

# REQUEST FOR PROPOSALS



## UTAH DIVISION OF PURCHASING NOJOS Level 4 Group Home WA19001-1

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This Request for Proposals (RFP) is issued by the Utah Division of Purchasing (the Division) on behalf of the Department of Human Services – Division of Juvenile Justice Services, collectively the State, to seek competitive Proposals for the NOJOS Level 4 Group Home, WA19001 (the Project). A complete and responsive Proposal will contain all required elements detailed in this Request for Proposals (“RFP”). This RFP is issued and administered pursuant to authority provided in Utah Code § 63G-6a-Part 7 and the applicable administrative rules. The Contract will be contract procured using best value as a basis of selection, taking into consideration the price and evaluation criteria identified herein, following the process identified in this RFP.

Following Definitions apply to this solicitation:

“Contract” means an agreement(s) for a procurement following the evaluation of this Request for Proposals.

“Offeror” means a person who submits a proposal in response to a request for proposals.

“NOJOS” means the Network on Juveniles Offending Sexually, an organization committed to developing and maintaining evidence-based best-practice standards for the treatment of juveniles who have engaged in sexually harmful behaviors.

“NOJOS Level 4” means a family-based group home with no more than 6 beds.

### I. EXECUTIVE SUMMARY

#### The State’s Background

The Division of Juvenile Justice Services provides a continuum of intervention, supervision, and rehabilitation programs to youth offenders while assuring public safety. In some instances, youth are ordered into State custody under the Division of Juvenile Justice Services following adjudication for sexual misconduct and must be placed in an in-home proctor care setting. Youths will receive necessary court-ordered treatments and assessments during time spent in State custody.

The purpose of this project is to develop a new service that will provide proctor care in a group home setting for court ordered NOJOS Level 4 adjudicated males. **An Offeror may propose based on their own location and facility or use the State's facility** located at: 3522 South 700 West, Salt Lake City. The State's facility has six individual bedrooms.

#### Problem Statement

Currently, the Division of Juvenile Justice Services does not have enough beds through proctor providers to serve the growth in the NOJOS Level 4 population. This is because this is a specialized population and many youths have special needs including being on the autism spectrum, or not being able to be placed in homes with younger children.

#### Expectation of Deliverables:

- Youth assigned to the group home must receive all necessary court-ordered treatments and assessments
  - Assessments are used to develop individual treatment for each child
- Youth assigned to the group home must be able to maintain contact with family, unless court orders do not allow contact
- Youth assigned to the group home must be enrolled in school and attend school regularly
- Successful return home after meeting all necessary court-ordered treatments and assessments that show a reduction in risk for reoffending sexually
- Provide necessary aftercare services for three to four months to maintain stability in their home

#### The Project Goals are as follows:

The Division of Juvenile Justice Services wants to enter into a contract with a provider that is able to bill Medicaid, has a Residential Support License, and has a NOJOS Level 4 certified clinician, to provide a family-based group home setting for the males assigned to the group home.

## **II. PROCUREMENT PROCESS**

### Proposal Acceptance

The Proposal shall consist of a Technical Proposal and Price Proposal. The Technical Proposal contents are set forth in Attachments D-1, D-2, and D-3. The Proposal evaluation will be based on both Pass/Fail criteria and a combined evaluation of price and technical evaluation criteria. Offerors will also be evaluated on their interviews with the State. The Price Proposal contents are set forth in Attachment C.

### Pre-Proposal Meeting

A **previously recorded** pre-proposal meeting **is available to Offerors using the link provided in the Prerequisites section of the RFP**. In order to submit a response Offerors must watch the recorded video as important information regarding the RFP will be discussed. Any new or additional information included at the pre-proposal meeting will be considered an amendment to the RFP and Offerors will be held accountable to that new information.

**There will be an Offeror Purchasing Process Meeting held via Google Meeting on June 29, 2018 at 2:00 PM MDT to provide Offerors additional information regarding this procurement process. Offerors may RSVP for this meeting by emailing [waphayrath@utah.gov](mailto:waphayrath@utah.gov) by 5:00 PM MDT on June 28, 2018.**

An Offeror Pre-proposal Q & A Meeting will be held via Google Meeting on July 11, 2018 at 2:00 PM MDT dependent on Offeror needs and open questions. Offerors may RSVP for this meeting by emailing [waphayrath@utah.gov](mailto:waphayrath@utah.gov) by 5:00 PM MDT on July 10, 2018.

