

# STATE OF ALASKA REQUEST FOR BEST VALUE PROPOSALS



## STATEWIDE THROUGH-YEAR ASSESSMENT SERVICES

CREATION AND DELIVERY OF A THROUGH-YEAR ASSESSMENT TO DRIVE INSTRUCTIONAL DECISIONS AS WELL AS  
CONTRIBUTE TO ALASKA'S ACCOUNTABILITY SYSTEM: THE SYSTEM FOR SCHOOL SUCCESS.

Request for Best Value Proposals (RFP) 200000085

Issued May 14, 2020

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ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT  
DIVISION OF FINANCE AND SUPPORT SERVICES

PRIMARY CONTACT:

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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 ABOVE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO REGISTER WITH 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 Education & Early Development (DEED), Division of Finance and Support Services on behalf of the Division of Innovation and Education Excellence is soliciting proposals for the development of a through-year assessment. The successful offeror shall collaborate with the State to create and deliver a through-year assessment that can be used by educators to drive instructional decisions as well as contribute to Alaska's accountability system: The System for School Success. The assessment system will be based on the Alaska English Language Arts (ELA) Standards and Alaska Mathematics Standards. The successful offeror shall deliver an assessment system that includes a statewide summative assessment, as required by ESSA, aligned to state standards, including the option to add end-of-course and/or test-for-credit to the assessment plan.

This procurement is being solicited through AS 36.30.850(b)(47).

### SEC. 1.02 BUDGET

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation. Please note that the state budget is being considered by the legislature, but the state does not know when the current legislative session will conclude or when the budget will be finalized. If funding for these services is provided, the state does not anticipate receiving more than approximately \$1,500,000 for these services for fiscal year 2021 (July 1, 2020 to June 30, 2021), fiscal year 2022 (July 1, 2021 to June 30, 2022). Fiscal year 2023, 2024, and 2025 may have a budget up to \$3,500,000. While proposals in excess of this budget range will not be considered non-responsive, offerors should be acutely aware of this budget situation and take into consideration when developing their cost proposals.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 p.m.**, Alaska Time, on **Thursday June 4, Tuesday June 9, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

For offerors to be considered responsive, offerors must meet these minimum prior experience requirements:

1. Vendor must provide evidence of successful implementation of large-scale assessment contract.
2. Vendor's listed Key Personnel must have demonstrated previous experience with managing a large customized assessment project similar in scope and nature to the system requested in this solicitation document.

Subcontractor experience will not qualify nor be accepted as evidence of prior experience.

## SEC. 1.05 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		5/14/2020
Educational Meeting and Pre-Proposal Conference	2:00 pm	5/27/2020
Deadline for Receipt of Proposals / Proposal Due Date	2:00 pm	<b>6/9/2020</b>
Proposal Evaluations		<b>6/16/2020</b>
Shortlisting (optional)		<b>6/17/2020</b>
Interviews	TBD	<b>6/22/2020-6/26/2020</b>
Clarification Period Begins		<b>7/13/2020</b>
Notice of Intent to Award		<b>8/10/2020</b>
Contract Issued		<b>8/21/2020</b>

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 Education and Early Development, 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 or prior to a fully signed contract.

## SEC. 1.06 EDUCATIONAL AND PRE-PROPOSAL CONFERENCE

An in-person educational meeting and pre-proposal conference will be held in Juneau at **2:00 p.m.** Alaska Time on **May 25 27, 2020**, to provide a thorough education on the RFP process being used, discuss the RFP with prospective offerors, and allow them to ask questions concerning the RFP. To obtain the greatest benefit of this meeting, offerors are strongly encouraged to send their direct supervisory personnel/critical project team members (in lieu of executives, business development, or sales personnel).

Offerors should read the RFP in full and come to the meeting prepared to discuss any questions or concerns. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. The meeting will be held at the following via WebEx

### **Best Value RFP 200000085 Assessments Educational Meeting and Pre-Proposal Conference**

Hosted by Laurel Shoop

#### **Join online**

Monday, May **25 27**, 2020 2:00 pm | 1 hour | (UTC-08:00) Alaska

Meeting number: 287 869 795

Password: HmCtEMJV266 (46283658 from phones)

<https://stateofalaska.webex.com/stateofalaska/j.php?MTID=m535e31afd193e633345f6e27f9771a74>

#### **Join by phone**

1-650-479-3207 Call-in toll number (US/Canada)

Access code: 287 869 795

## SEC. 1.07 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. 1.08 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

## SEC. 1.09 RETURN INSTRUCTIONS

Offerors must submit their proposals via hard copy or email. If submitting via hard copy, the cost proposal included with the package must be separate from the rest of the proposal and must be clearly identified. The sealed proposal package must be addressed as follows:

Department of Education and Early Development  
Division of Finance & Support Services  
Best Value RFP Number 200000085 – Statewide Through Year Assessment Services  
ATTN: Laurel Shoop

If using U.S. mail, please use the following address:

PO Box 110500  
Juneau, AK 99811-0500

If using a delivery service such as Fed Ex or UPS, please use the following address:

801 West 10th Street, Suite 200  
Juneau, AK 99801

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate documents and emailed to [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) as separate, clearly labeled attachments. Emails must contain the RFP number in the subject line of the email.

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 20mb.

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

It is the offeror's responsibility to contact the above email address or (907) 465-4654 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

#### **SEC. 1.10 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. 1.11 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. 1.12 AMENDMENTS TO THE RFP**

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

#### **SEC. 1.13 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. 1.14 NEWS RELEASES**

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 THE STATE'S EDUCATIONAL SYSTEM

#### (a) STRUCTURE OF THE EDUCATIONAL SYSTEM

##### (I) STATE EDUCATIONAL AGENCY

DEED includes the Commissioner of Education & Early Development, the State Board of Education & Early Development, and the staff necessary to carry out the functions of the department. The department supervises, advises, and regulates the public schools of the state. Regulations governing education are adopted, amended, and/or repealed by the State Board of Education & Early Development. The state board appoints a commissioner to be the principal executive officer of the department.

