# STATE OF ALASKA REQUEST FOR PROPOSALS



# AFTERSCHOOL ACTIVITIES PROGRAM CONSULTING RFP 0616-099

ISSUED DECEMBER 18, 2018

THE OFFICE OF SUBSTANCE MISUSE AND ADDICTION PREVENTION (OSMAP), MARIJUANA EDUCATION PROGRAM, IS SOLICITING FOR A CONTRACTOR TO PROVIDE SERVICES COORDINATING AND PROVIDING TRAINING AND TECHNICAL ASSISTANCE TO ALASKAN AFTERSCHOOL PROGRAMS. THE CONTRACTOR WILL WORK WITH AFTERSCHOOL PROGRAMS TO IDENTIFY TRAINING PRIORITIES, BUILD CAPACITY AND EXPAND FUNDING OPPORTUNITIES FOR YOUTH TO ATTEND AFTERSCHOOL AND SUMMER PROGRAMS.

ISSUED BY: PRIMARY CONTACT:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH

Kristie Ely Procurement Officer kristie.ely@alaska.gov

(907) 465-8209

#### OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

#### SEC. 1.01 PURPOSE OF THE RFP

THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, OFFICE OF SUBSTANCE MISUSE AND ADDICTION PREVENTION (OSMAP) IS SOLICITING FOR A CONTRACTOR TO PROVIDE SERVICES COORDINATING AND PROVIDING TRAINING AND TECHNICAL ASSISTANCE TO AFTERSCHOOL PROGRAMS. THE CONTRACTOR WILL WORK WITH AFTERSCHOOL PROGRAMS TO IDENTIFY TRAINING OPPORTUNITIES, BUILD CAPACITY AND EXPAND FUNDING OPPORTUNITIES FOR YOUTH TO ATTEND AFTERSCHOOL AND SUMMER PROGRAMS. A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS TO BE PROVIDED IN SECTION 3.

#### SEC. 1.02 BUDGET

Department of **HEALTH AND SOCIAL SERVICES**, estimates a budget of \$50,000.00 for year one and an amount not to exceed **\$200,000.00** dollars for each subsequent year (of 2 renewal options). Proposals priced at more than **\$450,000.00** total 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 **4 PM** prevailing Alaska Time on **JANUARY 15, 2018**. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

#### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

A minimum of two (2) years' experience, within the last five (5) years, in conducting trainings and supporting local grantee activities in the context of positive youth development and youth program quality initiatives and/or public health or education initiatives.

A minimum of two (2) years' experience, within the last five (5) years providing planning, evaluation and technical assistance to public health, education or advocacy groups.

A minimum of two (2) years' experience in general public education development and collateral resources, including social media.

At least (2) years prior experience monitoring grantee progress and developing trainings in response to grantees' needs.

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

#### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be

disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

#### 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. Questions must be received no later than **4 PM** prevailing Alaska Time on **JANUARY 3RD, 2018**.

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.

PROCUREMENT OFFICER: KRISTIE ELY – PHONE 907-465-8209 EMAIL kristie.ely@alaska.gov

#### SEC. 1.07 RETURN INSTRUCTIONS

All submissions for RFP 0619-099 – Afterschool Activities Program Consulting will be accepted by:

#### **Email Submission**

The preferred method of response submission to this solicitation is via email, sent to the following address:

#### hss.procurement.proposal@alaska.gov

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). 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; each email must complying with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the issuing agency has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

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

#### **Paper Submission**

If submitted a proposal by mail, Offerors must submit one hard copy of their proposal, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

The sealed proposal package(s) must be addressed as follows:

Department of Health and Social Services
Division of Finance and Management Services

Attention: Kristie Ely, Procurement Officer

RFP Number: 0619-099

RFP Title: Afterschool Activities Program Consulting

If mailing via US Mail, please use the following address:

PO Box 110650 Juneau, AK 99811-0650

If utilizing a delivery service, please use the following address:

333 Willoughby – Suite 760 Juneau, AK 99801

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

Faxed proposals will not be accepted. Oral proposals will not be accepted.

#### SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

#### (a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

#### (b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

#### (c) VENDOR TAX ID

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

## (d) Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Health and Social Services reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

## (e) FEDERAL REQUIREMENTS

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

#### SEC. 1.09 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. 1.10 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. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

#### SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP DECEMBER 18, 2018,
- Pre-Proposal Teleconference: 2 pm prevailing Alaskan Time, December 27, 2018,
- Questions must be received no later than 4 PM prevailing Alaska Time on JANUARY 3<sup>RD</sup>, 2018,
- Deadline for Receipt of Proposals: 4 pm prevailing Alaskan Time, January 15<sup>th</sup>, 2019,
- Proposal Evaluation Committee complete evaluation by JANUARY 22, 2019,
- State of Alaska issues Notice of Intent to Award a Contract JANUARY 23, 2019,
- State of Alaska issues contract FEBURARY 3, 2019,
- Contract start FEBRUARY 4, 2019.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of HEALTH AND SOCIAL SERVICES, or the Commissioner's designee. Upon written

notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 2pm on December 27, 2018. Tel: 888-392-4560, Participant code: 1291538#

#### SEC. 1.14 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. 1.15 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

Beginning February 24, 2015, it became legal (AS 17.38) for adults ages 21 years or older to use and possess marijuana for personal use in Alaska. Legalization of marijuana for use among adults could significantly increase access to marijuana among youth and is a growing concern for adolescent health. Adolescents who regularly use marijuana are at elevated risk for cognitive declines, poor educational achievement, mental illness in adulthood, and injury and death cause by marijuana-impaired driving [1]. Also, it is still illegal for anyone under 21 years to possess, use, or distribute marijuana. Youth who are caught with marijuana may mean getting charged with a Minor in Possession, which can involve fines, public service hours, and misdemeanor/felony charges. Youth may also be referred to the juvenile justice system, which can carry stiff penalties. Youth may also be kicked off their sports teams, afterschool activities, suspended or expelled from school, and risk losing their federal financial aid for college.

Marijuana use among Alaska youth is not uncommon, but it has also not increased over the past ten years among traditional high school students. According to the 2017 Youth Risk Behavior Survey, approximately 42% of traditional high school students in Alaska have ever tried marijuana and 22% reported using marijuana during the past 30 days. Youth who think marijuana is risky are much less likely to use marijuana regularly, and yet only 19% of traditional high school students think there's great risk of harm in using marijuana 1-2 times per week. Parental disapproval also plays a significant role in preventing youth marijuana use, and 73% of students believe their parents would feel it would be wrong for them to use marijuana. For both adults and youth, marijuana use and driving is illegal, and in 2017, 16% of traditional high school students reported driving a car or other vehicle after they had been using marijuana.

Alaskan communities, schools, and adults all play an important role in preventing youth marijuana use. Youth who agree that teachers care and encourage them, whose parents talk with them about what they are doing in school every day, who feel connected to their community are less likely to have used marijuana in the past month. Of importance to this project, youth who take part in afterschool activities are 29% less likely to have used marijuana in the past month.

#### The Role of Shared Risk and Protective Factors:

<u>Alaska research</u> has shown an individual's social conditions and life experiences are associated with different types of behavior [2]. These social and personal influences can be described as risk and protective factors. Various risk and protective factors affect youth substance abuse, delinquency, and other risk behaviors. The more risk factors an adolescent has at the individual, family, school or community level, the more likely they are to engage in risk behaviors. The more protective factors present in an adolescent's life, the more likely they are to engage in prosocial and developmentally-healthy behaviors. Specifically, afterschool programs serve as a protective factor in mitigating a variety of risk factors.

National research also supports the protective role that after-school programs play in regards to social and behavioral outcomes. Studies have found that the peak in juvenile crime during after-school hours could be mitigated through adult supervision and activities for youth after school in order to keep youth off the streets and provide positive activities and role models [5, 6]. Other research has found associations between both parental supervision and unstructured time after school to delinquent behavior, substance use, high-risk sexual behavior, and risk-taking behaviors [7, 8, 9]. By providing a safe place and supervised time after school, teaching and promoting new skills, and offering opportunities for positive adult and peer interaction, after-school programs have the potential to positively impact youth developmental outcomes both short and long-term.

To learn more, please see the following research:

The Role of Afterschool Programs. Prepared for the Alaska Afterschool Network by the McDowell Group.

