



STATE OF ALASKA
Department of **Education and Early Development**
Division of **Alaska Commission on Postsecondary Education**
3030 Vintage Boulevard
Juneau, Alaska 99801

Request For Proposals

RFP Number 2015-0500-2693

Date of Issue: July 24, 2014

Title and Purpose of RFP:

2015 Grant/Scholarship Servicing System

The Alaska Commission on Postsecondary Education (ACPE) is soliciting proposals for a contractor with the appropriate experience and skills to develop and implement a grant and scholarship servicing system. The system will house confidential student data from multiple sources for the purpose of awarding State grant and scholarships to eligible recipients.

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.

Cheryl Sams
Procurement Officer
Alaska Commission on Postsecondary Education

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit four (4) hard copy 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:

Alaska Commission on Postsecondary Education
Attention: **Cheryl Sams**
Request for Proposal (RFP) Number: **2015-0500-2693**
Project Name: **2015 Grant/Scholarship Servicing System**

If using U.S. mail, please use the following address: PO Box 110505 Juneau AK 99811-0505

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

Proposals must be received no later than 1:30 P.M., Alaska Time on **August 14, 2014**. Emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

Important Note: there is no overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two days.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to Cheryl.Sams@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 907-465-6698 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.

PROCUREMENT OFFICER: **Cheryl Sams** - PHONE **907-465-6698** - FAX **907-465-5316** - TDD **907-465-3143**

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

1.02 Contract Term and Work Schedule

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 the date of award, approximately September 8, 2014, until completion, no later than May 1, 2015, or another mutually agreeable date.

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 **July 24, 2014**
- Pre-Proposal Conference **July 31, 2014**
- Deadline for Questions **August 4, 2014**
- Deadline for Receipt of Proposals **August 14, 2014**
- Proposal Evaluation Committee complete evaluation by **August 21, 2014**
- State of Alaska issues Notice of Intent to Award a Contract **August 28, 2014**
- State of Alaska issues contract **September 8, 2014**
- Contract start **September 22, 2014**
- First contractor work period **to be determined**

1.03 Purpose of the RFP

The Alaska Commission on Postsecondary Education is soliciting proposals for a contractor with the appropriate experience and skills to develop and implement a grant and scholarship servicing system. The system will house confidential student data from multiple sources for the purpose of awarding State grant and scholarships to eligible recipients.

1.04 Budget

The Alaska Commission on Postsecondary Education estimates a design and implementation budget of between **\$300,000** and **\$400,000** dollars for completion of this project. Proposals priced at more than **\$460,000** will be considered non-responsive. Please note that the yearly contract maintenance should not be included as part of the design and implementation cost. It should be included as a separate item on the cost worksheet in attachment 6.

The Offeror will quote the annual maintenance cost for 3 years. Please include a draft copy of the offeror's standard maintenance agreements. This cost will be considered in the cost scoring but should be noted separately from the design and implementation cost mentioned above. The maintenance phase of the project will begin once the system is fully implemented and accepted by the ACPE Project Manager.

1.05 Location of Work

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

The contractor should be aware that ACPE requires the offeror's project manager and programmer to make a minimum of one (1) trip to Juneau, Alaska. The transportation, lodging, and per diem costs will be paid by ACPE and should NOT be included in the price proposal. Travel to other locations will not be required.

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. No further question will be allowed after 4:00 PM AST, on August 4, 2014.

All questions must be sent via email to the procurement officer at: cheryl.sams@alaska.gov

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 (see section 2.8). 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.

The offeror should also describe any previous joint venture between these firms.

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 Executive Director of ACPE reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

1.19 Right to Inspect Place of Business

At reasonable times, 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 News Releases

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

1.22 Assignment

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

1.23 Disputes

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.

1.24 Severability

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

1.25 Federal Requirements

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

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 **8:30am** Alaska Time, on **July 31, 2014**, in the Juneau conference room at ACPE's offices located at 3030 Vintage Park in Juneau, Alaska. Offerors may also attend via WebEx at (<https://alaskadvantage.webex.com/alaskadvantage/j.php?ED=316050932&UID=480815427&RT=MIMz>) and teleconference at (1-800-315-6338 access code: 67401). 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 offerors must meet these minimum prior experience requirements.

