



*Alaska Labor
Relations Agency*

ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT (AFL-CIO)

AUG 25 2020

Anchorage Field Office

3310 Arctic Blvd., Suite 200, Anchorage, Alaska 99503
Telephone (907) 274-1688 (800) 478-9992 Fax 277-4588

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August 21, 2020

Alaska Labor Relations Agency
Department of Labor and Workforce Development
3301 Eagle Street, Suite 206
Anchorage, AK 99503-4149

ULP: Local 6133 APEA/AFT CEA

Dear Alaska Labor Relations Agency:

Attached is an Unfair Labor Practice charge against the State of Alaska. The Alaska Public Association/AFT is representing the Confidential Employees Association (CEA) in this matter, as it is their work that is being contracted out by the State of Alaska.

The State of Alaska has contracted with Cara Griffith of Tandem Motions, a private contractor, to complete the Phase 2 of the Pandemic Preparedness Plan – Personnel Management. The State's failure to follow Article 26.1 (Contracting Out) of the CEA collective bargaining agreement must be stopped.

We respectfully ask ALRA to put an injunction, per Section 23.40.150 of the Public Employment Relations Act, on Ms. Griffith and her company from completing CEA bargaining unit members work while you conduct your investigation.

Sincerely,


Annie Knight
Field Representative

State Headquarters / Juneau Field Office

211 Fourth Street, Suite 306, Juneau, Alaska 99801
Telephone (907) 586-2334, (800) 478-9991 Fax 463-4980

Fairbanks Field Office

825 College Road, Fairbanks, Alaska 99701
Telephone (907) 456-5412, (800) 478-9993 Fax 456-7478

AUG 25 2020

ALASKA LABOR RELATIONS AGENCY
3301 EAGLE STREET, SUITE 206
ANCHORAGE, ALASKA 99503
(907) 269-4895 Fax (907) 269-4898

RECEIVED By: MT

Office use only		CHARGE AGAINST EMPLOYER	
Case No <u>20-1761</u> -ULP <u>Hand copy</u>			
Date Filed <u>8/21/20</u> <u>8/25/20</u> Date Amended			
<u>Email</u>			
SEE ATTACHED INSTRUCTIONS and FILING REQUIREMENTS			
1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT (Respondent)			
a. Name of Employer State of Alaska		b. Employer Representative to contact Commissioner Kelly Tshibaka	
c. Address (street, city, state, and ZIP code) PO Box 110200 Juneau, AK 99811-0200		d. Telephone Number 907-269-5795 - Phone & 907-465-2135 - Fax Facsimile Number E-mail kelly.tshibaka@alaska.gov	
2a. Full name of party filing charge (if labor organization, give full name, including local name and number) Alaska Public Employees Association on behalf of Local 6133 - The Confidential Employees Association			
2b. Address (street, city, state, and ZIP code) 3310 Arctic Blvd., Suite 200 Anchorage, AK 99503		2c. Telephone Number 907-274-1724 Facsimile Number 907-277-4588 E-mail aknight@apea-aft.org	
2d. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) American Federation of Teachers			
3. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of AS 23.40.110(PERA) or AS 42.40.760 (Railroad). The employer has committed the practice described in			
☒ 23.40.110(a)(1) - or 42.40.760(a)(1) Interference, coercion, or restraining employee in the exercise of rights guaranteed in AS 23.40.080 or AS 42.40.720.			
☒ 23.40.110(a)(2) - or 42.40.760(a)(2) Domination or interference with formation, existence, or administration of union.			
☒ 23.40.110(a)(3) - or 42.40.760(a)(3) Discrimination in hire or tenure of employment or a term or condition of employment to discourage or encourage union membership.			
☐ 23.40.110(a)(4) - or 42.40.760(a)(4) Discharge or discrimination against employee for participating in proceedings under P.E.R.A.			
☒ 23.40.110(a)(5) - or 42.40.760(a)(5) Refusal to bargain in good faith.			

4. Collective Bargaining Agreement

Indicate one:

- ☐ There has never been a collective bargaining agreement covering the parties involved.
- ☒ A copy of the current (or most recent) applicable collective bargaining agreement is attached.

5. Status of Grievance Proceedings (check all that apply)

- a. ☒ A grievance has been filed and a copy is attached of each grievance step filing and all employer responses.
- b. ☐ A copy of the grievance filed at each step and the employer's response(s) is being furnished for investigative purposes only. (Service on employer not required.)
- c. ☐ Arbitration is scheduled for _____.
- d. ☐ An arbitration award has been issued and is attached, or ☐ will be provided when received.
- e. ☐ A grievance was not filed because:

6. Statement of Facts

Clear and concise statements of the facts claimed by the party filing this charge to constitute the unfair labor practice(s) (including times, dates, places, occurrences, and participants in occurrences) are set forth in numbered paragraphs on separate sheets of paper attached to each copy of this charge.

7. Remedy Requested

The remedies requested for the claimed unfair labor practices are set forth on separate sheets of paper attached to each copy of this charge.

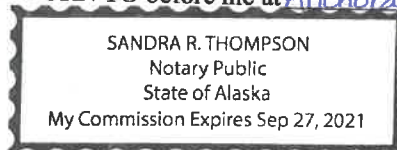
8. DECLARATION

I, Anne Knight, say on oath or affirm that I have read the foregoing document and believe that all statements made in the document are true.

By Anne Knight
(Signature of representative or person making charge)

Field Representative
(Title or office, if any)

SUBSCRIBED AND SWORN TO before me at Anchorage, Alaska, this 21st day of August, 2020.