##### (II) REGIONAL ORGANIZATIONAL STRUCTURE

The educational system of Alaska is comprised of 53 school districts and 1 state-run boarding school.

Alaska's districts include several configurations. These configurations include:

1. Large boroughs with multiple schools in the same community; for example, the City and Borough of Juneau contains 15 schools;
2. Boroughs with schools spread over a vast distance; for example, the Northwest Arctic Borough contains schools in 11 villages spread out over 38,000 square miles;
3. Single site districts with one school; for example, St. Mary's is a city of 549 with one school serving approximately 200 students from pre-K to grade 12, and Pelican is a small fishing community of 110 residents with a single school serving 14 students; and,
4. Regional Educational Attendance Areas (REAs); REAs are established in an unorganized borough of the state with no tax base; for example, the Lower Kuskokwim School District has six schools in the main village of Bethel and schools in 22 other villages spread out over 22,000 square miles.

Of the approximately 133,000 K-12 students statewide, about 35% are enrolled in the Anchorage Metropolitan Statistical Area, comprised of the Anchorage and Matanuska-Susitna Borough School Districts. Out of 504 schools statewide, 123 are considered small schools with a population of less than 50. Urban schools in the main population centers have a typical school configuration with students grouped by grade levels such as elementary (K-5), middle school (6-8), and high school (9-12). Over half the schools in the state are K-12 schools and are the only school in the village or community in which they are located. In the 265 rural and remote schools, multiage classrooms range from two to nine grade levels, often taught by a single teacher.

Alaska has an additional unique school type: public statewide correspondence schools which includes 14 schools. These are schools that are operated by a district but serve, via distance education, students from across the state. Most of these students live in urban areas and many are dually enrolled in the correspondence school and a brick and mortar school (public or private). The district is responsible for arranging testing sites for these students in the nearest community, which often involves facility rental and logistics of setting up a computer lab. Some students live in extremely remote areas and need to travel to participate in testing.

Each school district has a superintendent and school board. Some districts also have advisory school boards at the school level. All districts (and the state-run boarding school) are overseen by the DEED.



Other important agencies such as management and budget, centralized IT, auditing agency.

(III) STUDENT POPULATION AND DEMOGRAPHICS

State and District Statistics (as of 2018-2019) <https://education.alaska.gov/data-center>

- 504 schools in 54 districts
- 132,554 students total
- REAA enrollment: 15,600 students in 19 districts and 140 schools (11.77% of students, 27.78% of schools)
- School demographics (e.g., distribution of school size by grade span)
- District demographics (e.g., distribution of district size by grade span)

**TABLE 1 STATEWIDE ENROLLMENT BY GRADE, 2018-2019**

Grade	Enrollment	Percentage of Total Enrollment
PK	3,754	2.83%
KG	10,026	7.56%
1	10,103	7.62%
2	10,102	7.62%
3	10,204	7.70%
4	10,328	7.79%
5	10,315	7.78%
6	10,127	7.64%
7	9,861	7.44%
8	9,642	7.27%
9	9,662	7.29%
10	9,239	6.97%
11	9,254	6.98%
12	9,937	7.50%
<b>Total</b>	<b>132,554</b>	<b>100.00%</b>

**TABLE 2 STATEWIDE ENROLLMENT BY SUBGROUP, 2018-2019**

Subgroup	Enrollment	Percentage of total enrollment
Alaska Native/American Indian	30,167	22.76%
Asian/Pacific Islander	11,693	8.82%
African American	3,621	2.73%
Hispanic	8,879	6.70%
Two or more races	15,232	11.49%
Caucasian	62,962	47.50%
Students with Disabilities	19,697	14.45%
English Learners	15,417	11.63%
Economically Disadvantaged	61,536	46.42%

**TABLE 3 COUNT OF SCHOOLS BY GRADE SPAN, 2018-2019**

<b>Grade Span</b>	<b>Number of Schools</b>
PK - 1	1
PK - 2	6
PK - 5	36
PK - 6	90
PK - 8	8
PK - 12	154
KG - 5	7
KG - 6	5
KG - 7	1
KG - 8	14
KG - 10	1
KG - 12	62
2 - 5	1
3 - 5	1
3 - 6	3
5 - 8	1
5 - 12	4
6 - 8	24
6 - 12	11
7 - 8	12
7 - 12	19
8 - 12	2
9 - 9	1
9 - 12	41
10 - 12	2
11 - 12	2

**TABLE 4 DISTRIBUTION OF SCHOOL SIZE, PK-12, 2018-2019**

<b>Student Population</b>	<b>School Count</b>	<b>Percentage of Schools</b>
1-100	174	34.52%
101-200	99	19.64%
201-300	60	11.90%
301-400	67	13.29%
401-500	54	10.71%
501-600	12	2.38%
601-700	12	2.38%
701-800	8	1.59%
801-900	4	0.79%
901-1,000	4	0.79%
1,001-1,100	1	0.20%
1,101-1,200	1	0.20%
1,301-1,400	1	0.20%
1,401-1,500	1	0.20%
1,501-1,600	2	0.40%
1,601-1,700	2	0.40%
1,701-1,800	1	0.20%
1,801-1,900	1	0.20%
4,700 – 4,800	1	0.20%

**TABLE 5 DISTRIBUTION OF DISTRICT SIZE, PK-12, 2018-2019**

<b>Student Population</b>	<b>Number of Districts</b>	<b>Percentage of Districts</b>
1-250	16	29.63%
251-500	15	27.78%
501-750	5	9.26%
751-1,000	2	3.70%
1,251-1,500	2	3.70%
1,751-2,000	1	1.85%
2,001-2,250	4	7.41%
2,251-2,500	2	3.70%
4,251-4,500	1	1.85%
4,751-5,000	1	1.85%
5,001-5,250	1	1.85%
9,001-9,250	1	1.85%
13,251-13,500	1	1.85%
19,001-19,250	1	1.85%
46,501-46,750	1	1.85%

## SEC. 2.02 ASSESSMENT SYSTEM BACKGROUND

### (a) GOVERNING STATUTES, REGULATIONS, RULES, AND POLICIES

The Statewide Through-Year Assessment system must comply with the following federal and state statutes, regulations, rules and/or policies that govern Alaska's state assessment system. All decisions regarding statewide assessment systems must be approved by the Alaska State Board of Education & Early Development.