- Experience designing and implementing a minimum of three (3) databases of similar complexity and scope.
- Experience designing student financial aid management systems that include FAFSA data, either directly or through the use of a subcontractor to provide technical expertise.
 - If the Offeror does not have the required expertise relative to financial aid management systems including FAFSA data on staff, they may subcontract with a person whose resume demonstrates they have the required experience, as long as the expertise remains contracted for the duration of the contract and complies with the provisions set out in section *1.15 Subcontractors*.
 - Note: Please provide details on how the offeror will meet the financial aid management system experience requirement, including the name and resume of any contracted expert.

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 or visit their website at <http://commerce.alaska.gov/dnn/cbpl/BusinessLicensing/BusinessLicensingFormsFees.aspx>. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

2.12 Application of Preferences

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

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

- Alaska Products Preference - AS 36.30.332**
- Recycled Products Preference - AS 36.30.337**
- Local Agriculture and Fisheries Products Preference - AS 36.15.050**
- Employment Program Preference - AS 36.30.321(b)**
- Alaskans with Disabilities Preference - AS 36.30.321(d)**
- Alaska Veteran's Preference - AS 36.30.321(f)**

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

2.13 5 Percent Alaska Bidder Preference AS 36.30.321(a), AS 36.30.990(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 (7) to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

**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 Alaska Commission on Postsecondary Education conference room at 3030 Vintage Blvd., in Juneau, Alaska. Negotiations may be conducted telephonically.

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

2.18 Failure to Negotiate

If the selected offeror

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

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 is a firm fixed cost contract to include design and implementation of the system and three (3) years of maintenance.

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 Executive Director of ACPE or the 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

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

3.08 Proposed Payment Procedures

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

3.09 Contract Payment

No payment will be made until the contract is approved by the Executive Director of ACPE or the 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 Informal Debriefing

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

3.11 Contract Personnel

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

3.12 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the 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.

3.13 Termination for Default

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

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

3.14 Contract Changes - Unanticipated Amendments

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

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

3.15 Contract Invalidation

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

3.16 Nondisclosure and Confidentiality

The contractor must agree that all source code developed or utilized in this product will be the property of the State of Alaska. ACPE will also have the right to access the source code, obtain a copy and/or conduct code reviews at any time, or hire third party testers.

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

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

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

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

Any personally identifiable information as governed by state or federal law.

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

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Recent State of Alaska legislation significantly alters the Alaska Education Grant (AEG) administered by the Alaska Commission on Postsecondary Education. To implement the changes, ACPE is seeking to purchase a new grant and scholarship servicing system to service the grant and the state’s existing Alaska Performance Scholarship (APS). More information about the Alaska Education Grant can be found at acpe.alaska.gov/STUDENT-PARENT/Grants_Scholarships/Alaska_Education_Grant and the Alaska Performance Scholarship information can be found at aps.alaska.gov.

The successful offeror will be tasked with developing the software for ACPE to service the both the AEG and APS, including selection of the recipient, awarding of funds, and tracking of continuing eligibility; and for postsecondary schools and individual students to manage their grant and scholarship awards.

Technical Background

The Commission desires a client/server based solution with the application residing on Windows Server 2012 utilizing MS SQL 2012 or greater and IIS 8.5 or greater. The State of Alaska has set standards for IT projects that all development efforts must meet. Those standards, which all offerors are responsible to read in detail and thoroughly understand, are described online at <http://doa.alaska.gov/ets/plan/standards.html>. Summary information is as follows:

Development Tools - Custom Application Development	Development Environment of Microsoft .net, Visual Studio or JAVA, Crystal Reports
Development Tools - Internet / Intranet Application Development	Development Environment of Microsoft .net, Visual Studio or JAVA, Crystal Reports Adobe Creative Suite. Crystal Reports, JAVA, Google, DT Search, Soap, XJ\1L, Jdeveloper and Jbuilder, MS Visual Studio
Server - Enterprise or Departmental Database	ACPE's Enterprise database is Microsoft SQL
Digital Certificates	Verisign as the Certifying Authority for SSL certificates and for Code-signing certificates
Network – Firewall	Cisco ASA, Checkpoint

Note that the appearance of any public facing Website will be expected to comport with ACPE’s existing site at www.akadvantage.alaska.gov. ACPE anticipates hosting the final product in the State’s DMZ or at the state’s contracted hosting supplier; no Web hosting is required as part of this RFP.