Sandra R. Thompson
Notary Public in and for Alaska
My Commission Expires: 9-27-2021

I certify that on 8/21/2020 (date) I mailed or hand delivered (circle one) a true and correct copy of this charge, to (include employer representative and, if the state is the employer, include the Attorney General and the Commissioner of Administration) Enter the name and address of person(s) served in the space provided below:

Anne Knight
Signature

6. Statement of Fact

1. On July 24, 2020, The Department of Administration Commissioner's Office issued a Request for Proposal (RFP) 2021-200-4627. The RFP was titled Pandemic Preparedness Plan Phase 2 – Personnel Management. The Union understood this action as a refusal to bargain in good faith and a change of condition of employment. **[violation of 23.40.110(a)(1) and 23.40.110(a)(2) and 23.40.110(a)(3) and 23.40.110(a)(5)]** (Exhibit 1)
2. On July 28, 2020, Brian Penner, the APEA Business Manager, received a copy of the RFP and forwarded it to Paul Affatato, the CEA President, Angelica Johanson, the CEA Vice President, and Annie Knight, APEA Field Representative. (Exhibit 2 "investigative only")
3. On July 29, 2020, Annie Knight sent an email to Kate Sheehan, the Director of the Division of Personal and Labor Relations and Jared Goecker, the Deputy Director of Labor Relations. Mr. Affatato, Ms. Johanson, Mr. Penner were cc'd on the email. In the email Ms. Knight requested a copy of the Phase 1 that was mentioned in the RFP and any additional information they had regarding the RFP. Ms. Knight also stated in the email that Mr. Affatato, Ms. Johanson, Mr. Penner, and herself were open to meeting and discussing the RFP. (Exhibit 3)
4. On August 3, 2020, Ms. Knight sent a follow-up email to Ms. Sheehan and Mr. Goecker, requesting to meet with them before the RFP closed. Ms. Sheehan responded saying that she did not believe there was a Phase 1. Ms. Knight responded by asking if she and Mr. Goecker were open to meeting with APEA/CEA. Ms. Sheehan responded by explaining that she is unable to meet with APEA/CEA because she was on the RFP evaluation review committee. She said that Mr. Goecker would be contacting us to set up the meeting. (Exhibit 4)
5. On August 4, 2020, Ms. Knight sent an email to Ms. Sheehan and Mr. Goecker requesting they review and clarify who completed the work of Phase 1, as it is noted as being completed in the RFP. Mr. Goecker emailed a date and time to meet. (Exhibit 5)
6. On August 6, 2020, Mr. Affatato, Ms. Johanson, Mr. Penner, Ms. Knight met with Mr. Goecker and Nancy Sutch, the Deputy Direct of Personnel via Microsoft Teams. During the meeting Mr. Goecker and Ms. Sutch acknowledged the RFP, and that Phase 1 had been completed. They did not agree to pull the RFP, as they believe the contractor that is awarded the contract, will be training bargaining unit members on how to complete the work and not taking their work away from them. This is contradictory to what is stated int the RFP. Mr. Goecker sent an email letting APEA/CEA know that he was working on getting answers to the questions asked during the meeting. (Exhibit 6)

7. On August 13, 2020, Mr. Goecker sent an email to Mr. Affatato, Ms. Johanson, Mr. Penner, and Ms. Knight. He cc'd Ms. Sutch. He provided the name of the contractor that conducted the Phase 1, A&M (Alvarez and Marshall). He said we must submit an official records request to find out who would be conducting the Phase III, which was mentioned in the RFP. He said the funding for the RFP was from the Cares Act. He explained that the two 1-year renewal options were included in the RFP in case the Federal government extends the date range for use of the Cares Act funding. He said that a feasibility study would be done if a decision is made to contract out bargaining unit work. The Union understood this statement to be threat of unknown consequences. **[violation of 23.40.110(a)(1) and 23.40.110(a)(2)]** (Exhibit 7)
8. On August 18, 2020, Ms. Knight sent a records request to Linda Polk, the Deputy Chief Procurement Officer for the Department of Administration. (Exhibit 8)
9. On August 18, 2020, Ms. Knight and Mr. Goecker met telephonically to discuss if the contract with Cara Griffith of Tandem Motion had been signed. Mr. Goecker agreed that the grievance timeline would start when APEA/CEA was notified by the Division of Personnel and Labor Relations or by Ms. Polk through the records request. (Exhibit 9)
10. On August 19, 2020, APEA/CEA was informed that the Pandemic Preparedness Plan Phase 2 – Personnel Management RFP was awarded to Cara Griffith of Tandem Motion on ENTER Date The Union's understanding of this action is that it is a form of discrimination toward the bargaining unit members, a refusal to bargain in good faith and the State's attempt to usurp the Collective Bargaining Agreement. **[violation of 23.40.110(a)(3) and 23.40.110(a)(5)]** (Exhibit 10)
11. On August 20, 2020, APEA/CEA filed a grievance against the State because they committed a unilateral change by transferring bargaining unit work out of the bargaining unit without providing APEA/CEA prior notice or opportunity to bargain. The State has repudiated the Contracting Out Provisions in the RF, by wholesale disregarding them. (Exhibit 11)

7. Remedy Requested

1. The State of Alaska immediately ceases all interference, coercion, and intimidation of Local 6133 bargaining unit members.
2. The State of Alaska cease interference in the administration and attempted domination of Local 6133.
3. The State of Alaska ceases all discrimination in hire or tenure of employment or conditions of employment to discourage or encourage union membership of Local 6133.
4. The State of Alaska ceases to bargain in bad faith, including but not limited to the administration of the collective bargaining agreement and in the recognition and application of members' work of Local 6133 members.
5. The State of Alaska cancels the contract with Cara Griffith of Tandem Motion.
6. The State of Alaska acknowledges their violation of PERA by posting the acknowledgment on all State's bulletin boards, including the State's web site, and articulate the steps they will take to ensure future violations of PERA will not be tolerated.

8. Contacts whom the charge was mailed

Kevin Clarkson, Attorney General
State of Alaska
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Kevin.clarkson@alaska.gov

Kelly Tshibaka, Commissioner
State of Alaska
Department of Administration
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907-269-5795
Kelly.tshibaka@alaska.gov

Contacts whom the charge was *emailed* only

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Jared Goecker, Deputy Director of Labor Relations
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STATE OF ALASKA REQUEST FOR PROPOSALS



PANDEMIC PREPAREDNESS PLAN PHASE 2-PERSONNEL MANAGEMENT

RFP 2021-0200-4627

ISSUED JULY 24, 2020

PERFORM STATE OF ALASKA PANDEMIC PREPAREDNESS PLAN (PPP) PHASE 2 WORK FOCUSED ON PERSONNEL MANAGEMENT INCLUDING, MANAGING PERFORMANCE, IMPROVING OUTCOMES, AND RECRUITING AND RETAINING HIGH QUALITY TALENT IN A TELECOMMUTING WORKPLACE ENVIRONMENT

ISSUED BY:

DEPARTMENT OF ADMINISTRATION
DIVISION OF SHARED SERVICES

PRIMARY CONTACT:

LINDA POLK
DEPUTY CHIEF PROCUREMENT OFFICER
LINDA.POLK@ALASKA.GOV
(907) 465-8292

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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

In light of the pandemic that Alaska is experiencing, the Governor has requested the Department of Administration (DOA) develop and implement a plan to ensure worker health and safety and continuity of services to the State of Alaska. Effective personnel management is a critical success factor for accomplishing the State's Pandemic Preparedness Plan.