January 2018

🛂 Risk and Protective Factors for Adolescent Substance Use. Alaska Division of Behavioral Health. January 2011

In response to the state's legalization of retail marijuana the 30<sup>th</sup> Legislature passed Senate Bill 104 (<u>SB104</u>) creating a Marijuana Education and Treatment Fund. This fund serves as a special account in the general fund where 25% of the excise tax collected on marijuana products will be deposited. In accordance with AS 44.29.020(a) the Department of Health and Social Services will design and implement a comprehensive marijuana use prevention, education, and treatment program. A portion of the Marijuana Education program funds will be used to support organizations that serve children, youth and their families through afterschool activities programs.

Grant program goals will be to:

- Provide recreational, educational, and character-building programs for youth outside school hours;
- Enhance individual, family, school, and community protective factors while reducing risk factors related to marijuana use;
- Reduce initiation and promote cessation of marijuana use by youth, reduce youth access to marijuana products, and reduce exposure of youth to impaired driving dangers related to marijuana use; and
- Address marijuana use prevention through outcome-based curricula, adult peer mentoring, and opportunities for positive, prosocial leisure and recreational activities.

Afterschool programs will also be required to implement youth program quality initiatives foster professional development by engaging staff who serve youth as change agents in a continuous improvement cycle to assess, plan, and improve. This approach is based in positive youth development research, and the desire to create a safe, supportive, and productive environment for youth.

#### **Health Equity**

Health equity is a value of the Office of Substance Misuse and Addiction Prevention. To achieve optimal health for Alaskans, this program engages in and supports activities that promote health equity and respect for diversity.

Achieving health equity means addressing unjust health disparities through the modifiable social and economic conditions that policies can shape. These conditions include education, income, poverty, and housing, as well as access to safe places to play and be active and the availability of transportation, good schools, tobacco-free environments and nutritious food. Health equity is aligned with the acknowledgement and respect of diversity within a community. To this end, we expect our partners to incorporate this value into the work they do on behalf of our program.

## SECTION 3.SCOPE OF WORK & CONTRACT INFORMATION

#### SEC. 3.01 SCOPE OF WORK

The Office of Substance Misuse and Addiction Prevention (OSMAP) is soliciting proposals to coordinate training and technical assistance to youth-serving organizations, and in FY20, to provide technical assistance and training to DHSS funded afterschool programs across Alaska. The contractor will also work with afterschool programs to provide funding to build capacity, and provide funding to programs to expand opportunities for youth to attend afterschool and summer programming. The main objective of this project is to support afterschool programs by way of specialized training and technical assistance so that Alaskan children, youth and families can participate in quality afterschool programs.

#### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 31, 2019 to June 30, 2019 with two (2) one (1) year renewals to be exercised at the sole discretion of the State.

The approximate contract schedule is as follows:

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

#### **DELIVERABLES**

A successful offeror will be required to provide the following deliverables for the Marijuana Education program to develop, implement, and sustain comprehensive afterschool program training and technical assistance objectives. In FY19 the successful offeror will:

- 1. Provide subject matter expertise to the Marijuana Education program and assist with the development of the grant request for proposals (RFP) for afterschool programs. In conjunction with the Marijuana Education program, the offeror will:
  - a. Serve as an expert in afterschool best practices designed to promote protective factors and mitigate risk factors.
  - b. Provide OSMAP with a technical assistance plan with detailed strategy for youth afterschool grant program, and contribute to the evaluation plan.
  - c. By June 30, 2018: Develop a detailed strategy for the youth afterschool grant program, which is sensitive and reflective of both cultural and regional perspectives.
  - d. By June 30, 2018: Contribute to an evaluation plan that examines process, output, and outcomes of the afterschool grant program.
  - e. Create ways to engage collaboration between partners, stakeholders, and contractors.
- 2. In consultation with the Marijuana Education program develop a framework to support programming, attendance, and building additional capacity when, and if, funds become available.
  - a. Develop applications for programs to request additional funding.
  - b. Evaluate and determine applicant's approval for additional funding.
  - c. In coordination with the Marijuana Education, administer funding to eligible programs.

- 3. Participate in meetings with project staff in Anchorage as needed, at a minimum these meetings will be once per quarter and can be done via teleconference.
- 4. Provide OSMAP with quarterly TA and Training reports.