ACPE’s LAN technical platform as of July 2014 is as follows: ACPE operates two local area networks in Juneau and Anchorage that are connected to each other via 1mb WAN links and a shared Windows Active Directory provided by the State of Alaska. However, the system should include internal authentication and security as it will not use the external SOA AD for user authentication or security. The LANs are 100mb switched Ethernet with approximately 100 nodes in Juneau and 25 in Anchorage. The standard desktop configuration is a Core-i5 Windows7 workstation with 8-GB of RAM but should run smoothly on a Pentium Windows7 PC with 4-GB of RAM based on school and student usage.

The final product will reside on hardware provided by the state within the SOA Anchorage DMZ or at the state’s contracted hosting supplier. As such, it will be “stand-alone” and not have direct access or connectivity to the development or production LANs mentioned above.

The State of Alaska uses MyAlaska for electronic signatures and client access authentication. ACPE expects to utilize MyAlaska for this system. Documentation of State of Alaska security standards and MyAlaska will be

available once a standard non-disclosure agreement has been signed by the successful offeror.

ACPE currently manages the Alaska Education Grant (AEG) and Alaska Performance Scholarship (APS) on the GrantPro system, developed by NelNet. Prior to implementation of the APS, ACPE managed the AEG on GoldBridge's GrantNet system, both of which were customized for ACPE.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Alaska Commission on Postsecondary Education (ACPE), is soliciting proposals for a grant and scholarship servicing system. There are two types of requirements addressed in III and IV of these specifications:

- Mandatory (pass/fail) Requirements (Section III): An Offeror must be able to satisfy all these requirements to be deemed responsive.
- Desired Features (Section IV): These are scored non-mandatory requirements the Agency is interested in having but are not required in order for a proposal to be considered responsive.

I. Experience (Mandatory)

Offeror must provide references and supporting material to document that they have designed and implemented a minimum of three (3) applications of similar complexity and scope. Offeror must have or must be able to provide resources with experience designing student financial aid management systems that include FAFSA data, either directly or through the use of a subcontractor to provide technical expertise.

- If the Offeror does not have the required expertise on staff, they may subcontract with a person whose resume demonstrates they have the required experience, as long as the expertise remains contracted for the duration of the contract. Resume must be provided with Offeror's proposal (see section 1.15 *Subcontractors*).
- Offeror must provide details on how they will meet the financial aid management system experience requirement, including the name and resume of any contracted expert.

II. Project Timeline

ACPE would like the system to be fully implemented prior to April 30, 2015. If full implementation cannot be achieved, the system must have all required transactional functionality for the grant program to begin making awards no later than April 30, 2015. This means the scholarship functionality may be delayed until June 20, 2015 if necessary. Preference will be given to offerors with the ability to fully implement the system for both the grant and scholarship prior to the specified date.

Upon notice of intent to award, ACPE shall negotiate a detailed implementation schedule with the successful Offeror.

III. Mandatory Technical Requirements

All items listed in this section are Mandatory Requirements. Offerors must indicate either "yes" or "no" to each requirement in their Proposals and provide a detailed explanation as to how they intend to meet the requirement. The offerors response should address the items listed at the X.X level, at a minimum. Saying the Contractor understands and agrees to meet the requirement is insufficient and will be considered non-responsive. By indicating "yes" an Offeror agrees that it shall comply with that requirement throughout the full term of the Contract, if the Offeror is successful. In addition, if specified by the requirements or if the context otherwise requires, the Offeror shall provide references and/or supportive materials to verify the Offeror's compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Offeror demonstrate compliance with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate compliance with the Mandatory Requirements, the Agency may reject the Proposal.