The Department of Administration (DOA), Office of the Commissioner is soliciting proposals for the planning and implementation of preparing personnel, supervisors and leadership for managing

performance, improving outcomes, and recruiting and retaining high performers in a telecommuting workplace environment. Phase Two, Personnel Management, is expected to ensure departments and supervisors will receive the support and tools they need to best manage a significant number of telecommuting employees in a rapidly changing pandemic-affected workplace environment. Objectives include:

- Establish organization objectives, performance metrics, required competencies, SMART goals, and individual objectives tied to measurable outcomes.
- Establish job-specific performance expectations for employees in each Department to create clarity and accountability for every State of Alaska employee.
- Align the workforce to perform the most valuable work, improve performance, and retain and recruit high performers.
- Redefine classifications and position descriptions, as needed.
- Establish and deploy a learning management program, system, and software.
- Deploy remote training platform(s) for employee professional development.
- Develop recruitment and onboarding program.
- Digitize the performance management process.

SEC. 1.02 BUDGET

Department of Administration estimates a budget of \$5,630,000 dollars for completion of this project. Proposals priced at more than budget listed will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **AUGUST 03, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MINIMUM EXPERIENCE/PAST PERFORMANCE REQUIREMENTS

In order for offers to be considered responsive offerors must meet these minimum past performance/certification requirements. An offeror's failure to meet these minimum requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. See section 4.04 and submittal form B for submitting detailed proof of meeting the qualification requirements.

- Experience: at least one project, similar in size, scope and complexity preformed for a local, state, or federal government entity. Note: one-year experience working with the State of Alaska is preferred but not required.
- At least one letter of reference from previous project(s) similar in size, scope, and complexity for the state government identified in experience. Reference must list phone number and name of reference.
- Successfully completion of two large, complex workforce-related or performance management focused projects using MS Project, at least one of which must have been performed for local, state, or federal government entity
- Four years of experience in workforce management, performance management, or organizational design and development activities

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

SEC. 1.07 RETURN INSTRUCTIONS

Offerors may email proposals.

Email Submittal: the technical proposal and cost proposal must be saved as separate PDF documents and emailed to doa.dgs.info@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf".

The subject line of the email must contain the RFP number 2021-0200-4627.

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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at **907-465-2250** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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.

SEC. 1.09 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.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified 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 website.

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.

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		07/24/2020
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM AKST	08/03/2020
Proposal Evaluations Complete		08/05/2020
Notice of Intent to Award		08/05/2020
Contract Issued		08/14/2020

SEC. 1.12 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.

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

In light of the pandemic that Alaska is experiencing, the Governor has requested the Department of Administration (DOA) develop and implement a plan to ensure worker health and safety and continuity of services to the State of Alaska.

The first phase in implementing this Plan is to assess and analyze what the State of Alaska is doing and how we can modify those tasks, services, and business processes so they can best be performed from home offices in a telecommuting environment. This will enable us to disperse, protect, and equip our workforce while also maintaining government services.

Outcomes of Phase 1 include:

- A list of constituent services and employee tasks that can be digitized, prioritized based on the cost/benefit analysis of the reduction in time and costs through increased productivity.
- A list of business processes and tasks that can be automated, prioritized based on the cost/benefit analysis of the reduction in time and costs through increased productivity.
- A plan for what IT and constituent services and channels are to be revised, including how and estimates of efforts to complete.
- A prioritized and sequenced plan for implementing enabling capabilities and technologies, as well as a list of services and tasks for automation with estimated technical needs.
- A revised AAPEX IT plan to incorporate the full set of tools and management capabilities needed to support a pandemic-prepared government.
- A business plan for the overall implementation that includes both costs and estimated savings, as well as recommendations for digital, automation, and remote work opportunities that would be provided to the SOA for possible action/decision.
- A recommended implementation plan for Phase 2. Recommendations for digital, automation, and remote work opportunities.
- Implement necessary change management consistent with SOA change management processes: Manage project, change adoption process, and communications.
- Catalog ongoing, active IT projects in the State

NOTE: Phase 1 is currently underway, with an anticipated end date of July 28, 2020.

The second phase of PPP includes preparing personnel, supervisors and leadership for managing performance, improving outcomes, and recruiting and retaining high performers in a telecommuting workplace environment. This is essential to ensuring the workers of the State of Alaska can operate effectively during a pandemic.

The objectives for phase 2 include:

- Establish organization objectives, performance metrics, required competencies, SMART goals, and individual objectives tied to measurable outcomes.
- Establish job-specific performance expectations for employees in each Department to create clarity and accountability for every State of Alaska employee.

- Align the workforce to perform the most valuable work, improve performance, and retain and recruit high-performers.
- Redefine classifications and position descriptions, as needed.
- Establish and deploy a learning management program, system, and software.
- Deploy remote training platform(s) for employee professional development.

The third phase of PPP focuses on implementing enabling technology, all within DOA divisions, that will significantly advance efforts to enable greater remote connectivity, collaboration, and workforce productivity.

The efforts for phase 3 include:

- Implementing a Service Management System;
- Automating onboarding and recruitment for all departments;
- Developing an online reports portal;
- Procuring additional laptops for employees using personal devices or not yet telecommuting;
- Operating a central help desk for myAlaska;
- Accelerating migration to the cloud;
- Increasing network security, speed, and access for remote workers; and
- Automating timekeeping and payroll processes.

Phases 2 and 3 are anticipated to begin in August 2020 and end by December 31, 2020.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

- Work with leadership and development team and functional area leads to create customized training program to increase workforce competencies.
- Implement performance management and learning management system(s).
- Define performance metrics, scales, and SMART goals.
- Redefine classifications and position descriptions as needed.
- Design and build or manage project to obtain and implement recruitment and onboarding program(s).

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately August 14, 2020, to February 28, 2021 with 2 one-year renewal options.