#### Additional deliverables in FY20 and FY21

- 1. Provide evidence-based, evidence-informed technical assistance to funded afterschool programs.
  - a. Provide technical assistance to afterschool programs via phone calls, email, and in person communication.
  - b. Facilitate goal setting and planning sessions with afterschool programs to advance program goals.
- 2. Develop and implement training and technical assistance plan for the afterschool grant program.
  - a. Survey the need for trained for professionals working in afterschool programs, and develop and implement training plan for afterschool programs and professionals working with youth and families.
  - b. Training curriculum should be relevant to program goals, consistent with best practices for afterschool programs and program strategic objectives, and respond to community needs.
  - c. Feedback from evaluation projects, such as grantee surveys or surveillance and evaluation projects, must be taken into consideration to help inform training plans.
- 3. In conjunction with other annual afterschool networking events—plan, coordinate and facilitate one annual conference training, to be held in Anchorage each year.
  - a. This conference will be a minimum of 1 day for a goal of 100 attendees in Anchorage, AK. Goal of training will be to increase knowledge, expand capacity and raise awareness of all attendees, as it pertains to the overall goals of the afterschool activities grant program.
  - b. The contractor will be responsible for planning, negotiating, and managing conference site arrangements including, at a minimum: paying for the conference location, audiovisual and related supplemental services, food and beverage, speaker fees and any guest speaker travel related expenses, facility costs, amenities and supplies. The contractor will be expected to scope meeting location sites and reserve hotel room blocks for lodging for attendees.

**NOTE**: The contractor will not be responsible for travel costs of grant program attendees.

The State of Alaska will facilitate travel costs for vendor if located outside of the Anchorage area.

- 4. Provide orientation materials and supporting resources to new grant program staff on an ongoing, as needed basis.
  - a. All new grant coordinators and associated staff will receive a welcome email, introducing the coordinator to the program, providing resources and training links for review. All new staff will be added to a grantee contact list, which will be forwarded to funded afterschool programs once per quarter, or as appropriate.
  - b. The orientation information for new grant staff will provide an overview for new afterschool programs and grant coordinators working with DHSS, including reporting requirements, additional training opportunities, and technical assistance resources available to each grantee and partner organization.
- 5. Host, maintain, and facilitate ongoing webinars once per quarter for afterschool programs, partners, and stakeholders;
  - a. These webinars are to be informative in nature and provide content that is relevant to all afterschool programs and partners. Webinar topics, speakers, and dates must be approved by program staff twenty days prior to delivery. Webinar content and topics should be aligned with training needs and the annual afterschool training and technical assistance plan.
  - b. A calendar and announcements of webinars must be sent to all afterschool programs and partners once the training and technical assistance plan has been finalized.
  - c. The webinar must be recorded and a link to the recording must be sent to all afterschool programs and partners within one week of webinar.

**NOTE**: Contractor will provide and pay for all applicable webinar technology. Contractor will also ensure that the webinar technology is compatible and accessible to stakeholders throughout Alaska.

#### PROPOSED PAYMENT PROCEDURES

The state will process quarterly invoices. Contractor will need to have invoices break down the amounts for: TA and Training provided, training and TA plan and contributions.

#### CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services 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.

#### SEC. 3.03 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the Contractors Work Site.

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

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

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

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

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

#### SEC. 3.04 SUBCONTRACTORS

Subcontractors are not allowed.

#### SEC. 3.05 JOINT VENTURES

Joint ventures will not be allowed.

#### SEC. 3.06 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.

#### **CONTRACT PERSONNEL**

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

#### INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

#### **CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

#### 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).

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

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.

#### INSURANCE REQUIREMENTS

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

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

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

#### TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

#### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

#### INTRODUCTION

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

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

#### UNDERSTANDING OF THE PROJECT

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

#### METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

#### MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

#### **EXPERIENCE AND QUALIFICATIONS**

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

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

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

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

#### **COST PROPOSAL**

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

## **EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

## SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

#### Proposals will be evaluated against the questions set out below:

- 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) Has the offeror demonstrated a process for determining how they will assess grantee training and technical assistance needs?
- 4) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 5) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- 6) To what extend has the offeror demonstrated familiarity with Alaska communities, and how training and technical assistance will be tailored to the community of population groups' needs?