Examination of RFP

It is the sole responsibility of the Offerors to examine, with appropriate care and diligence prior to submitting its response to the RFP, the RFP and all conditions which may in any way affect its response or performance under the Contract (if awarded).

Number of Anticipated Contract

The State intends to award a single contract to the Offeror that as the highest total combined score.

Length of Contract

It is anticipated that the awarded contract will have a term of 5 years.

Project Budget

The anticipated budget for this project is \$300,000 per contract year. The State maintains that there may be flexibility in this budget dependent upon Offeror expertise demonstrated through metrics and during the Clarification stage. Offeror may assume 4 guaranteed beds within its cost proposal.

The State may amend the awarded contract at any time to additional funds not contemplated at the time of this solicitation, including receiving additional funds for the awarded Offeror's value add-ons, additional federal or state funding, etc. Offeror shall provide options for performance-based incentives during the Clarification Phase that clearly identifies milestones and performance metrics.

Anticipated Schedule

The following is the anticipated schedule for this procurement. The Division reserves the right to alter these dates. All deadlines are prevailing (Daylight or Standard) Mountain Time.

ACTIVITY	DATE
RFP issued	June 18, 2018
Offeror Pre-Proposal Meeting previously recorded and provided in the Prerequisites and Buyer Attachments section	May 31, 2018 at 2:00 PM MDT (meeting was previously recorded on this date)
Offeror Purchasing Process Information Meeting	June 29, 2018 at 2:00 PM MDT
Offeror Pre-Proposal Q & A Meeting	July 11, 2018 at 2:00 PM MDT
Deadline for Questions during the Question and Answer Period	July 17, 2018 at 2:00 PM MDT
RFP Offeror Submittals Due Date	July 23, 2018 at 11:00 AM MDT
Interview	July 26 2018 time TBA
Identification of Potential Best-Value Offeror	July 26, 2018
Clarification Kick Off Meeting (on site)	August 2, 2018 at 2:00 PM MDT
Signing of Contract	August 9, 2018

Anticipated authorization to proceed	TBA
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Offerors are required to meet the dates set for the meetings and the information submittal outlined in the summary sheet. Failure to meet these dates may result in the proposal being considered non-responsive.

### Offer Forms

Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form instructions may result in disqualification.

Attachment	Form	Section that Describes Form	Value
Attachment A	RFP Cover Page, Declaration & Checklist	IV.1.a	Pass / Fail
Attachment B	Key Personnel Proposal Form	IV.1.b	Pass / Fail
Attachment C	Price Proposal Form	IV.1.c	Pass / Fail
Attachment D	Project Capability Submittal (LE, RA, VA) Checklist and Format	IV.1.d	Pass / Fail
Attachment D1	Level of Expertise (LE) Plan	IV.1.d	Value
Attachment D2	Risk Assessment (RA) Plan	IV.1.d	Value
Attachment D3	Value Added (VA) Plan	IV.1.d	Value

### Submitting a Response

All proposals must be submitted electronically through SciQuest. It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

All proposals are due no later than **11:00 AM MDT on Monday, July 23, 2018**. Late proposals shall not be accepted.

All materials submitted become the property of the State unless otherwise requested by the Offeror in writing at time of submission.

Materials may be evaluated by anyone designated by the State as part of the evaluation committee.

All costs incurred in the preparation and presentation of the proposal response will be paid entirely by the Offeror. Any costs incurred in making necessary studies or designs for the preparation will be paid entirely by the Offeror.

### III. PROPOSAL EVALUATION

To determine which proposal provides the best value to the conducting procurement unit, the evaluation committee shall evaluate each responsive and responsible proposal that has not been disqualified from consideration under the provisions of Part 7 of Utah Code 63G-6a, using the criteria described in this RFP.

An evaluation committee will evaluate and score the responses to the RFP based on the information provided in each response and the State's evaluation of the Offeror's understanding of the objectives of this project. The State may elect to contact listed references to gather information specific to their past history with the Offeror's firm.

