deadline for Receipt 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 after receiving 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.

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.

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

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 the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.16 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, the state 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 Commissioner of the Department of Administration 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 Commissioner's determination regarding any questions of conflict of interest shall be final.

1.19 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.

1.20 Solicitation Advertising

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

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

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

1.23 Severability

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

1.24 Federal Requirements

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

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 date set as the deadline for receipt of proposals.

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 10:00 am, Alaska Time, on April 22, 2015 in the 10th floor Small Conference Room located at the State Office Building in Juneau, Alaska. Offerors are not required to attend in person; instead, they can call (800) 315-6338 and use the access code 97194 to participate in the meeting.

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

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 1.12 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 (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC 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 procurement officer or 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 they must meet these minimum prior experience requirements:

- **Technical Lead (expert, senior)**
This person is primarily responsible for applying application programming for the identified business rules and integrating the new system into the DMV operating environment. A resume should be provided which clearly demonstrates a minimum of five years of experience and expertise in successfully leading the design, implementation and delivery of system(s) of a similar scale or complexity as the ALVIN system.
- **Project Manager (expert, senior)**
The project manager is the single point of contact for the DMV Project Director. A resume should be provided which clearly demonstrates a minimum of five years of experience in Project Management methodology and the ability to provide consistent and concise reporting of tasks.
- **Programming Team of Six**
The programming team must consist of six programmers and level of experience and area of expertise should be provided. A resume should be submitted for each team member that will be working on this project.

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 list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

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

An Alaska Bidder Preference of five percent will be applied to the price in the proposal. The preference will be given to an offeror who:

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

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, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

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

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.

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

Offeror #3 receives 33.7 points.

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

**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(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall 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

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

[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 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 the DMV conference room at 517 West 7th Avenue, Suite 200 on the 1st floor of the DMV-IT Office in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, 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,

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

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

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

2.20 Protest

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

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

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

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

This contract will be a time and materials contract.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

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

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

3.08 Proposed Payment Procedures

The state will make payments based on a time & materials contract. Each billing must consist of an invoice with the amount of hours worked and the associated activity of each contractor resource. Payment will not be made until approved by the project director.

3.09 Contract Payment

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

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

3.10 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 the state may be grounds for the state to terminate the contract.

3.11 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.12 Termination for Default

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

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

3.13 Contract Changes - Unanticipated Amendments

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

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

3.14 Contract Invalidation

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

3.15 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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background

Historical and Informational Background

The Division of Motor Vehicles (DMV), a division of the Department of Administration, is responsible for maintaining the Alaska License and Vehicle Information Network (ALVIN), which encompasses all driver license and motor vehicle permitting applications for the State.

The DMV database resides on a mainframe computer and utilizes ADABAS, Natural and some COBOL programming.

The ALVIN System has been in place for 30 years. Although it has been a stable, secure, multi-user platform for transaction processing, it has become more difficult to recruit and retain experienced programming staff to maintain the system. Furthermore, the system is difficult to manage due to the turnover of staff over the years and iterations of programming changes made to the system. The current ALVIN System is an imperfect subset of the Department of Public Safety (DPS) database. When ALVIN was initially created; DMV was located in the Department of Public Safety but in the late 1990s was moved to the Department of Administration. In recent years ALVIN has been incrementally separating from supporting information systems in order to operate completely independent of DPS. The ALVIN system has many code routines that are interspersed with code no longer used strictly for motor vehicle activities. This causes problems when coding changes need to be made.

The current application architecture is based on technology that is either not flexible or is widely dispersed across multiple platforms and environments. DMV needs to transfer ALVIN to a current computing environment in order to increase the speed of ongoing development and provide new functionality. The ALVIN system has a number of shortcomings including:

- poor reporting capabilities,
- limited technologies for integrating with other systems,
- an unfriendly user experience, and
- limited support for World Wide Web (WWW) applications.

Though not impossible, it is both difficult and expensive to correct these problems with the current mainframe-based ALVIN system.