1. Every Student Succeeds Act (ESSA) (<https://www.ed.gov/essa?src=rn>)
2. Individuals with Disabilities Act (IDEA) (<https://sites.ed.gov/idea/> )
3. Americans with Disabilities (ADA) (<https://www.ada.gov/>)
4. Family Education Rights and Privacy Act (FERPA) (<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html> )
5. State Administrative Code- Article 4 Statewide Student Assessment (<http://www.akleg.gov/basis/aac.asp#4.06>)

### (b) PURPOSE AND CHARGE

In compliance with the Elementary and Secondary Education (ESEA) Act as amended by the Every Student Succeeds Act (ESSA), each state is required to administer a statewide summative assessment for English language arts (ELA) and mathematics in grades 3 through 9. Performance Evaluation for

Alaska's Schools (PEAKS) meets the requirements for a rigorous grade level assessment outlined in ESSA. This assessment is aligned to the Alaska ELA and Mathematics Standards adopted in 2013. Each district has the option of administering the assessment either online or using a paper-based test. This untimed assessment consists of three parts for ELA and two parts for mathematics. Test [blueprints](#) are available for information that is more specific. Student accommodations for this assessment are listed in the [Participation Guidelines for Inclusion of Alaska Students in State Assessments](#).

The purpose of this Request is to examine options that would provide schools and districts with a through-year assessment that produces interim assessment options with data available throughout the year that can drive instruction. Alaska's assessments must measure the depth and breadth of Alaska's standards, demonstrating a balance of content emphasis and cognitive complexity through all depths of knowledge levels.

**[4 AAC 06.700. Purpose](#)** Statewide student assessment is one component in a system to measure and make accountable the state education system. The purposes of statewide student assessment specifically are to:

- (1) ascertain on a statewide basis the extent to which children of the state are attaining state standards as described in [4 AAC 06.737](#);
- (2) produce statewide information to facilitate sound decision making by policy makers, parents, educators, and the public; and
- (3) provide a focus for instructional improvement

For a complete listing of State regulations regarding Statewide Student Assessments click [here](#) (See 4 AAC 06.700-799)

(c) **CONTENT STANDARDS**

*Alaska's English Language Arts (ELA) and Mathematics Standards* are rigorous standards adopted by Alaska in 2012. Alaska did not adopt the Common Core State Standards; however, the standards are similar to the Common Core State Standards. Changes were made in order to add language specific to the state of Alaska and its educational context.

More information about Alaska's content standards and links to the standards can be found at the links listed below:

- *Alaska English Language Arts Standards*
  - <https://education.alaska.gov/standards/english-language-arts>
- *Alaska Mathematics Standards*
  - <https://education.alaska.gov/standards/mathematics>

If an off-the-shelf test is proposed, the potential vendor must provide an independent alignment study, prior to selection, that has been completed by using non-contractor consultants or a non-contractor organization, that includes evidence of alignment of forms of the assessment in terms of distribution of content (i.e. knowledge and cognitive process) across the full range of the State's grade-level academic content standards. If a custom or blended assessment is proposed to be developed, the assessment must be aligned to Alaska's standards and the contractor will be responsible for providing an independent alignment study and review after the first year of implementation. Currently, speaking and listening standards are not assessed.

The assessment system in the state of Alaska consists of the major components in the state's assessment system as described in the table below. There are three assumed major uses that are not copied into the table below. They are:

- (1) to measure student achievement on the content covered by the assessment;
- (2) to inform students, parents, teachers, policymakers, and the public about student achievement (and potentially growth); and
- (3) as an outcome measure for program evaluation