#### METHODOLOGY USED FOR THE PROJECT (15%)

#### Proposals will be evaluated against the questions set out below:

- 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?

## MANAGEMENT PLAN FOR THE PROJECT (15%)

#### Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP? Has the offeror provided a workflow chart or logic model that clearly outlines the technical assistance and training process?
- 2) How well is accountability completely and clearly defined? Has the offeror addressed how they will communicate with the project director related to reporting and addressing any concerns with the project?
- 3) Is the organization of the project team clear? Has the offeror provided an organizational chart outlining staff roles and responsibilities?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems and how they would approach resolving problems in coordination with project director?

## **EXPERIENCE AND QUALIFICATIONS (10%)**

#### Proposals will be evaluated against the questions set out below:

#### 1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience conducting trainings to support youth quality initiatives and/or related to afterschool programming?
- b) Do the individuals assigned to this project have experience preparing training manuals, and developing, hosting, and facilitating training events?
- c) Do the individuals assigned to the project have experience providing technical assistance on youth program quality initiatives and/or best practices for afterschool programs?
- d) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- e) How extensive is the applicable education and experience of the personnel designated to work on the project?

#### 2) Questions regarding the firm and subcontractor (if used):

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

## **CONTRACT COST (40%)**

Overall, a minimum of **40**% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

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

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

## ALASKA OFFEROR PREFERENCE (10%)

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

## SECTION 6. GENERAL PROCESS INFORMATION

#### INFORMAL DEBRIEFING

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

#### ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806,** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- 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. 6.01 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.

#### **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. 6.02 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. 6.03 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION**CRITERIA AND CONTRACTOR SELECTION.

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.

#### 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 will be decided upon closure of solicitation.

#### SEC. 6.04 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. 6.05 OFFEROR NOTIFICATION OF SELECTION

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

#### SEC. 6.06 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."

#### APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process.

Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration**, **Division of General Service's** web site:

#### http://doa.alaska.gov/dgs/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.

#### 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 Statement**

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

#### 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.

#### Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

#### ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

#### FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)]  $\div$  (Cost of Each Higher Priced Proposal)

#### SEC. 6.07 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

## (a) FORMULA USED TO CONVERT COST TO POINTS

#### 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 100 points to cost. This means that the lowest cost will receive the maximum number of points.

#### Offeror #1 receives 40 points.

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

#### Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000  $\div$  \$42,750 cost of Offeror #2's proposal = 37.4

#### Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost =  $1,600,000 \div $47,500$  cost of Offeror #3's proposal = 33.7

## (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

#### STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

#### STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #3	90 points	(80 points + 10 points)
Offeror #2	84 points	(74 points + 10 points)
Offeror #1	83 points	

#### STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## SECTION 7. GENERAL LEGAL INFORMATION

#### STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

#### PROPOSAL AS A PART OF THE CONTRACT

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

#### 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. 7.01 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: http://www.state.gov/j/tip/

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

#### SEC. 7.02 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. 7.03 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. 7.04 DISCLOSURE OF PROPOSAL CONTENTS

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

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

#### SEC. 7.05 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. 7.06 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. 7.07 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.

#### SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 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. 7.08 CONTRACT INVALIDATION

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

## SEC. 7.09 SOLICITATION ADVERTISING

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

## **SECTION 8.ATTACHMENTS**

## SEC. 8.01 ATTACHMENTS

#### **Attachments:**

- 1) Proposal Evaluation Form
- 2) Cost Proposal
- 3) Standard Agreement Form and appendices

## ATTACHMENT 1: PROPOSAL EVALUATION FORM

All	proposals will be	reviewed for responsiveness and then evaluated using the criteria set out herein.
	offeror Name:	
	valuator Name: vate of Review:	
	FP Number:	0619-099
		EVALUATION CRITERIA AND SCORING
		THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100
5.0	01 Understanding	of the Project—10 Percent
Ma	aximum Point Va	lue for this Section – 10 Points
10	0 Points x 10 Per	cent = 10 Points
	UNDERSTAND	ING OF THE PROJECT (10%)
Pro	oposals will be ev	valuated against the questions set out below:
1)	How well has th	e offeror demonstrated a thorough understanding of the purpose and scope of the project?
NC	OTES:	
2)	How well has th	e offeror identified pertinent issues and potential problems related to the project?
NC	OTES:	
3)	Has the offeror assistance need	demonstrated a process for determining how they will assess grantee training and technical s?
NC	OTES:	
4)	To what degree	has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
NC	OTES:	
5)	Has the offeror	demonstrated an understanding of the state's time schedule and can meet it?
NC	DTES:	