Proposals will be reviewed based on the five criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Level of Expertise Plan (LE)	35
2	Risk Assessment Plan (RA)	10
3	Value Added Plan (VA)	10
4	Interview	15
5	Price Proposal Form	30

#### Scoring Methodology

Offerors responses to all of the rating categories, except price, will be scored using the following methodology:

1 = Fail, the proposal fails to address some or all of the requirements; fails to accurately address some or all of the requirements, or fails to demonstrate they can perform

2 = Unsatisfactory, the proposal addresses the requirements or criteria in the RFP unsatisfactorily

3 = Satisfactory, the proposal addresses all requirements or criteria in the RFP satisfactorily

4 = Good, the proposal addresses all requirements or criteria in the RFP and may exceed some

5 = Excellent, the proposal addresses all requirements in the RFP and exceeds them

For purposes of this solicitation, the requirements are Offerors must demonstrate in Attachments D1, D2, and D2 experience and high performing results with supporting or verifiable metrics.

Offerors that have demonstrated experience but was poor performing results with supporting metrics will receive a 1 or 2.

Offerors that have no experience or experience with no demonstrated or verifiable metrics will receive a 3.

Offerors that have experience and demonstrated high performing results with supporting or verifiable metrics will receive a 4 or 5.

The evaluation team will provide a score using the above mentioned methodology using the following:

1 point – Offeror has demonstrated experience but was poor performing with supporting metrics (this equals a 1 or 2)

5 points – Offeror has no experience or experience with no demonstrated or verifiable metrics (this equals a 3)

10 points – Offeror has experience and is high performing with supporting or verifiable metrics (this equals a 4 or 5)

Evaluation of the Price Proposal Form will be the Offeror will the lowest cost proposal will receive all 10 points available. The State reserves the right to reject any Proposal if it determines that the Price Proposal is significantly unbalanced to the potential detriment of the State.

## Description of Submittal Process and Evaluation Process

### *Questions Regarding Solicitation*

All questions must be submitted through SciQuest during the Question and Answer period.

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

### *Submittal Process*

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format.

Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) RFP Cover Page, Declaration and Checklist - Offerors will prepare and submit the RFP Cover Page, Declaration and Checklist – Using Attachment A, complete the forms.
- b) Key Personnel – Using Attachment B, complete the Key Personnel Proposal Form. The Offerors shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the Offerors propose to provide services pursuant to a resultant contract.
- c) Price Proposal Form – Using Attachment C, complete the Price Proposal Form. The price proposal form must identify the total price proposal for the solution that the Offeror is offering to solve the issue of the Agency described in this RFP. The total price does NOT include value add-ons.
- d) Project Capability (PC) Submittal - The Project Capability Submittal has three components; Level of Expertise Plan (LE), Risk Assessment Plan (RA), and Value-Added Plan (VA). See Attachments D, D1, D2 and D3.
  - i. Purpose of PC Submittal
    - (i) Assist Division in prioritizing Offerors submittals based on their expertise and ability to understand and deliver the deliverables for the project.
    - (ii) Provide high performing Offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous performance results.
  - ii. PC Submittal Format Requirements
    - (i) PC submittal must **NOT** contain any names that can be used to identify who the Offerors are (such as firm names, personnel names, Project names, or product names).
    - (ii) A PC proposal template is included in this RFP. This document must be used by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
    - (iii) Failure to comply with any of the PC format requirements may result in disqualification.
    - (iv) The PC submittal shall not contain any marketing information. The submittal should be used to prove to The State that the Offeror has expertise for the specific project being proposed on.
  - iii. Overview of the Level of Expertise Plan - The Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capability and understanding of The State's specific needs. Offerors should identify high performance claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities

listed in the LE plan must be included in the price proposal form. (See Attachments C and D1).

- iv. Overview of the Risk Assessment Plan - Offerors should list and prioritize major risk items that are caused by other stakeholders on this project that could cause the Offeror's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Offeror does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to The State. Do not include in this submittal any risks caused by a lack of the Offeror's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. Offerors must also explain how they will mitigate, manage, and/or minimize the risk. The supporting performance information can include how many times the risk was previously mitigated, and the impact on the performance on the project in terms of customer satisfaction (see Attachment D2).
- v. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit The State. These options or ideas may also be referred to as additional or optional services. Where applicable, the Offeror should identify: 1) what The State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The Offeror should list the cost and time impact of its options or ideas. The ideas identified in the Value-Added Plan must NOT be included in the Offeror's Price Proposal Form. (See Attachment C and D3).
- e) Interviews - The Offerors will be required to participate in an interview. The State selection committee will interview only the Offeror's project lead. Interviews may be held either in person or via an electronic method (by telephone, google hangout, etc.)
- f) Clarification Phase - The potential best-value Offerors will be required to perform the Clarification Phase functions outlined in Attachment E. The intent of this period is to allow the Offerors an opportunity to clarify their proposal, address any issues or risks, allow The State to add any concerns, and to prepare a Clarification Phase document. If the State cannot come to an agreement with the potential best-value Offeror then the State may move onto the next best-value Offeror.