In order to overcome these limitations and achieve the benefits of a more flexible environment, DMV wishes to move the functionality provided by ALVIN on the mainframe to a Microsoft Windows platform. DMV is seeking a more flexible, scalable, maintainable, and integrated solution. The resultant solution should include of a suite of programs consisting of windows forms applications with a client-server architecture, web applications and web services. The new solutions must be written in C# (Microsoft .NET framework 3.5 or higher) and be hosted on a SQL Server.

Currently, the standard development environment utilizes Microsoft Visual Studio 2012 (Premium) and Microsoft SQL Server 2012. DMV does not envision changing this environment during the course of this project. However, DMV servers (VMs under VMware) are being transitioned from Microsoft Windows Server 2008 R2 to Microsoft Windows Server 2012 R2 Datacenter edition and will be the standard operating system in the future.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Administration (DOA), Division of Motor Vehicles (DMV), is soliciting proposals from qualified Offerors to migrate the Alaska License & Vehicle Information Network (ALVIN) System from a mainframe platform to a Windows Server-Based Platform.

The following activities make up the scope of work for this project to be performed by the contractor:

Windows Server-Based Platform

1. Replace the existing Natural / COBOL applications with new applications using C# programming language (Microsoft .net Framework 3.5 or higher).
2. The contractor may not use any proprietary software products, third party toolsets / DLLs etc. to create ALVIN.
3. A suite of programs should be used, consisting of windows forms applications with a client-server architecture, web applications and web services.
4. The contractor will migrate ADABAS data structures from the state mainframe to an SQL Server.
5. The contractor should not replicate (not re-engineer or significantly change) the functionality provided by the current mainframe programs/system.
6. The contractor shall create a modern, clean look and feel that should retain the current top level navigation in the system.

Existing Applications that Require Functionality with ALVIN

There are existing applications required to provide functionality with ALVIN and support DMV's routine daily customer transaction processing to maintain the integrity, accuracy and security of both driver license and motor vehicle records.

The contractor will develop interfaces and services to integrate the following applications:
(These do not require redesign)

- **American Association of Motor Vehicle Administrators (AAMVA) Applications.**
DMV is required to make real time inquiries through AAMVA in order to process certain transactions. The AAMVA interfaces are:-
 - CDLIS – Commercial Driver License Information System
This system is used to ensure that a driver has only one commercial driver license within the 51 U.S. jurisdictions.
 - HAVV – Help America Vote Verification
This system allows DMV to submit an inquiry to the Social Security Administration in order to determine mortality status of a voter applicant.
 - NMVTIS – National Motor Vehicle Title Information System
This system allows DMV to verify the validity of ownership documents before issuing a title. It also checks to see if the vehicle is reported as being stolen.

- PDPS – Problem Driver Point System

This system is used to search the National Driver Register, a repository of information on problem drivers provided by all 51 jurisdictions. Based on information received as a result of a search, PDPS will “point” the inquiring jurisdiction to the State of Record where an individual’s driver status and driving history information is stored. Using information received from the State of Record, DMV will decide if the applicant is eligible to receive a new driver license or renew an existing license.

- SSOLV – Social Security Online Verification

This system is used to verify that the Social Security Number (SSN) provided by a driver is accurate and belongs to the individual in question.

- Digital Image Access and Exchange

This system is used to exchange image information between DMV and other jurisdictions.

- **Batch Processes**

In addition to the online use cases that ALVIN supports, there are a number of scheduled batch processes that run periodically. These processes perform system administration tasks, generate reports, send and receive data to and from external partners, and execute other periodic processes (e.g. vehicle registration renewals). Most of these are written in the JCL scripting language. The JCL scripts may execute other programs that are written in either Natural or COBOL.

Not all of the current batch processes will need to be migrated to the new system. Those processes that do require migration will be identified and fully specified in terms of their implementation of business rules and execution schedule.

- **Image Document Retrieval System (IDRS)**

This system stores and retrieves all documents produced by DMV. Two types of documents are being processed: Driver License (DL) documents and Field Work (FldWrk) documents. These documents are scanned at a central location in two separate batches that correspond to each type of document. End users make use of IDRS retrieval forms to query available image documents and select them for viewing and/or printing.

- **Performance and Registration Information Systems Management (PRISM)**

This is a Federal Motor Carrier Safety Administration (FMCSA) system used to ensure that motor carriers prohibited from operating in interstate commerce by FMCSA may be denied registration by DMV.