1. Proposed System

1.1 Basic System Requirements

- 1.1.1 The solution must allow the management of multiple grant and scholarship programs.
 - 1.1.1.1 The system must be scalable and flexible to allow the ability to implement additional grant/scholarship programs.
- 1.1.2 The system may be an 'out of the box', modified, or developed system, customized to fully meet the specific needs of Alaska's grant and scholarship programs.
- 1.1.3 The system must have ability to convert/import required records of current recipients and eligible students, to ensure that award rules are maintained to make new or continuing grant/scholarship awards. Rules may be term-specific, year-specific, program-specific, or student-specific; and they may be cumulative, carrying over from year to year.

1.2 Program Year Setup

- 1.2.1 The system must allow agency users the ability to set up new academic years for scholarship and grant data.
 - 1.2.1.1 The system must have the ability to import ISIR information beginning on January 1 for the following academic year, while continuing to process transactions for the current academic year.
- 1.2.2 The solution allows agency staff to setup and transition from one year to the next without the need for programmer involvement.
- 1.2.3 The solution allows the ability for agency users to closeout prior program years including the following:
 - 1.2.3.1 The release of funds that were not disbursed to the student prior to the end of year closed out.
 - 1.2.3.2 Reports to reconcile annual expenditures by student, by fund, by school, by program, and other parameters as needed, along with the associated updating of student accounts.

1.3 Program Eligibility

- 1.3.1 The system must enable agency users to set and manage eligibility criteria for each separate program, and for separate award levels and rules within individual programs.
 - 1.3.1.1 System must include an automated process to set rules for and to determine student eligibility, based on data elements provided.
 - 1.3.1.2 System must automatically update continuing student eligibility each year, based on formulas and data elements provided.

1.4 File Exchange

- 1.4.1 The solution must allow for file exchanges to create/update the student account record, including data from the following sources:
 - 1.4.1.1 FAFSA/ISIR data (file format information provided in Attachment 7).

1.4.1.2 Data file from ACPE that contains high school qualifying information (file format information provided in Attachment 7).

1.4.1.3 Certification and enrollment update files from postsecondary institutions (see 1.5.1), and

1.4.1.4 Disbursement rosters and updates from ELM NDN.

1.4.1.5 Historical scholarship and grant recipient information (one time import)

1.4.2 The solution must allow for manual updates to student records, such as changes in the amounts awarded and in student eligibility requirements, as well as apply automated edits that update eligibility based on changes in student records or changes in program rules.

1.4.3 The solution must provide the ability for a student to manually enter application data (scholarship recipients only).

1.5 Certification

1.5.1 The solution must provide school users the ability to automatically or manually input student enrollment, bio/demo, academic, cost and financial information, and other related information, including Satisfactory Academic Progress and continuing program eligibility.

1.5.1.1 Provide an automatic file upload and download process for school users using an open source file format such as CSV or XML.

1.6 Awarding

1.6.1 The solution must provide the ability to automatically allocate funds to students based on eligibility hierarchy and continuing eligibility requirements, and for ACPE users to manually override the automated process on a student-by-student basis.

1.6.2 Provide the ability for ACPE users to set up standard award rules for each program/program year.

1.6.3 The system must be able to allocate multiple disbursements within a given program year to students who meet program eligibility requirements, and contain edits to prevent overawarding of the amount of available funds.

1.6.4 Ability to manually add or cancel awards

1.6.5 Ability to run multiple iterations of awarding as additional students get certified or additional funds become available.

1.7 Disbursement

1.7.1 The system must have the ability for agency and school users to create, adjust, reschedule, cancel or refund disbursements on a global, school-by-school, or individual student and/or individual term basis.

1.7.2 The system must have the ability to automate the creation of a data file compatible with ELM National Disbursement Network (NDN) in order to facilitate fund disbursement to schools.

1.7.3 The system must automatically schedule multiple disbursements within a given year for awarded students, based on the dates set by the school.