#### **IV. Award**

After the evaluation and final scoring of proposals is completed, the State shall award the contract as soon as practicable (subject to the requirements of Utah Code Section 63G-6a-708) to the eligible responsive and responsible Offeror, subject to Utah Code Section 63G-6a-709(2), provided the RFP is not canceled in accordance with Utah Code Section 63G-6a-709(2)(b).

The State will notify each Offeror of The State's selection in writing.

- a. The State reserves the right to reject any or all proposals and to award to more than one Offeror and to other than the lowest-priced Offeror. The decision of the RFP award(s) by The State is final.



- b. The State at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- c. The State reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is dependent upon the Offeror's Scope of Work (SOW) being acceptable to The State. Proposal responses and contents provided by the Offeror will be considered contractual obligations. Any existing agreements with the selected Offeror are construed as representative of minimum terms and conditions between The State and the Offeror. Any new or unique requirements as a result of the RFP response can be added or amended, at The State's sole option, to the existing agreements. It should be understood that obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

The awarded Offeror's performance will be tracked through the Weekly Risk Report System (See Attachment F).

**ATTACHMENT A – RFP COVER PAGE, DECLARATION AND CHECKLIST**

Offeror's Name: \_\_\_\_\_

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Offeror's Proposal.

Offeror's Name:	
Address:	
City:	
State:	
Country:	
Post Code:	
Point of Contact for this RFP:	
Phone:	
Email:	

The following documents are required for this proposal (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- Attachment A      RFP Cover Page, Declaration & Checklist
- Attachment B      Key Personnel Proposal Form
- Attachment C      Price Proposal Form
- Attachment D      Project Capability Submittal (LE, RA, VA) Checklist and Format
- Attachment D (1)    Level of Expertise (LE) Plan
- Attachment D (2)    Risk Assessment (RA) Plan
- Attachment D (3)    Value Added (VA) Plan

**ATTACHMENT B – KEY PERSONNEL PROPOSAL FORM**

**CRITICAL TEAM COMPONENT:**

**Project Lead:**

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**ATTACHMENT C – PRICE PROPOSAL FORM**

Total Cost\* for entire project for duration of the contract:

\$ \_\_\_\_\_

\*Do not include costs associated with Attachment D(2) – Risk Assessment Plan or Attachment D(3) Value Added Plan.

## ATTACHMENT D – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 6-page PC Submittal limit. Failing to answer or answering “No” to any of the questions below may result in disqualification. Offerors may delete the example on attachments D1, D2, and D3 in order to meet the 2 page maximum requirement.

1. Is your PC Submittal (attachments D1, D2, & D3) a total of 6 pages or less (2 pages maximum per document)?  Yes  No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?  Yes  No
3. Do you understand that you have to use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?  Yes  No
4. Do you understand that the contents of PC Submittal will become part of the Contract?  Yes  No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?  Yes  No

## ATTACHMENT D (1) – LEVEL OF EXPERTISE (LE) PLAN

This template MUST be used. The Level of Expertise Plan should identify the Offeror's **capability to meet the project's requirements** with a plan that meets the projects goals. The capability claims should be prioritized (list the most important claims first). The Offeror may add or delete Level of Expertise Claim table templates, but **do not exceed the 2-page limit for this section**. Do NOT include any identifying information in your Level of Expertise Plan. Information listed under the "Documented Performance" line may describe where the Offeror has used the approach or solution previously, and what the results were in terms of verifiable metrics. Offerors may delete the example when completing this document.