- **Other Systems**

New and forthcoming State and Federal regulations may require the integration of additional services for non-US customer verification, image exchanges, and real-time insurance verification services.

Other State Agencies and Entities

The ALVIN system has other state agencies and entities that depend on certain services for their various missions. Early in the development process, the contractor will be required to consider the following agencies access and usage to support their existing processes.

- (a) The Department of Public Safety (DPS) is tightly integrated with DMV. The tasks defined and required for the new system must allow continued functionality between DMV and DPS.
- (b) Department of Revenue’s Division of Child Support Services processes driver license suspensions.
- (c) Department of Revenue’s Permanent Fund Division program uses the MyAlaska interface for identification purposes (against DMV data) in their processing of applications.

- (d) The Department of Transportation receives crash report data and is linked to the PRISM program, which provides a real-time verification registration process of certain commercial vehicles.
- (e) The Department of Health & Social Services enters messages on ALVIN regarding completion of alcohol awareness education.
- (f) The Division of Elections uses ALVIN for HAVV and SSOLV verification for voter registration processing.
- (g) The Alaska Court System and DMV exchange electronic data to provide citations/dispositions in support of the Driver 'Points System'.
- (h) External private sector businesses use ALVIN to obtain driving record information.
- (i) External private sector businesses use ALVIN to receive bulk vehicles records.
- (j) Vessel and Boat registration information is disseminated in a variety of formats to various businesses, the U.S. Coast Guard, and State municipal agencies.
- (k) The Life Alaska organization uses ALVIN to obtain organ donor information.

Project Management

Master Project Plan

At the beginning of the project, the contractor will identify the sequence and major tasks that will be necessary to create a fully functional system which can operate in a production environment independent of mainframe support and involvement.

Proposed Project Schedule

At the beginning of the project, the contractor will identify the timeline to implement and deliver the functional components of ALVIN in the form of software that can be deployed for demonstration, review, and use in a test environment by DMV.

Progress Reporting

Throughout the project, the contractor will report the progress of achieving the goals set out in the master project plan, as required by the DMV Project Director. The progress reports shall be submitted no later than 3:00 P.M. Alaska Time each Monday for the duration of the contract.

Project Resources

DMV IT staff will provide an outline of functional requirements with documentation, demonstration, and project meetings with the contractor.

Process maps, flowcharts, and detailed narratives that specify DMV business rules and input validations, required on a field-by-field basis, will be provided for each functional component of the system.

Data mapping will be clearly specified. As necessary, code segments for existing Natural/COBOL programs will be made available to explain the existing functionality at a granular level.

5.02 System Implementation

Database Design and Data Migration

- DMV-IT will design the SQL server database for the new system and will be responsible for Data Migration of legacy data (ADABAS to SQL Server).
- Data Model will be in place at the start of this contract.
- DMV-IT will manage and control the new database structure. Initial data migration will have commenced before this contract becomes active so there will be realistic sample data (real data in a development environment) available to the contractor's programming team from very early in the implementation phase.
- DMV-IT personnel are very familiar with the content, structure and use of this data and should be in a position to quickly and fully respond to questions from the contractor's programming team.
- DMV expects that the new database structure may be subject to change as performance efficiencies and coding efficiencies emerge through the development process.

Application Programming

- The contractor's development team should consist of an experienced project manager, one technical lead and a dedicated programming team of six programmers.
- The contractor's development team should be physically based in Alaska, to facilitate meetings and interactions that will be necessary throughout the contract term. Travel is not expected and DMV does not intend to pay for the contractor's travel to provide services under this contract. However, if the DMV project director determines travel is necessary, DMV may use a portion of the contract budget to pay for the contractor's travel expenses, as agreed upon by both parties.