NOTE: Renewal options will be solely determined by the state and based on both funding appropriation and states needs for additional project management services, of equal scope of work, not identified at this time.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES AND TIMELINES

The contractor will be required to provide the following deliverables:

- Standardized reporting on status of deliverables and related activities, to include a minimum measure of completion, pending work, budget execution, project risk and mitigation, required decisions, resource utilization, and availability and completion projections
- Work regularly with and report progress and risks to the PPP Quality Assurance team
- Check-in meetings with State project governance team and the Quality Assurance team
- Establish and maintain Key Performance Indicator (KPI) reporting for the project deliverables and activities that will continue and improve State of Alaska teleworking and delivery of government services
- Clear timetable for establishing organization objectives, performance metrics, required competencies, SMART goals, and individual objectives tied to measurable outcomes, with periodic and regular deliverable reviews with the State Project Governance Team
- Roadmap of all activities, with clearly defined objectives and deliverables, to be reviewed and approved in the first 1-2 weeks of the project
- Editable electronic versions of the job-specific performance expectations for employees in each Department to create clarity and accountability for every State of Alaska employee.
- Playbook that demonstrates alignment of the workforce to perform the most valuable work, improve performance, and retain and recruit high-performers
- Guide of redefined classifications and position descriptions, as needed

- Roadmap and supporting activities required to establish and deploy a learning management program, system, and software
- Remote training platform(s) deployment

Deliverable Timelines

- Weekly status reports
- Monthly check-in meetings with State Project Governance Team
- Regular deliverable review, based on the agreed upon timetable in the roadmap established in the 1-2 weeks of the project
- Programs/Systems in place and running at least in pilot status by December 31, 2020
- Editable electronic versions of the deliverables shall be shared as soon as the items are completed, with a complete set provided no later than February 1, 2021
- Draft final report to the State for review due December 15, 2020
- Final report due January 15, 2021

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract. Renewals, if exercised, will be time and materials. If renewals are exercised, hourly costs listed in submittal form G will be used when determining costs of renewals.

SEC. 3.05 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.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Administration or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Any single contract payment of \$1 million or higher, if any, must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.08 LOCATION OF WORK

The location the work is to be performed, completed and managed is at the vendors location.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

Travel: Travel is TBD; if the state determines travel is necessary for the project, the state will schedule and pay for all travel directly with the travel vendors. This includes flights, hotels and car rentals. The state will not reimburse

for gratuities. Per-diem will be paid at the same rate as State of Alaska employee per-diem rate. Cost of travel, if any, will be separate funding and not included in budget amount listed in section 1.02.

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 state does not guarantee approval of any requests to perform work outside of the United States.

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.

SEC. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form F identified in Section 4.02 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the minimum requirements set forth in **SEC. 1.04**.

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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.

SEC. 3.12 F.O.B. POINT

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

SEC. 3.13 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 or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 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 or procurement officer 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.

SEC. 3.15 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 procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Administration or the Commissioner's designee.

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

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

specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SEC. 3.17 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.

SEC. 3.18 INSURANCE REQUIREMENTS

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 procurement 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.

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.

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.

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.

SEC. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement officer 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 in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal. Any additional information submitted outside of the submittal forms will not be evaluated by the PEC.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Anonymity: Submittal Forms B, C, D, F and G listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
Submittal Form B – Minimum Experience/Past Performance Requirements	YES	5
Submittal Form C – Understanding of the Project	YES	5
Submittal Form D – Methodology Used for the Project	YES	5
Submittal Form E – Management Plan for the Project	YES	5
Submittal Form F – Subcontractors		
Submittal Form G – Cost Proposal		

SPECIAL NOTE: The offeror shall not disclose their costs in Submittal Forms B-F. These Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Submittal Form A is not evaluated by the PEC.

By signature on the form, the offeror certifies 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; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 MINIMUM PAST EXPERIENCE/PERFORMANCE REQUIREMENTS (SUBMITTAL FORM B)

Offerors must provide a comprehensive narrative statement that demonstrates the firm meets the minimum experience/past performance listed in section 1.04. If offeror does not clearly define how they meet the minimum requirements the offeror will be found non-responsive.

- Experience: Offeror must give clear example(s) of their firm's successful completions of at least one project, similar in size, scope and complexity, preformed for a local, state, or federal government entity. Note: one-year experience working with the State of Alaska is preferred but not required.

- Offeror must include at least one letter of reference from previous project (s) similar in size, scope, and complexity for the local, state or federal government identified in experience. Reference must list phone number and name of reference.
- Offeror must give narrative on how they meet the requirement of successfully completion of two large, complex workforce-related or performance management focused projects using MS projects, at least one of which preformed for a local, state or federal government entity.
- Offeror must give narrative on how they meet the minimum four-year experience in workforce management, performance management, or organization design and development activities.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule and Identify pertinent issues or potential problems related to the project.

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

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.

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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.

Offerors must provide a detailed list of key personnel along with their titles and include resumes assigned to accomplish the work called for in this RFP.

Offeror must illustrate the lines of authority; designate the individual's responsible and accountable for the completion of each component and deliverable of the RFP.

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include 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. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

Cost for the potential 2 1-year renewals will be calculated using the cost proposed for the first term with a 35% increase added to account for additional hours needed for a full year of service. This is for evaluation purposes, the number of hours for renewal terms will be negotiated, costs for renewal terms will be at the same hourly rate as proposed for the first term.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria		Weight
Responsiveness		Pass/Fail

Qualifications Criteria		Weight
Minimum Experience/Prior Past Performance Requirements	(Submittal Form B)	100
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	125
Management Plan for the Project	(Submittal Form E)	150
Total		500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
Total		400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 MINIMUM EXPERIENCE/PRIOR PAST PERFORMANCE REQUIREMENTS

This portion of the offeror's proposal will be evaluated against the following questions:

- a) Experience: How well has the offeror demonstrated successful completions of least one project, similar in size, scope, and complexity performed for a local, state or federal government entity? Was the one-year experience with the State of Alaska?
- b) Did letter of reference provide assurance that the offeror is capable of successfully completing this project? Was contact number and name provided? NOTE: the state reserves the right to contact reference.
- c) How well has the offeror demonstrated that they have successfully completed two large, complex workforce-related or performance management focused projects using MS projects, at least one of which preformed for a local, state of federal government entity?
- d) How well has the offeror demonstrated that they have met the minimum four-year experience in work force management, performance management, or organization design and development activities?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well does the management plan illustrate the lines of authority and communication and is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?

- 4) Did the offeror provide a detailed list of key personnel, along with their titles and resumes?
- 5) Were resumes acceptable, outstanding, etc.?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 400 of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

SEC. 5.09 APPLICATION OF PREFERENCES

If claiming preferences, please complete Alaska Bidder Preferences Certification on attachment A

Certain preferences apply to all state contracts, 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 following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

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

SEC. 5.10 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% 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 Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.11 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying offerors under this preference:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

Offeror #3 is the

SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 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 Preference 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** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests

to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.04 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

This RFP and the successful proposal may be incorporated into the contract.