6)	To what extend has the offeror demonstrated familiarity with Alaska communities, and how training and technical assistance will be tailored to the community of population groups' needs?
NC	TES:
EV	ALUATOR'S POINT TOTAL FOR 5.01:
5.0	2 Methodology used for the Project—15 Percent
Ma	eximum Point Value for this Section – 15 Points
100	D Points x 15 Percent = 15 Points
М	ETHODOLOGY USED FOR THE PROJECT (15%)
Pro	pposals will be evaluated against the questions set out below:
1)	How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
NO	TES:
2)	
-	How well does the methodology match and achieve the objectives set out in the RFP?
NC	ITES:
3)	Does the methodology interface with the time schedule in the RFP?
NC	TES:
EV	ALUATOR'S POINT TOTAL FOR 5.02:
5.0	3 Management Plan for the Project—15 Percent
Ma	eximum Point Value for this Section – 15 Points
100	0 Points x 15 Percent = 15 Points
M	ANAGEMENT PLAN FOR THE PROJECT (15%)
Pro	oposals will be evaluated against the questions set out below:
	10) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP? Has the offeror provided a workflow chart or logic model that clearly outlines

NOTES:

the technical assistance and training process?

	11) How well is accountability completely and clearly defined? Has the offeror addressed how they will communicate with the project director related to reporting and addressing any concerns with the project?
	NOTES:
	12) Is the organization of the project team clear? Has the offeror provided an organizational chart outlining staff roles and responsibilities?
	NOTES:
	13) How well does the management plan illustrate the lines of authority and communication?  NOTES:
	14) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
	NOTES:
	15) Does it appear that the offeror can meet the schedule set out in the RFP?  NOTES:
	16) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?  NOTES:
	17) To what degree is the proposal practical and feasible?  NOTES:
	<ul><li>18) To what extent has the offeror identified potential problems and how they would approach resolving problems in coordination with project director?</li><li>NOTES:</li></ul>
EV	ALUATOR'S POINT TOTAL FOR 5.02:

5.0	Experience and Qualifications—15 Percent
Ma	ximum Point Value for this Section – 15 Points
100	Points x 15 Percent = 15 Points
EX	PERIENCE AND QUALIFICATIONS (10%)
Pro	posals will be evaluated against the questions set out below:
1)	Questions regarding the personnel:
	e) Do the individuals assigned to the project have experience conducting trainings to support youth quality initiatives and/or related to afterschool programming?
NO	TES:
	f) Do the individuals assigned to this project have experience preparing training manuals, and developing, hosting, and facilitating training events?
NO	TES:
NO	g) Do the individuals assigned to the project have experience providing technical assistance on youth program quality initiatives and/or best practices for afterschool programs?
NO	TES:
	h) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
NO	TES:
	i) How extensive is the applicable education and experience of the personnel designated to work on the project?
NO	TES:
2)	Questions regarding the firm and subcontractor (if used):
	j) How well has the firm demonstrated experience in completing similar projects on time and within budget?
NO	TES:
NO	k) How successful is the general history of the firm regarding timely and successful completion of projects?

	Has the firm provided letters of reference from previous clients for which they have provided the services outline in this RFP?
	If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
NOTES:	
EVALUA	TOR'S POINT TOTAL FOR 5.04:
<b>5</b> 3781118	TOP'S COMPINED DOINT TOTAL FOR ALL EVALUATED SECTIONS.
EVALUA	TOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:
<b>5.05.0</b>	where the Court AND DEDICENT

5.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

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

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 6.15**.