5.03 Deliverables

The contractor will be required to provide the following:

- Detailed master project plan and overall project schedule which clearly identifies each major task that will be accomplished on a monthly basis.
- Provide a high level system architecture plan to document the implementation approach and technologies agreed upon by the DMV Project Director and the contractor.
- Create a test environment for DMV to test proposed source code and ensure DMV business rules are followed.
- Complete source code to implement the given functionality and provide it to DMV for evaluation and internal testing. In every case, the source code should include clear documentation specifying all build sequences, deployment methods and configuration options.
- In every case, provide a test data set to allow DMV to evaluate the accuracy and completeness of the business rules and other functionality.
- For each successful test data set, staged 'versions' of delivered software prototypes and/or products will be deployed in a dedicated test environment for evaluation, feedback and acceptance by DMV.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Information

In order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all the information requested. The minimum required content for each section of the proposal is described below.

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 claiming an Alaska preference, provide notice that the firm qualifies as an Alaskan bidder. Also it must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposal may cause the proposal to be considered non-responsive and the proposal may be rejected.

Proposals must contain the following sections in order:

- Technical Proposal
 - Proposal Checklist (Attachment A)
 - Proposal Cover Sheet (Attachment B)
 - Offeror's Certification (Attachment C)
 - Conflict of Interest Statement (Attachment D)
 - Preference Worksheet (Attachment E)
 - Overall Organization Experience and Qualifications
 - Professional Experience and Qualifications of Personnel
- Cost Proposal (Attachment F)
- Alaska Business License and any other required licenses

Note: The Technical Proposal and Cost Proposal must be in separated envelopes. No pricing information shall be included in the Technical Proposal. Your proposal should not be stapled or hardbound to facilitate easy reproduction.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

All proposals will be reviewed to determine if they are responsive and responsible. Proposals determined to be responsive will be evaluated using the criteria within this section. 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.

Offeror’s responses to each section will be rated by each PEC member assigning a score of 1, 5, or 10 (1 representing the lowest score, 5 an median score and 10 the highest score).

Points	Percent	Evaluation Criteria	Scoring Method
50	50%	Technical Proposal	Scored by PEC
40	40%	Cost Proposal	Scored by Procurement Officer
10	10%	Alaska Offeror's Preference	Scored by Procurement Officer
100	100%	Total	

Technical Proposal (50 Points)

A maximum of **50%** of the total evaluation points will be assigned to this section. Offerors response must clearly indicate the following:

Understanding of the Project (10 Points)

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

Response to this section will be evaluated against the following questions.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the offeror identified pertinent issues and potential problems related to the project?
3. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
4. Has the offeror demonstrated an understanding of the state’s time schedule and they can meet it?

Methodology Used for the Project (10 Points)

Response to this section will be evaluated against the following questions.

1. How comprehensive is the offeror’s methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and achieve the objectives set out in the RFP?

3. Does the methodology interface with the time schedule in the RFP?

Management Plan for the Project (10 Points)

Response to this section will be evaluated against the following questions.

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined?
3. Is the organization of the project team clear?
4. How well does the management plan illustrate the lines of authority and communication?
5. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
6. Does it appear that the offeror can meet the schedule set out in the RFP?
7. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8. To what degree is the proposal practical and feasible?
9. To what extent has the offeror identified potential problems?

Experience and Qualifications (20 Points)

Offeror must provide detailed resumes of the firm's personnel – Technical Lead (expert, senior), Project Manager (expert, senior), and Programming Team – that will be assigned to perform the services being requested in this RFP

Response to this section will be evaluated against the following questions.

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How well has the firm demonstrated experience in completing similar projects on time and within budget?
5. How successful is the general history of the firm regarding timely and successful completion of projects?
6. Has the firm provided letters of reference from previous clients?
7. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Cost Proposal (40 Points)

Offerors must submit their cost proposal utilizing the Attachment F. A maximum of **40%** of the total evaluation points will be assigned to cost. The lowest cost proposal will receive the maximum number of points allocated to cost.

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%** of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

Attachments

ATTACHMENT A: PROPOSAL CHECKLIST

ATTACHMENT B: COVER SHEET

ATTACHMENT C: OFFEROR'S CERTIFICATION

ATTACHMENT D: CONFLICT OF INTEREST STATEMENT

ATTACHMENT E: PREFERENCE

ATTACHMENT F: COST PROPOSAL

ATTACHMENT G: STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

ATTACHMENT H: APPENDIX A

ATTACHMENT I: APPENDIX B2

ATTACHMENT J: NOTICE OF INTENT TO AWARD A CONTRACT

Note: Attachments G through J are for informational purposes and they're not to be included in either the Technical Proposal or Cost Proposal.