SEC. 6.06 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.

SEC. 6.07 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: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.08 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.**

SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.10 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 contracting officer does so, and if the contracting 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 contracting 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.

SEC. 6.11 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.

SEC. 6.12 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.

SEC. 6.13 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.

SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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:

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

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.

SEC. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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.

SEC. 6.17 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.

SEC. 6.18 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.

SEC. 6.19 CONTRACT NEGOTIATION

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 conference room on the 8th floor of the State Office Building located in Juneau AK

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

SEC. 6.20 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.

SEC. 6.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 6.22 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:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- 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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Forms A-F
- 2) Submittal Form G Cost Proposal
- 3) Standard Agreement Form for Professional Services- Appendix A

EXHIBIT 2-
“INVESTIGATIVE
ONLY”

Annie Knight

From: Annie Knight
Sent: Wednesday, July 29, 2020 7:35 AM
To: Sheehan, Kate E (DOA); Goecker, Jared D (DOA)
Cc: Paul Affatato; Johanson, Angelica S (DOR); Brian Penner; Annie Knight
Subject: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management
Attachments: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management.docx

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

Good Morning Kate and Jared.

Attached is an RFP that is currently open. Upon reading this RFP, there is, once again, a concern the work being contracted out is that of CEA members.

Was their a phase 1 RFP? If so, could you please provide us with a copy.

Please share any information you have regarding this RFP and the expected impact it may have on CEA members. Please know that we are open to meeting and discussing this RFP if that is a more natural way to answer our questions.

Thank you.
Annie

Annie Knight

From: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>
Sent: Monday, August 3, 2020 4:29 PM
To: Annie Knight; Goecker, Jared D (DOA)
Cc: Paul Affatato; Johanson, Angelica S (DOR); Brian Penner
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management

Hi Annie,

Sorry for the delayed response but I needed to check with Procurement on something. I am on the evaluation review committee and have been advised that I can't meet with you. Jared and I will work out who is best to meet with you all and get back to you. Thanks -Kate

From: Annie Knight <aknight@apea-aft.org>
Sent: Monday, August 3, 2020 11:41 AM
To: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Paul Affatato <pjaffatato@gmail.com>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Penner, Brian (DOA sponsored) <bpenner@apea-aft.org>
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management

Hi Kate.

Are you and Jared open to meeting with CEA and me to discuss this RFP?

Thanks.
Annie

From: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>
Sent: Monday, August 3, 2020 11:24 AM
To: Annie Knight <aknight@apea-aft.org>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Paul Affatato <pjaffatato@gmail.com>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Brian Penner <bpenner@apea-aft.org>
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management

I don't believe there was a phase 1.

From: Annie Knight <aknight@apea-aft.org>
Sent: Monday, August 3, 2020 11:00 AM
To: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Paul Affatato <pjaffatato@gmail.com>; Annie Knight <aknight@apea-aft.org>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Penner, Brian (DOA sponsored) <bpenner@apea-aft.org>
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management
Importance: High

Good Morning Kate and Jared.

I am checking in on the email that I sent last Wednesday. We want to meet with you before the RFP closes. We would also like to see the "Phase 1" RFP.

Thank you.
Annie

From: Annie Knight <aknight@apea-aft.org>

Sent: Wednesday, July 29, 2020 7:35 AM

To: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>

Cc: Paul Affatato <pjaffatato@gmail.com>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Brian Penner <bpenner@apea-aft.org>; Annie Knight <aknight@apea-aft.org>

Subject: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management

Importance: High

Good Morning Kate and Jared.

Attached is an RFP that is currently open. Upon reading this RFP, there is, once again, a concern the work being contracted out is that of CEA members.

Was their a phase 1 RFP? If so, could you please provide us with a copy.

Please share any information you have regarding this RFP and the expected impact it may have on CEA members. Please know that we are open to meeting and discussing this RFP if that is a more natural way to answer our questions.

Thank you.
Annie

Annie Knight

From: Annie Knight
Sent: Tuesday, August 4, 2020 7:00 AM
To: Sheehan, Kate E (DOA); Goecker, Jared D (DOA)
Cc: Paul Affatato; Annie Knight; Johanson, Angelica S (DOR); Brian Penner
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management
Importance: High

Hi Kate and Jared.

In reviewing the RFP yesterday, I found phase 1 clarified on page 7. Section 2 of the RFP, it states that the "phase 1 is currently underway, with an anticipated end date of July 28, 2020." It even lists the outcomes of phase 1.

Could you please review and clarify, who completed or is completing the work of phase 1.

Thanks.
 Annie

From: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>
Sent: Monday, August 3, 2020 11:24 AM
To: Annie Knight <aknight@apea-aft.org>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Paul Affatato <pjaffatato@gmail.com>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Brian Penner <bpenner@apea-aft.org>
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management

I don't believe there was a phase 1.

From: Annie Knight <aknight@apea-aft.org>
Sent: Monday, August 3, 2020 11:00 AM
To: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Paul Affatato <pjaffatato@gmail.com>; Annie Knight <aknight@apea-aft.org>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Penner, Brian (DOA sponsored) <bpenner@apea-aft.org>
Subject: RE: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management
Importance: High

Good Morning Kate and Jared.

I am checking in on the email that I sent last Wednesday. We want to meet with you before the RFP closes. We would also like to see the "Phase 1" RFP.

Thank you.
 Annie

From: Annie Knight <aknight@apea-aft.org>
Sent: Wednesday, July 29, 2020 7:35 AM
To: Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>; Goecker, Jared D (DOA) <jared.goecker@alaska.gov>

Cc: Paul Affatato <piaffatato@gmail.com>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>; Brian Penner <bpenner@apea-aft.org>; Annie Knight <aknight@apea-aft.org>

Subject: RFP 2021-0200-4627 Pandemic Preparedness Plan Phase 2-Personnel Management

Importance: High

Good Morning Kate and Jared.

Attached is an RFP that is currently open. Upon reading this RFP, there is, once again, a concern the work being contracted out is that of CEA members.

Was their a phase 1 RFP? If so, could you please provide us with a copy.

Please share any information you have regarding this RFP and the expected impact it may have on CEA members. Please know that we are open to meeting and discussing this RFP if that is a more natural way to answer our questions.