### Example:

**Level of Expertise Claim:** *Our project manager has a significant amount of experience in similar projects with very high performance.*

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**Documented Performance:** *He has successfully run five similar group homes in the last four years with a current customer satisfaction of 10.0 [out of max 10.0] and 90% of the youth complete all of the court orders in a timely manner*

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**Level of Expertise #1 Claim:**

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**Documented Performance:**

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**Level of Expertise #2 Claim:**

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**Documented Performance:**

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**Level of Expertise #3 Claim:**

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**Documented Performance:**

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**Level of Expertise #4 Claim:**

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**Documented Performance:**

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**Level of Expertise #5 Claim:**

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**Documented Performance:**

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## ATTACHMENT D (2) – RISK ASSESSMENT (RA) PLAN

This template must be used. The Risk Assessment Plan should address the risks that the Offeror **does NOT control**. The risks should be prioritized (list the greatest risks first). The Offeror may add or delete Risk table templates, but **do not exceed the 2-page limit for this section**. Do NOT include any identifying information in the Risk Assessment Plan. Information listed under the “Documented Performance” line may describe where the Offeror has used the approach or solution previously, and what the results were in terms of verifiable metrics. These instructions and the example below may be deleted from this form. Offerors may delete the example when completing this document.

### Example:

**Risk Description:** *The orders from the court may not address the specific needs of a youth assigned to the group home.*

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**Solution:** *The Offeror has worked with the courts to have new orders prepared to meet the specific needs of the court.*

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**Documented Performance:** *The project manager has experienced this issue over the past few years and has been successful 5 out of 5 times in getting new court orders. The result is a better treated youth.*

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**Risk #1 Description:**

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**Solution:**

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**Documented Performance:**

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**Risk #2 Description:**

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**Solution:**

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**Documented Performance:**

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## ATTACHMENT D (3) – VALUE ADDED (VA) PLAN

This template must be used. The Value-Added Plan should identify any **value-added options or ideas that may benefit The State**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add or delete Value Added Claim table templates, but **do not exceed the 2-page limit for this section**. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Offeror has used the approach or solution previously, and what the results were in terms of verifiable metrics. Offerors may delete the example when completing this document.

### Example:

**Item Claim:**

*Assistance in gathering data required for better understanding of youth needs.*

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*Often the court orders and assessments miss key information regarding the youth. By tracking data the Offeror is able to report back to courts to get better evaluations.*

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**How will this add value?**

**Documented Performance:**

*This approach has been used in 4 similar projects saving the State \$10,000 in improper treatments.*

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**Cost Impact (%):**

*5%*

**Schedule Impact (%):**

*10%*

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**Item #1 Claim:**

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**How will this add value?**

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**Documented Performance:**

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**Cost Impact (%):**

**Schedule Impact (%):**

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**Item #2 Claim:**

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**How will this add value?**

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**Documented Performance:**

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**Cost Impact (%):**

**Schedule Impact (%):**

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## **ATTACHMENT E – CLARIFICATION PHASE GUIDE**

### **1. OVERVIEW**

- a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless The State requests changes. The Clarification Phase is started by the notification of the best value Offeror and ended by the final presentation to The State after all issues have been addressed. If The State is not satisfied during the Clarification Phase, or upon completion of the Clarification Meeting, The State may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Meeting). If The State is satisfied with the potential best-value Offer, The State will proceed to Award a Contract.
- b. The Clarification Phase is carried out prior to the signing of the contract. At the end of the project, The State will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project with risk mitigation.
- c. It is the Offeror's responsibility to ensure it understands the scope of the project and to clearly identify what it is delivering. It is The State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Offeror's responsibility to manage and mitigate the risk of the project.
- d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The State has the right to accept or reject this proposal. The State also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major products of the Clarification Phase include the scope of the project, the simplified Risk Assessment Plan (RA), the breakout of the project and costs in a weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Offeror/ Offeror.
- e. In many cases, one of the Offeror's biggest risks (in terms of delivering the service with high satisfaction) is the client. Therefore, it is in the Offeror's best interest to identify any issues or concerns with a risk mitigation plan during the Clarification Phase.

### **2. PRE-PLANNING AND COORDINATION**

- a. Offerors may be required to provide The State with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
- b. The State requires that the Offeror attend a Kick-Off Meeting to present its proposal, the simplified financial schedule, Risk Assessment Plan (RA), and to identify additional issues or concerns that The State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
  - i. Ensure that The State has invited all The State stakeholders and participants to the meeting (including client, sub Offerors, designer / AE, interested parties, etc.).
  - ii. Present the scope of services ("what is in" and "what is out").
  - iii. Present the simplified funding schedule and Risk Management Plan (RMP). This includes risks and potential mitigation to the risks.