1.7.4 The system must include ability for schools and for ACPE to override dates on an individual student basis.

1.8 Reporting

- 1.8.1 Canned report generation, including but not limited to activity and management reports, audit reports, and school award and disbursement reports.
- 1.8.2 Easily create custom queries and reports for agency and school users.
 - 1.8.2.1 Ability for ACPE and school users to select program years and data elements to be included in reports, and to export reports as CSV or other standard formats for upload to Excel, Access, etc.
- 1.8.3 Provide detailed “how to” reporting non-technical user manual and assistance creating custom reports as needed.

1.9 Web Based/Student Portal/School User Web Access

- 1.9.1 The system must use MyAlaska to authenticate a student’s identity.
- 1.9.2 All mainstream browsers should be usable, with the application being browser agnostic.
 - 1.9.2.1 Web portal must provide analytics relative to number of visits to sites, most common referring browsers, automated reporting of broken links, most frequently visited pages, etc.
 - 1.9.2.2 Provide a platform that is easily useable on mobile devices.
 - 1.9.2.3 System must be updated to be compatible with new browser updates within 6 months of a new release of a mainstream browser.
- 1.9.3 The solution will provide a dynamic front-end that authenticates users and allows potential recipients to view account status and provide information to ACPE including, but not limited to, the following.
 - 1.9.3.1 Provide information about the high school the student graduated from, if not already known.
 - 1.9.3.2 Confirmation of intent to use grant funds
 - 1.9.3.3 Change of institution
 - 1.9.3.4 The ability to opt out of public information releases
- 1.9.4 Web portal must include functionality for the agency to post announcements to all users, or to select groups of users, without the need for vendor intervention.

1.10 Modeling

- 1.10.1 The solution must be able to project future annual program costs based on applications received, program eligibility criteria, and historical program data.
- 1.10.2 Solution must include functionality for ACPE business users to model awarding during and in advance of academic years, to identify which specific individual students or groups of students would or would not be awarded given various hypothetical funding levels or program eligibility rules.

1.11 Correspondence

- 1.11.1 The system must produce mail merge information to produce letters to students for a variety of reasons.
- 1.11.2 The system must automatically provide a journal entry in the student account indicating correspondence, written or email, was generated for a student.

1.12 User Management

- 1.12.1 The system must provide a login management system.
- 1.12.2 The system must enable/restrict program and student data that users in various roles can input, update, and view.
- 1.12.3 User authentication must be role-based (admin, primary user, sub-user, manager, etc.) and configurable according to a user's duties and responsibilities.

1.13 Transaction History

- 1.13.1 Ability to provide the agency users with audit reports of relevant log information. Information must include, but not be limited to, who logged into the system, what information was accessed, what changes were made, and the date/time changes were made.
- 1.13.2 Each student account should include a journal history automatically logging each transaction processed for that student, including the ability for ACPE users to enter a transaction manually
- 1.13.3 System must include automated audit reports to generate audit trail relative to which users logged into the system and indicate what transactions were performed.

1.14 Document Library

- 1.14.1 Solution must have the capability for ACPE business users to upload and index document images to student accounts, and to delete documents.

1.15 Comments on Student Account

- 1.15.1 The solution must allow agency and school staff to add and view comments on the student's account.
- 1.15.2 Allow agency staff the ability to delete a comment if necessary.

2. Hardware and Software Requirements

- 2.1 Ownership of Data - Any and all data uploaded to and generated within the solution remains the property of ACPE.
- 2.2 Source Code - The Agency requires that the source code will become the property of ACPE upon delivery. Successful offeror may include a contract requirements that ACPE will not resell the code or provide the code to other organizations.
- 2.3 Hosting Location – ACPE or its contractor will host the hardware and provide a virtual machine for software installation.
 - 2.3.1 ACPE will facilitate contractor access to the hardware.

2.3.2 Servers will be Microsoft-based using a Windows operating system.

2.3.3 Databases will be Microsoft based using SQL server software.

2.4 Offeror will assist with the implementation of the application(s) from both functional and technical perspectives, including project planning and specification, development of components for inputting data and generating reports, installation, and testing.