**TABLE 6 MAJOR COMPONENTS IN THE STATE'S ASSESSMENT SYSTEM**

Component Name	In Scope	Description and Purpose	Timing	Anticipated Yearly Volume	Major Uses	Required or Optional?	Grades	Subjects
Performance Evaluation for Alaska's Schools (PEAKS)	Yes	Content area summative assessment	5 weeks	70,000 students	<ul style="list-style-type: none"> <li>School accountability</li> </ul>	Required	3 - 9	<ul style="list-style-type: none"> <li>Mathematics</li> <li>English Language Arts</li> </ul>
Alaska Development Profile (ADP)	No	Kindergarten entry screener	6 weeks	10,000 students	<ul style="list-style-type: none"> <li>Inform instruction</li> <li>Inform policy</li> </ul>	Required for kindergarten students or 1 <sup>st</sup> grade students with no profile	K-1	<ul style="list-style-type: none"> <li>Physical Well-Being, Health and Motor Development</li> <li>Social and Emotional Development</li> <li>Approaches to Learning</li> <li>Cognition and General Knowledge                             <ul style="list-style-type: none"> <li>Communication, Language and Literacy</li> </ul> </li> </ul>
Alaska Science Assessment	No	Content area summative assessment	5 weeks	30,000 students	<ul style="list-style-type: none"> <li>School accountability</li> </ul>	Required	4, 8, 10	<ul style="list-style-type: none"> <li>Science</li> </ul>
Dynamic Learning Maps	No	Alternate content area summative assessment for students with significant cognitive disabilities	6 weeks	600-700 students	<ul style="list-style-type: none"> <li>School accountability</li> </ul>	Required	3 - 10	<ul style="list-style-type: none"> <li>Mathematics</li> <li>English Language Arts</li> <li>Science</li> </ul>
ACCESS for ELLs	No	English Language Proficiency assessment for English Learners	8 weeks	13,800 students	<ul style="list-style-type: none"> <li>EL program accountability</li> </ul>	Required for English Learners	K - 12	<ul style="list-style-type: none"> <li>Reading</li> <li>Writing</li> <li>Speaking</li> <li>Listening</li> </ul>
Kindergarten ACCESS	No	English Language Proficiency assessment for English Learners in kindergarten	8 weeks	1,200 students	<ul style="list-style-type: none"> <li>EL program accountability</li> </ul>	Required for English Learners	K	<ul style="list-style-type: none"> <li>Reading</li> <li>Writing</li> <li>Speaking</li> <li>Listening</li> </ul>
ALT ACCESS	No	English Language Proficiency assessment for English Learners with significant cognitive disabilities	8 weeks	100 students	<ul style="list-style-type: none"> <li>EL program accountability</li> </ul>	Required for English Learners	K - 12	<ul style="list-style-type: none"> <li>Reading</li> <li>Writing</li> <li>Speaking</li> <li>Listening</li> </ul>

(d) HISTORICAL REVIEW

For a summary of the number of students included in each component of the system, by grade and demographic group, and a summary of historical performance on the various components of the assessment system can be viewed on the State of Alaska DEED website

Data Center Overview, Assessment Data page: <https://education.alaska.gov/data-center> Statewide Summative Assessment Page: <https://education.alaska.gov/assessments/peaks>

SEC. 2.03 EXISTING RESOURCES

**Clarification:** if selected, the highest prioritized offeror shall present its plan to meet the requirements of this section during the Clarification phase of the solicitation.

This section is a summary of existing resources possessed by the state for various components of the assessment system.

Resource currently available include:

- Blueprints
- Item specifications
- Item pool summaries
- Business rules
- Quality control procedures
- Quality assurance procedures
- Project schedules
- Procedures manuals (e.g., business rules, quality control, quality assurance, psychometric)
- Stakeholder manuals (e.g., test coordinator, IT coordinator, accommodations/accessibility, test security, test administration)
- Technical Reports
- Technical Advisory Committee (TAC) membership

(a) EXISTING IT SYSTEMS

**Clarification:** if selected, the highest prioritized offeror shall present its plan to meet the requirements of this section during the Clarification phase of the solicitation.

Currently a majority of Alaska's schools take a computer-based assessment. However, about 20% of students take a paper-based version of the assessment. Alaska faces challenges with technology in the most rural portions of the state that require expertise and creative problem solving. Districts across the state have widely varying access to both Internet connectivity and expertise to establish and maintain school technology systems. Connectivity capacity ranges from satellite connections with significant delays and intermittent availability to high speed fiber optics that rival cities in the lower 48 states. Several districts have dedicated experienced IT teams, while may have little to no IT on-site support; the State does not have staff dedicated to technology support for districts. Many districts require local caching server options or another solution for unpredictable or low bandwidth. Many districts also require on-demand technical support for solving simple and complex technology issues. The following technical specifications were currently being used by Alaska in the 2018-2020 assessment. The devices must have a minimum 9.5 inches diagonal screen with a minimum of 1024 x 768.

- Desktops and laptops running 7, 8.1 or 10
- Desktops and laptops running macOS 10.12, 10.13, 10.14. 10.15
- Chromebooks running Chrome OS recent stable channel



- iPads running iOS 13.x

Browsers that supported the 2018-2019 assessments were:

- Firefox 38.7.1 or above
- Safari 9.0.3 or above
- Internet Explorer 11 or above
- Chrome 35 and above

Contractor must provide system with built-in redundancy, contingency plans, and disaster recovery plans. Contractor must provide a system capable of decreasing the likelihood of technology test irregularities. Contractor must provide system that collects data at item, student, and aggregate levels to analyze the impacts of the technology irregularities or interruptions.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SUMMARY

The Department of Education and Early Development, Division of Finance and Support Services is soliciting proposals from qualified and experienced firms to provide a project plan for the implementation of an assessment system. The successful offeror will collaborate with the State to design and develop a plan to implement the Statewide Through-Year Assessment System.

### SEC. 3.02 GOALS AND OBJECTIVES

The Statewide Through-Year Assessment project strives to meet the following primary goals:

1. Provide a Through-Year Assessment System for grades 3-9 in ELA and Math assessments aligned to:
  - a. the Alaska ELA and Mathematics Standards
  - b. a statewide summative assessment as outlined in ESSA (law reference)
2. Collaborate to create an assessment system designed to be available online with the capability of providing immediate results that educators can use to inform instruction throughout the year.
3. Provide a summative and series of interim assessment that are block or item adaptive.
  - a. Summative assessment items must be adaptive within each grade level
  - b. Interim assessments can be adaptive outside the grade level.
4. Assessment systems must demonstrate that data gained from the proposed system provide information needed by districts to make decisions regarding education programs within the districts.
5. Collaborate to create an implementation plan that includes at least one pilot.
6. Future projects may include end-of-course assessments and earning credit by examination.