Thank you.
Annie

Annie Knight

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Thursday, August 6, 2020 4:56 PM
To: Annie Knight; Brian Penner; Affatato, Paul J (HSS); Johanson, Angelica S (DOR)
Cc: Sutch, Nancy A (DOA)
Subject: RFP Follow up

Hi All,

Just a quick follow up, I've reached out about your questions from this morning. The answers are being gathered, as soon as I've got them finalized all I'll follow up but just wanted you to keep you in the loop.

Thanks,
Jared

Jared Goecker
Deputy Director of Labor Relations
Division of Personnel & Labor Relations
Dept. of Administration, State of Alaska
907-465-4429 (office)

Annie Knight

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Thursday, August 13, 2020 2:43 PM
To: Annie Knight; Brian Penner; Affatato, Paul J (HSS); Johanson, Angelica S (DOR)
Cc: Sutch, Nancy A (DOA)
Subject: RE: RFP Follow up

Hey everyone,

Thanks for your patience while I tracked down some answers.

1. Who conducted the work in Phase I?
 - a. Contractor: A&M (Alvarez and Marshall) in concert with DOA employees
2. Who is conducting the work in Phase III?
 - a. Please submit an official records request to Linda Polk, Deputy Chief Procurement Officer for this information. It is confidential and cannot be publicly released at this point and when it can be released it can only be done through the records request process with Linda.
3. What is the source of the money being used for this contract?
 - a. Cares Act Funding
4. Why are there two 1 year renewal options?
 - a. In case the Federal government extends the date range for use of the Cares Act funding, giving us more time to complete the projects.
5. Is a feasibility study going to be done?
 - a. If a decision is made to contract out bargaining unit work then the SOA will follow the contract.

Hope that helps!

-Jared

Jared Goecker
 Deputy Director of Labor Relations
 Division of Personnel & Labor Relations
 Dept. of Administration, State of Alaska
 907-465-4429 (office)

From: Annie Knight <aknight@apea-aft.org>
Sent: Thursday, August 6, 2020 5:22 PM
To: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>; Penner, Brian (DOA sponsored) <bpenner@apea-aft.org>; Affatato, Paul J (HSS) <paul.affatato@alaska.gov>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>
Cc: Sutch, Nancy A (DOA) <nancy.sutch@alaska.gov>
Subject: RE: RFP Follow up

Thank you Jared.

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Thursday, August 6, 2020 4:56 PM
To: Annie Knight <aknight@apea-aft.org>; Brian Penner <bpenner@apea-aft.org>; Affatato, Paul J (HSS) <paul.affatato@alaska.gov>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>

Cc: Sutch, Nancy A (DOA) <nancy.sutch@alaska.gov>

Subject: RFP Follow up

Hi All,

Just a quick follow up, I've reached out about your questions from this morning. The answers are being gathered, as soon as I've got them finalized all I'll follow up but just wanted you to keep you in the loop.

Thanks,

Jared

Jared Goecker

Deputy Director of Labor Relations

Division of Personnel & Labor Relations

Dept. of Administration, State of Alaska

907-465-4429 (office)

From: Annie Knight
Sent: Tuesday, August 18, 2020 8:52 AM
To: linda.polk@alaska.gov
Cc: Annie Knight; Angelica Johanson; Brook Riley; Danelle Beck; Kate Orozco; Kimberley King; Paul Affatato; sdfostj85@yahoo.com
Subject: Records Request RFP 2021-0200-4627 CEA.pdf
Attachments: Records Request RFP 2021-0200-4627 CEA.pdf
Importance: High

Good Morning Linda.

Thank you for clarifying this process for me this morning.

If you have any questions about the records request, please let me know.

Thanks.
Annie

Annie Knight
South Central Field Representative
T: 907.274.1724 | C: 907.717.3162 | F: 907.277.4588 | E: aknight@apea-aft.org



Anchorage Field Office
3310 Arctic Blvd., Suite 200 | Anchorage, AK 99503





ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT (AFL-CIO)

Anchorage Field Office

3310 Arctic Blvd., Suite 200, Anchorage, Alaska 99503

Telephone (907) 274-1688 (800) 478-9992 Fax 277-4588

August 18, 2020

Linda Polk, Deputy Chief Procurement Officer
State of Alaska
Department of Administration
P.O. Box 110210
Juneau, Alaska 99811-0210

(Via Email: linda.polk@alaska.gov)

Dear Ms. Polk,

On behalf of the Confidential Employee Association (CEA), I am requesting records pertaining to the Pandemic Preparedness Plan Phase 2 – Personnel Management Request for Proposal (RFP) 2021-0200-4627.

Specifically, I am looking for the following records:

1. Records that pertain to the outcome of the above mention RFP.
 - a. For example, the date the RFP closed. Who was on the evaluation committee, who was awarded the contract and the date the award happened.
 - b. A copy of the NOIA.
2. Records pertaining to the Phase I and Phase III referenced in the above mentioned RFP.

If you have any questions, please feel free to contact me.

Respectfully,

Annie Knight
South Central Field Representative

Cc: CEA Board (via email)

State Headquarters / Juneau Field Office

211 Fourth Street, Suite 306, Juneau, Alaska 99801
Telephone (907) 586-2334, (800) 478-9991 Fax 463-4980

Fairbanks Field Office

825 College Road, Fairbanks, Alaska 99701
Telephone (907) 456-5412, (800) 478-9993 Fax 456-7478

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Tuesday, August 18, 2020 1:39 PM
To: Annie Knight
Cc: Sheehan, Kate E (DOA); Sutch, Nancy A (DOA)
Subject: RE: PPP Phase 2 - Personnel Management RFP Contract

Hi Annie,

Thank you for your email and yes, that is my recollection of the phone call as well.

Best wishes,
Jared

Jared Goecker
Deputy Director of Labor Relations
Division of Personnel & Labor Relations
Dept. of Administration, State of Alaska
(07-465-4429 (office))

From: Annie Knight <aknight@apea-af.org>
Sent: Tuesday, August 18, 2020 1:37 PM
To: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Annie Knight <aknight@apea-af.org>; Sheehan, Kate E (DOA) <kate.sheehan@alaska.gov>; Sutch, Nancy A (DOA) <nancy.sutch@alaska.gov>
Subject: PPP Phase 2 - Personnel Management RFP Contract

Hi Jared,

Thank you so much for taking the time to talk with me today.

During our conversation, I shared that CEA will be filing a grievance against the PPP Phase 2 – Personnel Management RFP should it be awarded to a private contractor.
Requested that the ten(10) working days to file the Class Action Grievance (Step 2) begin on the date we APEA/CEA) are notified by DOPLR and/or Linda Polk, that the RFP has been awarded to a Private contractor. You agreed to this request.