2.5 ACPE will provide for daily database and software backup to ensure that, should a system crash occur, no more than 24 hours of data is lost.

2.5.1 Should a crash or system malfunction occur, offeror must provide instructions and assistance to ensure the system is back up and fully functional within 2 working days.

2.5.2 If available, the offeror will provide a history of transactions that affected the database since the last system backup.

3. Information Security

3.1 System must be designed to protect student privacy in compliance with Family Educational Rights and Privacy Act (FERPA) requirements.

3.2 The successfully offeror is responsible for:

3.2.1 The security of non-public or personally identifiable information on the systems under its control.

3.2.2 Data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors (if any) in connection with the services.

3.2.3 Conducting appropriate audit and oversight activity to ensure any subcontractor complies with all terms and conditions of any contract between the offeror and ACPE.

3.3 The successful offeror and all subcontractors will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of personal information. In the event of a security incident, the affected party will promptly:

3.3.1 Assess the nature and scope of the Security Incident.

3.3.2 Identify the Personal Information involved, if any.

3.3.3 Take appropriate steps to contain, control and stop the Security Incident.

3.3.4 In the event personal information was compromised, notify ACPE of the security incident immediately upon becoming aware of the incident,.

4. Post-Delivery Documentation

4.1 Contractor is to provide the following documentation upon completion of installation:

4.1.1 Current and accurate software documentation.

4.1.2 Operator Instructions - Written operator instructions for the operation of the system and software routines.

4.1.3 Service Manuals - Current and accurate service manuals are to be provided with the system.

4.1.4 Data Table Structure and Relationships – Data elements included in each table, key fields linking tables, and a database map showing relationships among tables.

4.1.5 Data Dictionary – Including technical specifications of the data (type, length, element name, whether required or optional, allowed values, etc.) and descriptive narrative of the data element, a crosswalk of allowed values to their definitions (if required), and data limitations.

5. Maintenance and Support Services

5.1 Contractor will provide same day response time on system issues and outages.

5.2 Provide ongoing support to include training, trouble shooting, and testing.

6. Training - Contractor will provide training for the following user groups, at a minimum:

6.1 Agency Administrators

6.2 Agency Users

6.3 General School Users

6.4 Read Only Users

IV. Desired Technical Features

- Correspondence – These are desired items in addition to the ones listed in *1.11 Correspondence*.
 - The system has the ability to send customized email notifications to students.
 - The system has the ability to produce customized letters to specific populations of students on a scheduled and ad hoc basis, and to provide a journal entry in the transaction history.
- In addition to the features outlined in *1.4.1*, the solution provides the capability to automatically import FAFSA (ISIR) data and transfer the submitted data to the solution's application.
 - Provide for daily downloads from the federal contractor's ISIR database
 - Log information to the student's account when a record is updated.
- The solution enables automated matching of student data (based on name and date of birth) without the use of a Social Security Number to FAFSA/ISIR data via a file upload process. This is in addition to the items outlined in *1.4 File Exchange*.
- Reporting - These are desired items in addition to the ones listed in *1.8 Reporting*.
 - Management dashboards are desired; however, the software tool must be able to allow the administrators the ability to determine what level of detail is provided to various users.
 - The ability to match students and schools to various geographic regions, including school districts, legislative districts, boroughs/census areas (county equivalents), etc, and generate reports on the same.
 - Reports will include the ability to provide pre-determined point-in-time / date references as identified by the user. At a minimum these would include month end and quarter end reports.
- The system shall provide a testing region to give the agency user the ability to enter and save different program eligibility and award payment scenarios so that comparison analysis can be performed to determine how sensitive program expenditures are to various types of program eligibility changes; regardless of whether a testing region is provided, the requirements listed under modeling are mandatory.
- The system gives staff the ability to view the student account through the student's web portal and effectively emulate what the student is seeing.

V. Glossary of Terms

Administrative Users – ACPE users with a high level of access which allows them to perform all of the duties of an agency user as well as assign users, reset passwords, correct data, etc.