### SEC. 3.03 MAJOR DELIVERABLES

The awarded offeror must provide, perform, or deliver the following services throughout the life of the contract:

- a) **Kickoff Meeting** – Contractor shall schedule and conduct a kickoff meeting with project team. The purpose of the meeting will be to review and coordinate the elements of the scope of work, and to gain clarification wherever needed. Contractor shall provide a summary report that includes a list of any specific direction and/or clarification in support of the agreement. The Kickoff Meeting must include clarification of program goals and identification of measures of success.
- b) **Planning and Collaboration** – Collaborate to create an assessment system designed to be available online with the capability of providing immediate results that educators can use to inform instruction throughout the year.
  1. Collaborate to create an implementation plan that includes at least one pilot.
- c) **Program Management** – Periodic meetings, scheduling, and responsibilities for vendor and DEED
- d) **Alignment to Standards** – Provide a Through-Year Assessment System for grades 3-9 in ELA and Math assessments aligned to:
  1. the Alaska ELA and Mathematics Standards
  2. a statewide summative assessment as outlined in ESSA (law reference)
- e) **Test Development** – Assessment systems must demonstrate that data gained from the proposed system will provide information needed by districts to make decisions regarding education programs within the districts.
- f) **Test Administration** – Provide a summative and series of interim assessment that are block or item adaptive.
  1. Summative assessment items must be adaptive within each grade level
  2. Interim assessments can be adaptive outside the grade level.

**SEC. 3.04 MAJOR PROJECT MILESTONE TIMELINE**

**Clarification:** if selected, the highest prioritized offeror shall present its plan to meet the requirements of this section during the Clarification phase of the solicitation.

**Annual Milestones/Deliverables**

<b>Milestone</b>	<b>Date</b>
Kickoff meeting	June/July
Technology system checks for available for districts	June/July
Paper-Based materials arrive at districts	Mid-March
Testing window	March 28-April 29, 2022
Testing Data to DEED	July 10 (or sooner)
District Test Coordinator Training: Face-to-Face meeting	February
Report Mockups to State for Review	February
Results delivered to DEED	Mid-July
Reports to districts for distribution	August 1
Final Annual Technical Manual to State for Approval	October
Final Technical Manual delivered to State	December 31

DEED's Current Five Year Testing Schedule can be found [here](#).

**SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award through June 30, 2021, with nine additional one-year renewal options. Renewals will be exercised at the sole discretion of the state.

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

**SEC. 3.06 LOCATION OF WORK**

The state will not provide workspace for the contractor.

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. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Education and Early Development 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. 3.08 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. This schedule will be negotiated during the clarification period (reference RFP Section 5.15).

**SEC. 3.09 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete Submittal Form E – Subcontractors, provided as an attachment to the RFP.

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

During the clarification period (RFP Section 5.15), the state may require a signed written statement from each subcontractor proposed in Submittal Form E – Subcontractors that clearly verifies the subcontractor is committed to performing the services required by the contract. Prior to the contract award, the state will also require evidence that each subcontractor possesses a valid Alaska Business License.

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

**SEC. 3.10 JOINT VENTURES**

Joint ventures will not be accepted.

**SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

**SEC. 3.12 CONTRACT PERSONNEL**

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

**SEC. 3.13 INSPECTION & MODIFICATION – REIMBURSEMENT FOR UNNACCEPTABLE 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.

#### SEC. 3.14 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

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

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

#### SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information and provide any required remedies. Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof;

or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### SEC. 3.16 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the state from and against any claim of, or liability for error, omission or negligent act of the contractor, its agents, or network pharmacies, 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

### SEC. 3.17 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

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

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

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

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

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

### SEC. 3.18 TERMINATION FOR DEFAULT

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may,

by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached along with this RFP.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 BEST VALUE RFP SUBMITTAL FORMS

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

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section. This includes requirements documents and text and maximum page limits.

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

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

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

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
<b>Submittal Form B – Service Approach and Management Plan, Part 1</b>	YES	2
<b>Submittal Form B – Service Approach and Management Plan, Part 2</b>	YES	2
<b>Submittal Form B – Service Approach and Management Plan, Part 3</b>	YES	2
<b>Submittal Form B – Service Approach and Management Plan, Part 4</b>	YES	2
<b>Submittal Form B – Service Approach and Management Plan, Part 5</b>	YES	5
<b>Submittal Form B – Service Approach and Management Plan, Part 6</b>	YES	5
<b>Submittal Form C – Risk Assessment Plan – Controllable Risks</b>	YES	2
<b>Submittal Form C – Risk Assessment Plan – Non-Controllable Risks</b>	YES	2
<b>Submittal Form D – Value-Add Assessment</b>	YES	2
Submittal Form E – Subcontractors		
Submittal Form F – Cost Proposal		



Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected. The exception is Submittal Form E – Subcontractors. If the offeror is not using any subcontractors, Submittal Form E does not need to be submitted.

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

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- 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.

The Submittal Form also requests the following information:

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

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

**SEC. 4.04 SERVICE APPROACH AND MANAGEMENT PLAN (SUBMITTAL FORM B)**

The offeror must complete and submit this Submittal Form. This document should demonstrate to the state that the offeror can visualize what they are going to do to successfully deliver this service. The service approach is separated into six major topics, which should detail the following:

- a) **Part 1 – Vision for a Through-Year Assessment for Alaska:** Provide the offeror’s overall service approach and management plan for providing the services required under this contract.
- b) **Part 2 – Planning and Collaboration:** Provide the offeror’s comprehensive process for facilitating a through-year assessment system for Alaska based on the State’s vision/goals regarding assessments.
- c) **Part 3 – Program Management:** Describe the proposed program management plan. Include key contacts, meetings (including kick-off and planning), periodic monitoring meetings, scheduling, and responsibilities for the vendor and the State.
- d) **Part 4 – Alignment to Standards:** Describe the proposed plan to align the assessment to Alaska Standards for ELA and Math
- e) **Part 5 – Test Development:** Describe the proposed process for a five-year plan that includes at least one pilot year with select districts moving to full implementation statewide. This may include, but is not limited to:
  - 1. Development of test blueprint(s)
  - 2. Method for selecting items to match the blueprint(s)
  - 3. Item development
  - 4. Item types
  - 5. Adaptive testing (item, block)
  - 6. Process for operational item selection
  - 7. Training
  - 8. Item scoring
  - 9. Reporting
- f) **Part 6 – Test Administration:** Describe how the requirements for a valid and reliable assessment system will be met. Consider peer review, audits, and transition plan from one vendor to another. This may include, but is not limited to:
  - 1. Technology
  - 2. Test Security
    - i. Proctored by teacher in a school setting
    - ii. Potential at home administration