- iv. Identify client responsibilities.
  - v. Present the Weekly Risk Report (WRR) format.
  - vi. Field questions and concerns from client stakeholders.
  - vii. Listen to concerns, issues, and comments from The State stakeholders.
  - viii. Propose a schedule to finalize Clarification Phase and the contract documents.
- c. Once the Clarification Kick-off Meeting is held, and if The State is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
- i. Revisit the site/buildings/campus to do any additional investigating.
  - ii. Coordinate with all parties that will be involved with the project.
  - iii. Resolve concerns and issues they have with mitigating actions.
  - iv. Finalize the Clarification Documents (contract, WRR, financial schedule, RMP, project scope.)

### **3. CLARIFICATION DOCUMENT**

The final Clarification Document will include the following:

- a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
- b. Finalized scope documents which includes details on the how the tasks will be completed.
- c. Description of the end deliverable in terms of simplified metrics.
- d. Risk Management Plan (RMP) - The Offeror will create a document identifying risks that it does not control that could occur on this contract. This plan will also have mitigation strategies. This plan also must include concerns from The State and how the Offeror/ Offeror will minimize those concerns.
- e. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, client and client stakeholders to perform the work.
- f. Weekly Risk Report format (WRR)
- g. Project financial summary.
  - i. The Offeror's plan or proposed scope of work.
  - ii. A list of agreed/accepted Value-Added Options (with impact to price)
  - iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
- h. Project and emergency contact list.
- i. PowerPoint presentation that describes the scope of the project in terms of time, deliverables and how the deliverables acceptance will be decided.

### **4. CLARIFICATION SUMMARY MEETING**

- a. The Clarification Summary Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question and answer session. The Offeror and The State stakeholders must not wait for the meeting to ask questions. All coordination and planning with The State should be done prior to the meeting.

- b. The Offeror should give a presentation, which walks The State through the entire project and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the State is responsible for in this project. The Offeror must convince The State that they have minimized or mitigated all risks and will not be surprised once the project begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Document.

## **ATTACHMENT F – WEEKLY RISK REPORTING SYSTEM GUIDE**

### **Overview**

The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for The State in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by The State (scope changes, unforeseen conditions, etc.). The State's Project Manager may also require the Offeror to document risks that may impact The State satisfaction.

### **Submission**

The weekly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from The State upon request.

The completed report must be saved using the date and name of the Project given by The State (Format: YYMMDD\_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2018, should be labeled '181007\_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, scope changes or unforeseen events that are risks to the project in terms of scope and deviations, or The State satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the risk log, along with the following: Identification date (date the risk was identified), likelihood, impact, response plan for high risks which would include resolution due date.

When a risk has become an issue, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final price (in dollars).

As risks or issues arise that warrant attention, the Offeror should not wait to submit the risk report. The Offeror must contact The State if there are any risks or potential risks identified that are or could be rated at a high level. The Offeror is also required to provide a satisfaction rating based on the identified risk or issue and their plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Offeror may modify its satisfaction ratings at any time throughout the Project. When a risk is eliminated or an issue is resolved, the actual date of elimination or resolution must be listed.

The State will analyze the reports for accuracy and timeliness. The reports will be used in part by The State to determine the overall final performance rating of the Offeror (and its team).

## **ATTACHMENT H – ADDITIONAL INFORMATION**

### **Property of the Division**

All documents submitted by the Offeror in response to this RFP become the property of the Division and will not be returned to the Offeror, except for the protected records as described below. (Government Records Access and Management Act (GRAMA)).

### **Errors**

If the Offeror identifies any mistake, error, or ambiguity in the RFP at any time during the procurement process, it is the duty of the Offeror to notify the Division of the recommended correction in writing.

### **Prohibited Activities**

If the Offeror or anyone representing the Offeror offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the State of Utah or any of its employees, agents or representatives at any time during this procurement process the Division will immediately disqualify the Offeror.

### **Addenda**

The State reserves the right, in its sole discretion, to revise, modify, or change the RFP and/or procurement process at any time before the Proposal Due Date. The Division issues such revisions through issuance of an Addendum to the RFP. Any such revisions are bound into and included as part of the Contract only if issued through an Addendum.

### **No Public Opening of Proposals**

There will be no public opening of Proposals. After the specified time for submitting Proposals, all Proposals will be electronically opened and reviewed for responsiveness to the requirements of the RFP.

### **Late Proposals**

The Division will not consider any late Proposals. Proposals received after the deadline for submittal of Proposals will be returned to the Offeror, unopened.