Agency Users – ACPE users who have the ability to do the day to day processing of student records including enter data, image files to the student account, process files.

Alaska Education Grant (AEG) – A grant program that provides need-based financial assistance to eligible Alaska students attending postsecondary educational institutions in Alaska.

Alaska Performance Scholarship (APS) – A scholarship that provides an opportunity for Alaska high school students to help cover the cost of an Alaska postsecondary education.

Eligible – To meet all of the eligibility criteria to receive a grant or scholarship. Applicable Alaska Statutes and Regulations can be found on the ACPE website at http://acpe.alaska.gov/Home/About_Us/Statutes_and_Regulations.

ELM National Disbursement Network (NDN) – A financial aid disbursement platform that allows funding agencies and educational institutions to request and award funds.

FAFSA – The Free Application for Federal Student Aid that is prepared annually by current and prospective college students to determine their eligibility for student financial aid.

Ineligible – Failing to meet one or more of the eligibility criteria to receive a grant or scholarship. Students may be permanently or temporarily ineligible for one or more programs.

ISIR – ISIRs contain processed student information reported on the FAFSA, as well as key processing results and National Student Loan Data System financial aid history information. ISIRs are sent electronically by the Central Processing System (CPS).

Multiple Program Years – More than one program year. A program year typically runs from July 1 through June 30.

MyAlaska – A web-based authentication system used by the State of Alaska to electronically verify a user's identity.

Satisfactory Academic Progress – Used to define successful completion of coursework to maintain eligibility for student financial aid.

School Users – User employed by an educational institution that has responsibility to enter student data into the system on behalf of the institution.

5.02 Deliverables

The overall goal of the project is to develop, test, document, implement and maintain a custom grant and scholarship management and servicing system, and supporting applications and processes, in compliance with scope outlined in section 5; install on selected hardware infrastructure; test all applicable processes; and prepare the system and data for use by ACPE, eligible institutions and students.

To accomplish this, the contractor will be required to provide the following deliverables:

- A. A **Project Timeline** that accomplishes the goals of the RFP and is agreeable to both parties.
- B. **Project Management Documentation** including,
 1. A detailed scope of work,

2. A Gantt chart,
3. A detailed timeline of project milestones,
4. A schedule of regular meeting times, and
5. Meeting minutes.

C. The **system software**

1. Application Documentation
2. User training including training materials and desk manuals

D. A **Maintenance Plan** to outline continued maintenance and support of the system.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

Please submit the following business information items about your company and subcontractors:

- Company name, headquarters address, and responsible office for this project
- Name, mailing address, email address, and telephone number of the person the state should contact regarding the proposal
- Number of years in business
- Number of years active in the development of database solutions
- Annual revenue
- Business structure (e.g., C-Corp, S-Corp, LLC)
- Ownership (if publicly traded, include exchange and symbol)
- Total number of employees
- At least three references (customer name, telephone number) for work performed over the last three years for projects relevant to this one (i.e., comparable functionality for similar size corporation).
- List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.
- Organization chart specific to staff proposed for this project, including their roles on the project, and resumes for all staff assigned to this project

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

6.03 Understanding of the Project

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

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. The offeror should outline their methodology to facilitate communication including a suggested communication plan by which they will discuss all project related progress, issues and concerns.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. Regular updates will be required to ensure that the project is on schedule. The offeror must have staff available 8:00am to 5:00pm, Monday – Friday Alaska Time to assist ACPE staff with system problems and questions.

Offeror must also provide a transition plan to transfer any code from the development environment to the production environments, in the event transfer is needed; documentation and training for staff in the operation, maintenance, and modification of the software; and facilitate the transfer of any licenses etc. needed to be able to operate the software independently in the future.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP (see section 2.8).

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

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

Offerors must provide reference names and phone numbers for a minimum of 3 projects the offeror's firm has completed which are of similar complexity and scope as the one outlined in this RFP.

6.07 Cost Proposal

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

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section Seven (7).

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

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

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

7.01 Understanding of the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

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

7.02 Methodology Used for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

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

7.03 Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management identify how resources will be managed and how the offeror will keep up with progress and identify issues that need to be addressed?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?