5.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

## ATTACHMENT 2: COST PROPOSAL

Purpose of the cost proposal format below is to allow offerors to separate costs for each budget year (July 1<sup>st</sup>-June 30<sup>th</sup>) for OSMAP to evaluate, score, and use to establish billing rates for the resultant contract. Total Cost amount may not exceed \$50,000.00 for FY19 and \$500,000.00 total, per the budget indicated in Section 1.02. Cost proposal exceeding these limits will result in proposal being considered none-responsive.

Deliverable	SFY19  Not to exceed \$50,000.00	SFY20 Not to exceed \$200,000.00	SFY21  Not to exceed \$200,00.00	TOTAL for completion of project
Administrative, personnel expenses				(Price listed below will be the cost evaluated
2. Annual Conference (SFY20 + SFY21 only)				for proposal.)
3. Developing/maintaining webinars				
Sub-Total per each year				\$

This page must be completed and submitted with all offers and received by the State at the time and date set for receipt of proposals.

## **ATTACHMENT 3: STANDARD AGREEMENT**

#### STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

Agency Contract Number		2. Solicitation Nu	umber	3. Financial Coding	Agency Assigned Encumbrance Number	
5. Vendor Number 6. Project/Case Number			Number		7. Alaska Business License Number	
This contract is be	etween the State of Al	aska,				
8. Department of	25 ACRES 45		Division			
Health and So	ocial Services				hereafter the State, and	
9. Contractor						
			De d	17 <b>-1</b> 100	hereafter the Contractor	
Mailing Address		Street or P.O. Box	X	City	State ZIP+4	
10. ARTICLE 1. ARTICLE 2.	Appendices: Append		this contract an	d attached to it are considered pa	rt of it.	
2.1 Appendix A (General Provisions), Articles 1 throug 2.2 Appendix B (Indemnity and Insurance) sets forth th 2.3 Appendix C (Description of Services) sets forth the 2.4 Appendix D (Payment for Services) sets forth the 2.5 Appendix E (Health Insurance Portability and Acc of Protected Health Information under this contract 2.6 Appendix F (Certification Regarding Debarment, S Contractor is in good legal standing with the feder ARTICLE 3. Period of Performance: The period of performance for Considerations: 4.1 In full consideration of the Contractor's performanc exceed \$0,000.00 in accordance with the provis 4.2 When billing, the Contractor shall refer to the Agen			nce) sets forth the person of the sets forth the pertability and Accorder this contract go Debarment, Sign with the federal performance for or's performance with the provisi	le liability and insurance provisior services to be performed by the rovovision for payment countability Act of 1996 ("HIPAA") t uspension, Ineligibility and Volunt government this contract begins under this contract, the State shons of Appendix D.	sof this contract Contractor  Business Associate Agreement) governs the use ary Exclusion Lower Tier Covered) confirms theand ends onall pay the Contractor a sum not to	
11.				Attention:		
Department of Health and Social Services				Contracts Support Tear	n	
Mailing Address				Attention:		
P.O. Box 110	650, Juneau, Alasi	ka 99811-0650	)	Contracts Section		
12.	CONTRACT	TOR		14.	CERTIFICATION	
Name of Firm				that this voucher constitutes	and on supporting documents are correct, a legal charge against funds and ficient funds are encumbered to pay this	
Signature of Authori	ized Representative		Date	obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy,		
Typed or Printed Name of Authorized Representative				mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815.820. Other disciplinary action may be taken up to and including dismissal.		
Title						
13. CONTRACTING AGENCY				Signature of Head of Contracting	Agency or Designee Date	
Department/Division				<b>-</b>		
Health & Social Services /						
Signature of Project Director Date			Date	Typed or Printed Name		
Typed or Printed Name of Project Director				Title Director		
Title						
Project Director						

(Rev. 04-14) NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

## Appendix A

#### General Provisions

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract,

- and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

#### Article 11. Governing Law; Forum Selection.

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

#### Article 12. Conflicting Provisions.

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

#### Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

#### Article 15. Compliance.

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

#### Article 16. Force Majeure.

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

## Appendix B<sup>1</sup>

## **Indemnity and Insurance**

#### **Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

#### Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

- **2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- **2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- **2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

#### Appendix F

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

## Before completing certification, read the instructions on the following page, which are an integral part of the certification

- 1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative		
Signature	Date	

#### **Instructions for Certification**

- 1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

- and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.