Please let me know if I left anything out from our phone conversation that you would like included.

Please respond to this email, so we have a record of this agreement on record.

Thanks so much for agreeing to our request.

Annie

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Tuesday, August 18, 2020 1:12 PM
To: Annie Knight <aknight@apea-aft.org>
Subject: RE: RFP Follow up

I've got a bit of time between now and 1:50ish and then I'm booked up. Drop me a line on my cell 527.2427

Jared Goecker
Deputy Director of Labor Relations
Division of Personnel & Labor Relations
Dept. of Administration, State of Alaska
907-465-4429 (office)

From: Annie Knight <aknight@apea-aft.org>
Sent: Tuesday, August 18, 2020 12:53 PM
To: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Cc: Annie Knight <aknight@apea-aft.org>
Subject: RE: RFP Follow up

Hi Jared.

I wanted to let you know that I did send the records request to Linda Polk today.

Also, do you have a few minutes to talk to me today? My next meeting isn't until 2, which should only last an hour.

Please let me know if you are available.

Thanks.
Annie

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Thursday, August 13, 2020 2:43 PM
To: Annie Knight <aknight@apea-aft.org>; Brian Penner <bpenner@apea-aft.org>; Affatato, Paul J (HSS) <paul.affatato@alaska.gov>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>
Cc: Sutch, Nancy A (DOA) <nancy.sutch@alaska.gov>
Subject: RE: RFP Follow up

Hey everyone,

Thanks for your patience while I tracked down some answers.

1. Who conducted the work in Phase I?
 - a. Contractor: A&M (Alvarez and Marshall) in concert with DOA employees
2. Who is conducting the work in Phase III?
 - a. Please submit an official records request to Linda Polk, Deputy Chief Procurement Officer for this information. It is confidential and cannot be publicly released at this point and when it can be released it can only be done through the records request process with Linda.

3. What is the source of the money being used for this contract?
 - a. Cares Act Funding
4. Why are there two 1 year renewal options?
 - a. In case the Federal government extends the date range for use of the Cares Act funding, giving us more time to complete the projects.
5. Is a feasibility study going to be done?
 - a. If a decision is made to contract out bargaining unit work then the SOA will follow the contract.

Hope that helps!

-Jared

Jared Goecker

Deputy Director of Labor Relations
Division of Personnel & Labor Relations
Dept. of Administration, State of Alaska
907-465-4429 (office)

From: Annie Knight <aknight@apea-aft.org>

Sent: Thursday, August 6, 2020 5:22 PM

To: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>; Penner, Brian (DOA sponsored) <bpenner@apea-aft.org>; Affatato, Paul J (HSS) <paul.affatato@alaska.gov>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>

Cc: Sutch, Nancy A (DOA) <nancy.sutch@alaska.gov>

Subject: RE: RFP Follow up

Thank you Jared.

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>

Sent: Thursday, August 6, 2020 4:56 PM

To: Annie Knight <aknight@apea-aft.org>; Brian Penner <bpenner@apea-aft.org>; Affatato, Paul J (HSS) <paul.affatato@alaska.gov>; Johanson, Angelica S (DOR) <angelica.johanson@alaska.gov>

Cc: Sutch, Nancy A (DOA) <nancy.sutch@alaska.gov>

Subject: RFP Follow up

Hi All,

Just a quick follow up, I've reached out about your questions from this morning. The answers are being gathered, as soon as I've got them finalized all I'll follow up but just wanted you to keep you in the loop.

Thanks,

Jared

Jared Goecker

Deputy Director of Labor Relations
Division of Personnel & Labor Relations
Dept. of Administration, State of Alaska
907-465-4429 (office)

Annie Knight

From: Goecker, Jared D (DOA) <jared.goecker@alaska.gov>
Sent: Wednesday, August 19, 2020 4:49 PM
To: Annie Knight
Subject: Phase II Contract awarded

Hey Annie,

I have been notified that Tandem Motion has been awarded a contract for Phase II. For purposes of the grievance timeline, let's say the clock starts ticking tomorrow?

Thanks,
Jared

Jared Goecker
Deputy Director of Labor Relations
Division of Personnel & Labor Relations
Dept. of Administration, State of Alaska
907-465-4429 (office)



ALASKA PUBLIC EMPLOYEES ASSOCIATION/AFT (AFL-CIO)

Anchorage Field Office

3310 Arctic Blvd., Suite 200, Anchorage, Alaska 99503

Telephone (907) 274-1688 (800) 478-9992 Fax 277-4588

August 20, 2020

Governor Michael J. Dunleavy
Office of the Governor
P.O. Box 110001
Juneau, Alaska 99811-0001

(Via Email to governor@alaska.gov)

Dear Governor Dunleavy.

Pursuant to Article 12.2.(C) of the Confidential Bargaining Association (CEA) Collective Bargaining Agreement (CBA) between the Alaska Public Employees Association, American Federation of Teachers (APEA/AFT), and the State of Alaska, APEA/AFT hereby files a Step 2 class action grievance on behalf of all of employees in the Confidential Unit.

The State violated numerous articles of the CBA when the Department of Administration Commissioner Kelly Tshibaka awarded the Pandemic Preparedness Plan Phase 2 – Personnel Management Request for Proposal (RFP) 2021-0200-4627 contract to Tantum Motion.

Additionally, we are requesting all records pertaining to Phase 1, Phase 2 and Phase 3 of the Pandemic Preparedness.

If you have any questions, please feel free to contact me.