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

**SEC. 4.05 RISK ASSESSMENT PLAN (SUBMITTAL FORM C)**

The offeror must complete and submit this Submittal Form. The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for state. The offeror should rely on and use their experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The offeror should also explain how it will avoid or minimize the risks from occurring. If the offeror has a unique method to minimize the risk, the offeror should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the state and the risk to a successful outcome of the system. The offeror should categorize the 'risks' into the following definitions:

- a. **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the offeror, or by entities/individuals that are contracted to by the offeror. This includes things that are part of the technical scope of what the offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the offeror's expertise (i.e. risks that are no longer risks due to the offeror's expertise in delivering this type of project). All controllable risks and strategies to mitigate them must be included in the offeror's base proposal cost and schedule (if there are any impact at all).
- b. **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the offeror. This may include risks attributed by state, state personnel, parties hired by state, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the offeror, the offeror should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the offeror's base proposal cost or schedule.

Please use the following format when completing the Submittal Form:

- Risk = Title of the risk
- Description = A brief description of why the risk is a risk? Background of how the risk may impact the project/service if it occurs.
- Strategy = Strategy to prevent/minimize the risk from occurring, or strategy to minimize the impact of the risk if it occurs.

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

#### SEC. 4.06 VALUE-ADD ASSESSMENT (SUBMITTAL FORM D)

The offeror must complete and submit this Submittal Form. The purpose of the Value-Add Assessment is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the state, the project, or the software and services. If the offeror can include more scope or service within the constraints of state, the offeror should provide an outline of potential value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. **Value-added ideas must not be included in the offeror's base cost proposal.**

Please use the following format when completing the Submittal Form:

- Idea = Title of the idea/opportunity
- Description = A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may refer to the potential impact to the cost and schedule in terms of estimated percentages.

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

**SEC. 4.07 SUBCONTRACTORS (SUBMITTAL FORM E)**

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

**SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)**

The offeror must complete and submit this Submittal Form. Proposed costs must 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. Other than value-added options proposed by the offeror which the state may decide to elect, the costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) Each responsive proposal that has passed responsiveness requirements will be assigned a unique code.
- 3) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 4) The anonymous Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information, schedule information, or team information will be shared or provided to the PEC.
- 5) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 6) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 7) The evaluators will submit their final individual scores to the procurement officer, who will then compile the evaluator's scores and calculate awarded points as set out in Section 5.03.
- 8) The procurement officer will calculate scores for cost proposals as set out in Section 5.07 and add those scores to the awarded points.
- 9) The procurement officer will prioritize the proposals based on evaluator scores, cost proposal scores, and Alaska preferences (Section 5.09).
- 10) The procurement officer may shortlist the proposals and the state may conduct interviews with the top-rated offerors.
- 11) The PEC will evaluate and score the interviews and submit their scores to the procurement officer, who will incorporate these scores into the final prioritization.
- 12) The state will then conduct the clarification period and award a contract if the clarifications are successful.

**SEC. 5.02 EVALUATION CRITERIA**

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

<b>Overall Criteria</b>	<b>Weight</b>
Responsiveness	Pass/Fail

<b>Qualifications Criteria</b>	<b>Weight</b>
Service Approach and Management Plan <i>Vision for a Through-Year Assessment for Alaska</i>	(Submittal Form B, Part 1) 20
Service Approach and Management Plan <i>Planning and Collaboration</i>	(Submittal Form B, Part 2) 20
Service Approach and Management Plan <i>Program Management</i>	(Submittal Form B, Part 3) 50
Service Approach and Management Plan <i>Alignment to Standards</i>	(Submittal Form B, Part 4) 50
Service Approach and Management Plan <i>Test Development</i>	(Submittal Form B, Part 5) 50
Service Approach and Management Plan <i>Test Administration</i>	(Submittal Form B, Part 6) 50
Risk Assessment Plan <i>Assessment of Controllable Risks</i>	(Submittal Form C, Part 1) 45
Risk Assessment Plan <i>Assessment of Non-Controllable Risks</i>	(Submittal Form C, Part 2) 45
Value-Add Assessment	(Submittal Form D) 20
Interviews – Account Manager	75
Interviews – Technical Support Manager	75
Interviews – Implementation Manager	50
Total	550

<b>Cost Criteria</b>	<b>Weight</b>
Cost Proposal	400
Total	400

<b>Preference Criteria</b>	<b>Weight</b>
MBE/WBE Preference (if applicable)	50
Total	50

**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.05 through 5.07 and assign a single score for each section. Offeror's responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

**Example (Max Points for the Section = 100):**

	PEC Member 1 Total Score	PEC Member 2 Total Score	PEC Member 3 Total Score	PEC Member 4 Total Score	Combined Total Score	Award Points
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

In this example, **Offeror 3** received the highest combined total score and thus was awarded the maximum amount of points for that section.

**Offeror 1** was awarded 75 points:

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

**Offeror 2** was awarded 50 points:

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

**SEC. 5.04 SERVICE APPROACH AND MANAGEMENT PLAN**

Each portion of the Service Approach (Overall Service Approach and Management Plan, and Transition Plan) will be evaluated against the following questions:

- 1) How well has the offeror demonstrated an understanding of the purpose and scope of the project?
- 2) How logical is the approach/methodology to fulfilling the scope objectives and goals of the state?
- 3) How well has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

- 4) How well has the offeror demonstrated a comprehensive plan for managing a transition, including providing support to the state and rural communities?