### **Government Records Access and Management Act (GRAMA)**

The Division will maintain a nonpublic process for the duration of this procurement. Pursuant to Subsection §63G-2-305(6) of the GRAMA, all records related to this procurement, including, but not limited to Statements of Qualifications (SOQs), evaluation, and Short-List procedures, Proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records until the Contract has been executed by all necessary officials of the Design-Builder and the Division.

The Government Records Access and Management Act (GRAMA), Utah Code Ann., §63G-2-101 et seq., provides in part that certain records are protected if properly classified.

Offerors are responsible for determining which information, if any, they wish to be protected under a Claim of Business Confidentiality, and are responsible for taking appropriate action to do so. An

entire proposal may not be protected under a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Offeror must, at the time the information is provided to the Division, include a Claim of Business Confidentiality Form. It is the responsibility of the Offeror to complete Form in accordance with Subsection §63G-2-309.

If nothing in the Proposal is being protected under a Claim of Business Confidentiality, indicate on Form by stating "NA" on the submitted form. If no Form is completed then the State will treat the proposal as not containing any confidential information,

### **State Rights**

The State may investigate the qualifications of any Offeror under consideration, may require confirmation of information furnished by an Offeror, and may require additional evidence of qualifications to perform the Work described in this RFP. The State reserves the right, in its sole and absolute discretion, to:

- A. Reject any or all Proposals.
- B. Issue a new RFP.
- C. Cancel, modify, or withdraw the entire RFP.
- D. Cancel the award of any Contract before execution without liability.
- E. Issue Addenda, supplements, and modifications to the RFP.
- F. Modify the RFP process (with appropriate notice to Proposers).
- G. Appoint an Evaluation and Selection Committee and evaluation teams to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation.
- H. Revise and modify, at any time before the Proposal Due Date, the factors it considers in evaluating Proposals and to otherwise revise or expand its evaluation methodology. The Division may extend the Proposal Due Date if such changes are deemed by the Division, in its sole discretion, to be material and substantive.
- I. Hold meetings and/or exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual informational meetings are held, the Division affords all Proposers an opportunity to participate in such meetings.
- J. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
- K. Waive weaknesses, discrepancies, informalities, omissions or minor irregularities in Proposals, and seek and receive clarifications to a Proposal.
- L. Hold the Proposals under consideration for the duration of the Contract Award Period.
- M. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
  - a. Default on the part of an Offeror under previous contracts with the State;
  - b. Unsatisfactory performance of previous work by Offeror under previous contracts with the State;
  - c. Debarment or suspension under Division or Federal regulations to the Offeror;
  - d. Any other reason affecting the Proposer's ability to perform, or record of business integrity; and/or
  - e. The Proposer is not otherwise qualified and eligible to receive an award of the

Contract under applicable laws and regulations.

**Disclaimers**

This RFP does not commit the State to enter into a Contract, nor does it obligate the State to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event is the State to be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to the State, has been executed and authorized by the Division and approved by all required authorities.

Offerors are responsible to review Part 16 of the Utah Procurement Code and applicable rules to understand the State's protest process. Any protest not set forth in writing within the time limits specified in Part 16 is null and void and will not be considered.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

**Proposal Revisions**

During the clarification phase the State may enter into a discussion with the selected Offeror to determine final costs based on the final scope of work approved by the State and the vendor.

During these discussions the selected Offeror's total price may not go higher than originally priced.

### Claim of Business Confidentiality

**Name of Proposer:**

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Pursuant to Utah Code Ann. § 63G-2-305(1) and (2), and in accordance with Utah Code Ann. § 63G-2-309, the undersigned asserts a claim of business confidentiality to protect the following information submitted in response to this RFP.

This claim is asserted because this information requires protection as it includes:

- Reason A: Trade secrets as defined in Utah Code Ann. § 13-24-2(4) and referenced in Utah Code Ann. § 63G-2-305(1).
  
- Reason B: Commercial information or non-individual financial information as defined in Utah Code Ann. § 63G-2-305(2).

This statement of reasons supporting the claim of business confidentiality applies to the following information in this response:

DOCUMENT	PAGE	¶	REASON ("A" or "B" above, plus a <b>detailed</b> explanation)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

Please use additional sheets if needed. Provide a redacted version of each document by marking "REDACTED VERSION" on all pages.