Attachment A – Proposal Checklist

The following documents are required for your proposal. You should certify that you have submitted each document by marking the check boxes in the “Included” column of the table below. Each required Attachment must be included in your proposal.

ATTACHMENTS	DOCUMENT TITLE	INCLUDED?
Attachment A	Proposal Checklist	<input type="checkbox"/> YES
Attachment B	Proposal Cover Sheet	<input type="checkbox"/> YES
Attachment C	Offeror’s Certification	<input type="checkbox"/> YES
Attachment D	Conflict of Interest Statement	<input type="checkbox"/> YES
Attachment E	Preference Worksheet	<input type="checkbox"/> YES
	Organization Experience and Qualifications	<input type="checkbox"/> YES
	Professional Experience and Qualifications	<input type="checkbox"/> YES
Attachment F	Cost Proposal	<input type="checkbox"/> YES

Attachment B – Proposal Cover Sheet

OFFEROR INFORMATION

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.

This form shall be the cover page for the offeror's proposal. In the space provided, enter the requested offeror identification information. Use this form to indicate your acknowledgement of the response conditions.

RFP NUMBER:	RFP 2015-0200-2929
RFP NAME:	ALASKA LICENSE & VEHICLE INFORMATION NETWORK (ALVIN) SYSTEM MIGRATION TO A WINDOWS SERVER-BASED PLATFORM
OFFEROR NAME:	
MAILING ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
FEDERAL TAX ID #:	
ALASKA BUSINESS LICENSE NUMBER:	
CONTACT NAME:	
TITLE:	
E-MAIL ADDRESS:	
ALTERNATE PHONE #:	

PROPOSAL CERTIFICATION:

BY SIGNATURE ON THIS PAGE, THE OFFEROR HEREBY CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND SERVES TO BIND THE OFFEROR TO THE PROVISIONS OF THE RFP.

SIGNATURE

DATE

TITLE

Attachment C – Offeror’s Certification

Acknowledge the following statements, conditions, and information by clearly marking the space provided. Failure to comply with these items may cause the proposal to be determined nonresponsive and the proposal may be rejected or the state may terminate the contract or consider the Offeror in default.

#	CONDITION/CERTIFICATION	RESPONSE
1	Offeror certifies that 100% of all services provided under the resulting contract by the offeror, joint venture partners, and all subcontractors shall be performed in the United States. (RFP 1.05)	<input type="checkbox"/> YES
2	Offeror complies with the laws of the State of Alaska. (RFP 1.16)	<input type="checkbox"/> YES
3	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964. (RFP 1.16)	<input type="checkbox"/> YES
4	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government. (RFP 1.16)	<input type="checkbox"/> YES
5	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. (RFP 1.16)	<input type="checkbox"/> YES
6	Offeror confirms that programs, services, and activities provided to the general public under the resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government. (RFP 1.16)	<input type="checkbox"/> YES
7	Offeror complies with all terms and conditions set out in this RFP. (RFP 1.16)	<input type="checkbox"/> YES
8	Offeror affirms that this response was independently arrived at, without collusion, under penalty of perjury. (RFP 1.16)	<input type="checkbox"/> YES
9	Offeror response and cost schedule shall be valid and binding for 90 days following the response due date. (RFP 1.16)	<input type="checkbox"/> YES
10	Offeror acknowledges that this engagement with the state is subject to the Alaska Public Records Act, AS Title 40, Chapter 25 and that the state may be required to disclose certain information in response to requests for public information made under the Act. (RFP 1.14)	<input type="checkbox"/> YES
11	Offeror certifies that offeror has a valid Alaska business license. (RFP 2.11)	<input type="checkbox"/> YES
12	Offeror has reviewed the RFP for defects and objectionable material and has provided comments to the procurement officer. (RFP 1.08)	<input type="checkbox"/> YES
13	Offeror agrees to the state’s Standard Agreement Form. If the answer is NO, per Section 3.03, any objections to the agreements must be identified in a document attached to the offeror’s proposal. (RFP 3.03)	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Offeror agrees to not restrict the rights of the state. (RFP 1.12)	<input type="checkbox"/> YES
15	Offeror understands and agrees to comply with all statutes, regulations, and policies regarding nondisclosure and confidentiality. (RFP 3.16)	<input type="checkbox"/> YES

Attachment D – Conflict Of Interest Statement (MARK ONE)

One of the boxes below must be checked (by marking an “X”). If the second box is marked, indicating a possible conflict of interest, disclose the nature and full details of the conflict in the space provided. Please refer to RFP 1.18 for conflict of interest guidelines.