#### SEC. 5.05 RISK ASSESSMENT PLAN

The Risk Assessment Plan will be evaluated against the questions set out below:

- 1) How well has the offeror identified pertinent risks, issues, challenges, and potential problems related to this specific project/service?
- 2) How well has the offeror identified a clear and concise strategy that can logically mitigate the risks?

#### SEC. 5.06 VALUE-ADD ASSESSMENT

The Value-Add Assessment will be evaluated against the questions set out below:

- 1) How well has the offeror identified pertinent value-add ideas or opportunities that are specific to this project/service?

#### SEC. 5.07 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 400):**

##### Step 1

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

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

##### Step 2

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

**Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 374.3 points.**

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

**Offeror #3 receives 336.8 points.**



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

## SEC. 5.08 APPLICATION OF PREFERENCES

This procurement is funded in part or fully through federal grants or cooperative agreements. According to the Code of Federal Regulations 2 CFR §200.319, geographic preference will not be used. 2 CFR §200.321 requires that the award resulting from this solicitation should consider a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a five-percent preference for all qualified minority firms and women's business enterprises.

To receive the points, the qualified MBE/WBE offeror must provide evidence of qualification.

## Sec. 5.09 MINORITY BUSINESS ENTERPRISE (MBE) OR WOMEN'S BUSINESS ENTERPRISE (WBE) PREFERENCE

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business enterprise which is a least fifty-one percent (51%) owned, operated, and controlled by citizens or permanent U.S. resident who are minority group members or women. The minority group members or women must:

- Own at least 51% of the business and show contribution of capital and expertise.
- Control the managerial and day-to-day operations.
- Be a U.S. citizen or permanent U.S. resident.

"Minority" is defined as Black American, Hispanic American, Native American, Asian-Pacific American, and Subcontinent Asian American. Definitions are listed in federal rule Title 49 C.F.R. 26.67 [Electronic Code of Federal Regulations](#).

It is the responsibility of the offeror to include their qualifications in the proposal.

## SEC. 5.10 MBE/WBE PREFERENCE

Per 2 CFR §200.321, if an offeror qualifies for the MBE/WBE Preference, the offeror will receive a MBE/WBE Preference. The preference will be 5% of the total available points, which will be added to the offeror's overall evaluation score. In cases where a firm is owned and controlled by a minority woman or women, the percentage may be credited towards MBE participation or as WBE participation, or allocated, but may not be credited fully to both.

### **Example:**

#### **Step 1**

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

$1000 \text{ Total Points Available in RFP} \times 5\% \text{ MBE/WBE offerors preference} = 50 \text{ Points for the Preference}$

#### **Step 2**

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	MBE/WBE Preference	50 points
Offeror #3	800 points	MBE/WBE Preference	50 points

**Step 3**

Add the applicable MBE/WBE offerors preference amounts to the offeror's scores:

Offeror #1	830 points
Offeror #2	790 points (740 points + 50 points)
<b>Offeror #3</b>	<b>850 points (800 points + 50 points)</b>

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

**SEC. 5.11 SHORTLISTING**

After proposals have been prioritized, the state may shortlist and interview the top three highest ranking offerors. The state may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

**SEC. 5.12 INTERVIEWS OF KEY PERSONNEL**

The state may conduct interviews with the key personnel from each of the shortlisted offerors, as identified below (the state reserves the right to request additional personnel):

- 1) Account Manager** – Individual that will be responsible for the overall operation of the Statewide Through Year Assessment Services
- 2) Technical Support Manager** – Individual that will be responsible for providing technical support for the services or managing the team responsible for technical support.
- 3) Implementation Manager** – Individual that will be responsible for the overall design and performance of assessment system used to carry out the required services.

The individuals that will be interviewed must be the same individuals that are identified in Submittal Form A of the offeror's proposal. No substitutes or proxies, ~~phone interviews, or electronic interviews~~ will be allowed. No other individuals (from the offeror's organization) will be allowed to sit in or participate during the interview session. Individuals who fail to attend the interview will be given a "1" score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 30 minutes per individual. Interviewees may not bring notes, presentation materials, or handouts. The state will interview individuals separately (not as a team). Interviewees may be prohibited from making any reference to their proposed cost/fees. Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews. The PEC will score each interview individually and may have a group discussion prior to finalizing scores.

**SEC. 5.13 FINAL PRIORITIZATION**

After the shortlisted offerors have been interviewed and scored by the PEC, the procurement officer will compile all scores and perform a final prioritization/ranking of offerors.

**SEC. 5.14 COST REASONABLENESS**

Prior to performing clarifications and negotiations, the procurement officer will perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- a. If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state will proceed to invite the highest ranked offeror to the Clarification Period.
- b. If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the state reserves the right to invite the second highest ranked offeror to the Clarification Period.

**SEC. 5.15 CLARIFICATION PERIOD**

The state will invite the highest (or second highest) prioritized offeror to the clarification period. The clarification period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value offeror an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The state's objective is to have the services completed on time, without any cost increases, in a timely and efficient manner, and with high customer satisfaction. It is the offeror's responsibility to ensure that the offeror understands the state's expectations. The offeror is at risk, and part of the risk is understanding state's expectations (and vice versa).