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

7.04 Experience and Qualifications (20 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] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

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

7.05 Contract Cost (40 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.

Converting Cost to Points

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

7.06 Alaska Offeror Preference (10 Percent)

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form - Appendix A
3. Appendix B1
4. Notice of Intent to Award
5. Offeror's RFP Checklist
6. Offeror's Cost Worksheet
- 7A. Record Layouts FAFSA/ISIR Data (Separate document)
- 7B. High School Qualifying Data (Separate document)

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—15 Percent

Maximum Point Value for this Section - 15 Points
100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management identify how resources will be managed and how the offeror will keep up with progress and identify issues that need to be addressed?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—20 Percent

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.

Questions regarding the personnel.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

Questions regarding the firm.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[c] Has the firm provided letters of reference and contact information from previous clients?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 40 Percent

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

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

Converting Cost to Points

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

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — 10 Percent

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

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

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

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

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 16, 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
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.

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.
- 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 If the contractor has a claim arising in connection with the contract 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 – 632.

Article 4. Equal Employment Opportunity.

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

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) 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.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B¹

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.

NOTICE OF INTENT TO AWARD A CONTRACT



Alaska Commission on
Postsecondary Education
3030 Vintage Blvd.
P.O. Box 110505
Juneau, Alaska 99811-0505
Phone (907) 465-6698

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.: 2015-0500-2693

RFP DEADLINE: August 14, 2014

RFP SUBJECT: 2015 Grant/Scholarship Servicing System

PROCUREMENT OFFICER: Cheryl Sams

Email: cheryl.sams@alaska.gov

This is notice of the state's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so without a contract and at their own risk. AS 36.30.365.

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.

Name and Address of Apparent Successful Offeror

Name and Addresses of All Other Respondents in ranking order

Offeror RFP Checklist

This checklist is provided as a courtesy to offerors. It is the offeror’s responsibility to thoroughly read the RFP and meet all response requirements. This is not an exhaustive list of requirements needed for response to the RFP.

RFP Section	Item	
		<input checked="" type="checkbox"/>
1.01	Offerors must submit four (4) copies of their proposal, in writing, to the procurement officer in a sealed envelope. Emailed proposals are acceptable but no encouraged.	<input type="checkbox"/>
1.04	Offeror must submit a draft copy of their standard maintenance agreement.	<input type="checkbox"/>
1.15	If offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and portion of work the subcontractors will perform.	<input type="checkbox"/>
1.16	If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement.	<input type="checkbox"/>
1.17	Offeror’s Certification	<input type="checkbox"/>
1.18	Conflict of Interest Statement	<input type="checkbox"/>
2.01	Proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP.	<input type="checkbox"/>
2.08	Prior Experience	<input type="checkbox"/>
2.10	A valid Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the state’s request.	<input type="checkbox"/>
2.11	Alaska Business License and Other Required Licenses	<input type="checkbox"/>
2.12 – 2.14	Bidder Preferences	<input type="checkbox"/>
6.02	Company Information	<input type="checkbox"/>
6.03	Understanding of the Project	<input type="checkbox"/>
6.04	Project methodology	<input type="checkbox"/>
6.05	Overview of management methodology	<input type="checkbox"/>
6.06	Organizational chart for project personnel	<input type="checkbox"/>
6.06	Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed: <ul style="list-style-type: none"> a. title, b. resume, c. location(s) where work will be performed, d. itemize the total cost and the number of estimated hours for each individual named above. 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.06	Professional references	<input type="checkbox"/>
6.07	Cost proposal submitted on the worksheet in Attachment 6 (Sealed separately from the rest of the proposal).	<input type="checkbox"/>

Item No.	Description	Price
1.	Development of a Grant/Scholarship Servicing System	\$ _____
2.	Annual Maintenance Fee for 3 years after full implementation	\$ _____
3.	Hourly cost for system changes not covered under annual maintenance	\$ _____
(only include #1 & 2 above) TOTAL QUOTE \$ _____		

Company Name

Authorized Representative

Representative Signature

Date