<input type="checkbox"/>	Neither the firm nor any individual proposed (including subcontractors or joint venture partners) has a possible conflict of interest.
<input type="checkbox"/>	The firm and/or an individual proposed have a possible conflict of interest. Describe the nature of the conflict in the space below.

LOCATION-OF-WORK / HEADQUARTERS IN TIER 3 COUNTRIES

Certify the following statement by marking “X” in the space provided. Please refer to RFP 1.05 for guidelines. By signature on their proposal, the offeror certifies that:

<input type="checkbox"/>	The offeror and all subcontractors and joint venture partners are 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.
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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 nonresponsive, or cancel the contract.

Attachment E – Preference Worksheet

Please answer the following questions regarding the State of Alaska preference.

Are you claiming any State of Alaska preferences? (If “Yes”, please answer the questions below). (RFP 2.13, 2.14, and 2.16)	<input type="checkbox"/> YES
---	------------------------------

#	Questions	RESPONSE
1	Do you currently hold an Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Is the company name submitted on this proposal the same name that appears on the current Alaska Business License?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Has your company maintained a place of business within the State of Alaska staffed by the offeror or an employee of the offeror for a period of six months immediately preceding the date of the proposal?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Is your company 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 former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the state?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Attachment F – Cost Proposal Form

Instructions: Offeror must use this form and complete all portions to provide a response to their Cost Proposal. Modifications to the format of this template may result in disqualification. This form must be signed and submitted in a separate envelope from the Technical Proposal, per the requirements of section 1.01 of the RFP.

The “Aggregated Grand Total” will be the used for evaluation of cost proposals. The “Estimated Hours of Services” on this Cost Proposal **does not** represent a minimum or maximum allowed by the State, they are estimates and will be used for evaluation. The State **does not** guarantee any minimum or maximum purchase.

COMPANY NAME: _____

Cost Proposal Guidelines:

1. Enter an hourly rate for each staff that will perform services described in the RFP.
2. Multiply the hourly rate by the estimated hours to arrive at the annual fees for each staff member.
3. Calculate the sum of staff annual fees into a Total Annual Cost.

In case of mathematical error in extending the costs, the hourly rate price will prevail.

Staff Job Title	Team Member Name	Estimated Number of Annual Hours	Hourly Rate	Annual Fees
Technical Lead		260	\$	\$
Project Manager		260	\$	\$
Programming Team		260	\$	\$
			Total Annual Cost =	\$

SIGNATURE

DATE

TITLE

Attachment G – Standard Agreement Form

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	

This contract is between the State of Alaska,

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.

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:

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

13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date	
Signature of Project Director		Typed or Printed Name
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 H – 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.

- 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.
 - a. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- a. Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
 - a. 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.
 - b. 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 a 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.
 - o 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.
 - o 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.
 - o 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.

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. 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.

Attachment I – Appendix B2

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, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Attachment J – Notice of Intent to Award



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:

RFP NO.:

RFP OPENING DATE:

RFP 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. The responsible and responsive offerors whose proposal was determined in writing to be the most advantageous are indicated. An offeror 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. Offerors are advised that this Notice of Intent to Award a Contract may be the only Notice of Intent to Award a Contract that is issued, even if there are revisions as to an apparent award resulting from a protest or resulting from other changes that result in new apparent winning offeror. As such, this Notice of Intent to Award a Contract may be the only opportunity for an offeror to file a protest.

The offerors identified here as submitting the most advantageous proposal are instructed not to proceed until a contract, or other form of notice is given by the Contracting Officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offeror	Points

SUMMARY