The offeror will be required to pre-plan the project in detail to ensure that there are no surprises, and to prepare a clarification document (which will be incorporated into the contract), containing at a minimum the information as described below:

- a. **Verify the Cost Proposal:** Clarify the cost proposal. The offeror is expected, in good faith, to incorporate in and submit any additional data, supporting schedules, or substantiation reasonably required.
- b. **Provide a Project Schedule:** Prepare a high-level schedule of the project (with major milestones or tasks). If requested, prepare a detailed milestone schedule. This may include transition and implementation.
- c. **Provide a Client Action Item Schedule:** Prepare a schedule of any/all activities, actions, or decisions needed from the state (including specific due dates and client names responsible for the activities). This must be a separate document from the overall project schedule. This should be provided in a very simple format. Identify the roles and responsibilities of the state or its personnel.
- d. **Align Expectations:** Coordinate the project/service (schedule, cost, activities) with all critical parties (subcontractors, consultants, suppliers, manufacturers, networks, etc.). Create a detailed project plan. Review any unique technical requirements with the state.
- e. **Key Assumptions:** Provide a summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the offeror has assumed the state will perform, items/tasks required from the state, and items/tasks that have not been included in the proposal (items that the offeror feels are outside the scope of work). This should also include any critical expectations or responsibilities that the offeror has of the state, state personnel, or other parties/organizations that are not contracted to by the offeror.

- f. Risk Mitigation Approach: Identify all risks, activities, or concerns that may be unforeseen or not within the control of the offeror. This should include everything (realistically) that may prevent the offeror from being successful on this project. This may include: contractor risks, designer risks, owner risks, other party risks, and unforeseen risks. Identify if there are any strategies to mitigate these items. Provide a plan of how unforeseen risks will be managed. Identify what (if anything) concerns you the most, or is very unique about this project
- g. Financial Resources and Responsibility: Provide necessary information on the offeror's ability to meet its financial obligations. Financial analysis includes and is not limited to standard accounting ratio analysis. Offeror will be required to provide the most recent three years audited financial statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial statements or the period of the company's existence, if shorter. Provide the most recent interim financial statements. Required if the latest available financial statement date is six months or more than the RFP document submission date. Interim financial statements must be signed and attested to by an authorized officer as a fair representation, in all material aspects, of the company's financial condition in accordance with generally accepted accounting principles. Provide any subcontractor's financial stability information and qualifications of the subcontractor's key personnel (if the subconsultant will perform at least 25% of the work). The state may request clarifications or additional documentation, other than the aforementioned documents as stated above. However, no request by the offeror to submit additional information for re-evaluation of financial resources and responsibility will be accepted.
- h. 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. If requested, provide resumes on all key personnel.
- i. Provide any additional requested documentation: Provide a detailed project/work plan, past and current client references, staffing plans, contracts, insurance, background checks, additional references and reference information, etc.

The potential best-value offeror will be required to conduct and participate in several meetings throughout the clarification period. At a minimum, the state will require the offeror to conduct a kickoff meeting at the beginning of the clarification period. The offeror will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by the state
- Address all project assumptions
- Identify major risks to project delivery (focusing on risks that the offeror does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from the state to support successful project delivery.
- Propose a schedule for items that must be reviewed in detail and resolved during the clarification period.

The potential best-value offeror will be required to hold a final summary meeting at the end of the clarification period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. The offeror will lead the meeting to present the entire proposal, project execution plan, and identified risks and mitigation plans.

The state reserves the right at its sole discretion to negotiate with the potential best-value offeror during the clarification period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). An invitation to the clarification period does not constitute a legally binding offer to enter into a contract on the part of the state to the offeror.

At any time during the clarification period, if the state is not satisfied with the progress being made by the invited offeror, the offeror fails to provide the information in a timely manner, fails to negotiate in good faith, or if the offeror and the state fail to agree to terms or fail execute a contract, the state may terminate the clarification period activities and then commence or resume a new clarification period with an alternative offeror.

#### SEC. 5.16 OFFEROR NOTIFICATION OF SELECTION

If the state and offeror are able to agree to terms and complete the clarification period, the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors who submitted proposals. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SECTION 6. POST AWARD PROCEDURES AND ACTIVITIES

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 REPORTING

The state will require the awarded contractor to prepare and submit reports on a schedule that will be negotiated during the Clarification Period. These reports are a tool for the state in analyzing changes or addressing issues that may occur throughout the contract period. A change or issue is defined as anything that impacts (or may potentially impact) the contract costs or contract schedule/duration. This includes deviations that are caused by:

- The contractor (or entities contracted by the state)
- The state (scope changes or client-caused deviations)
- Third parties (which are not hired or contracted by the contractor)
- Unforeseen conditions

As new or potential deviations occur (to cost or schedule), the contractor must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact to the awarded cost or awarded schedule.

The state may assist the contractor in setting up the report, but it is the contractor's responsibility to complete and submit these reports as required. Note: These reports do not substitute or eliminate progress reports or any other traditional reporting systems or meetings (that the contractor may perform).

### SEC. 6.03 PERFORMANCE EVALUATIONS

The awarded contractor will be closely monitored for contract compliance. In summary, the state will evaluate the contractor's overall performance on the awarded contract. This may include, but is not limited to:

- Ability to follow federal and state rules, policies, and regulations
- Ability to successfully manage and deliver the services
- Ability to minimize delays
- Responsiveness to correct deficiencies
- Conformance to the terms and conditions of the contract

A project evaluation assessment will be performed at regular intervals. These ratings may be used and considered during the solicitation and competition of future projects within the State of Alaska.

## SECTION 7. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 7.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. 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. 7.02 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### SEC. 7.03 PROPOSAL AS A PART OF THE CONTRACT

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

#### SEC. 7.04 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. 7.05 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. 7.06 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. 7.07 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. 7.08 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. 7.09 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. 7.10 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. 7.11 SEVERABILITY**

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

#### **SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 7.06 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. 7.13 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. 7.14 SOLICITATION ADVERTISING**

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

#### **SEC. 7.15 SITE INSPECTION**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 7.16 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.

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."