Respectfully,


Annie Knight
South Central Field Representative

Attachment: Step 2 Grievance

Cc: All Confidential Employees (via email)
Commissioner Kelly Tshibaka (via email)
Division of Personnel and Labor Relations (via email)

State Headquarters / Juneau Field Office

211 Fourth Street, Suite 306, Juneau, Alaska 99801
Telephone (907) 586-2334, (800) 478-9991 Fax 463-4980

Fairbanks Field Office

825 College Road, Fairbanks, Alaska 99701
Telephone (907) 456-5412, (800) 478-9993 Fax 456-7478



Step 2
State Case # _____
Union Case # ACEA 2001

**STATE OF ALASKA
GRIEVANCE FORM**
(Attach copies of previous step forms)
BARGAINING UNIT APEA / CEA
CONTRACT YEAR (S) 7/1/19 - 6/30/22

1. Name of Grievant ALL BU Members 2. Employee ID # Multiple
3. Mailing Address 3310 Arctic Blvd., Suite 200, Anchorage, AK 99503
4. Job Class ALL 5. Location Statewide
6. Department/Division/Vessel/Crew All Executive Branch Departments
7. Discussed with supervisor on Not Discussed
8. Does grievance stem from contract violation? Yes

If so, what provision(s) Articles 1, 4, 21.6

9. Nature of Grievance

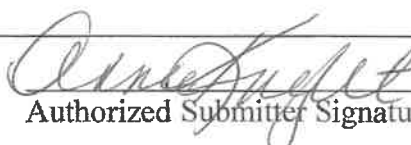
See Attached

When did this occur? APEA/AFT was informed the RFP contract was awarded on 8/19/2020

10. Relief Sought

See Attached

August 20, 2020
Date


Authorized Submitter Signature (refer to contract)

11. Name and Title of Respondent _____

12. Date Received _____ 13. Remarks _____

14. Decision _____

Date

Respondent Signature

Distribution: Original – Labor Relations, Copies – Union, Payroll/HR Office, Employee
Revised 6/1/09

CEA Grievance Continuation Form
RFP - Pandemic Preparedness Plan (PPP) Phase 2 – Personnel Management
Step # 2 (Class Action)
Union Case # ACEA 2001
State Case #

9. Nature of Grievance Continued: The State of Alaska violated the Confidential Employee Association (CEA) Collective Bargaining Agreement (CBA) and ignored articles 1, 2 and 7 of the Alaska Administrative Code (2 AAC 07) when they awarded the Pandemic Preparedness Plan (PPP) Phase 2 – Personnel Management Request for Proposal (RFP) 2021-0200-4627 contract to Tandem Motion, a private contractor.

Specifically, the State of Alaska violated Articles 1.01 and 1.03 (General Recognition), Article 4 (Management Rights), and 21.6 (Contracting Out) of the CEA CBA.

The Department of Administration (DOA), Office of the Commissioner, issued the PPP RFP to develop and implement a plan to ensure worker health and safety and continuity of services to the State of Alaska. Their focus is on preparing personnel, supervisors, and leadership for "managing performance, improving outcomes, and recruiting and retaining high performers in a telecommuting workplace environment." " The RFP states that "Phase two, Personnel Management, is expected to ensure departments and supervisors will receive the support and tools they need to best manage a significant number of telecommuting employees in a rapidly changing pandemic-affected workplace environment." and that effective personnel management is a critical success factor for accomplishing such a task.

The objectives include:

- Establish organization objectives, performance metrics, required competencies, SMART goals, and individual objectives tied to measurable outcomes.
- Established job-specific performance expectations for employees in each Department to create clarity and accountability for every State of Alaska employee.
- Align the workforce to perform the most valuable work, improve performance, and retain and recruit high performers.
- Redefine classification and position descriptions as needed.
- Establish and deploy a learning management program, system, and software.
- Deploy remote training platform(s) for employee professional development.
- Develop recruitment and onboarding programs.
- Digitize the performance management process.

The scope of the work includes:

- Work with leadership and development team and functional area leads to create customized training program to increase workforce development.
- Implement performance management and learning management system(s).
- Define performance metrics, scales, and SMART goals.
- Redefine classification and position descriptions as needed.
- Design and build or manage project to obtain and implement recruiting and onboarding programs.

The work described in this RFP is bargaining unit work as defined in the CEA bargaining agreement, AS 39.24.010, and defined by the Labor Relations Agency in several Decision and Orders including 122, 118, 281, 278, and 166. CEA is a bargaining unit comprised of *“employees engaged in performing personnel/payroll functions and services as defined in 8 AAC 97.990 (a)(1).”* 8 AAC 97.990 (a)(1) defines a confidential employee as *“an employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in labor relations matters.”* The work is currently performed by bargaining unit members in the Director's Office, the Classification Section, the Employee Planning and Information Center, the EEO Program, the Labor Relations Section, Payroll Services, Recruitment Services, the Training and Development Section, and Management Services. The employees that work in each of these areas are CEA bargaining unit members, and the articles of the CBA apply to them.

During a meeting with the State, which was held on August 6, 2020, the State explained the RFP was meant to hire a contractor(s) who have experience/expertise in digitizing and modernizing CEA work. They stated that the contractor(s) would work with the Division of Personnel employees to update processes, not that they will be doing their work. If this was truly the intent of the RFP, then why not say that in the RFP? The actual verbiage included in the RFP contradicts what the State is saying.

Article 1 of the CBA language is clear when it states that CEA is the exclusive representative of all permanent, nonpermanent, probationary and provisional employees engaged in performing personnel/payroll functions and services as defined in 8 AAC 97.990(a)(1), in the Confidential Bargaining Unit and as the sole collective bargaining agent for the purpose of acting for the employees in negotiating salaries, wages, hours, and other terms and conditions of employment. The scope of work outlined in the above-mentioned RFP is work that is completed by the CEA employees and cannot be contracted out to a private contractor. The Alaska Labor Relations Agency (ALRA) retains its authority to determine bargaining unit assignments.

Article 4 of the CBA gives management the right to manage the affairs of the State and to direct its workforce, except as otherwise provided in the CBA. This article was violated because the State's action is contradictory to Article 21.6.

Article 21. 6 of the CBA was violated as the State has failed to *“provide CEA with no less than thirty (30) calendar day's that it intends to issue bids to contract out bargaining unit work where the decision would result in displacement of bargaining unit members.”* Furthermore, the State has failed to conduct a feasibility study before a decision was made to contract out work. Per the RFP, the private contractor will be completing bargaining unit member's work, effectively impacting member's opportunities for growth and overtime opportunities. It is essential the steps outlined in Article 21.6 be followed, or bargaining unit members will be displaced and potentially replaced.

Articles 1, 2, and 7 of the Alaska Administrative Code Section 2, Chapter 7 (2 AAC 07) provides the work that is being contracted out should be completed by either the Director of the Division of Personnel or bargaining unit members.

10. Relief Sought: Stop violating the contract by issuing RFP's and awarding contracts that include work that is within the scope of duties of a bargaining unit member. Cancel the RFP and the contract that was awarded immediately. Spend the fund allocated for this contract on hiring more employees that have the experience/expertise to complete the work as outlined in the RFP. Award as a monetary remedy to CEA members as overtime hours, or as other additional compensation, all hours worked by the contractor's employees that should instead be worked by a CEA member. Assign all work to CEA bargaining unit members.