

# STATE OF ALASKA REQUEST FOR PROPOSALS



## YUPIK TRANSLATION SERVICES

### BETHEL COMMUNITY-SOTP

RFP 210000026

ISSUED OCTOBER 8, 2020

SEX OFFENDER COMMUNITY SERVICES AT BETHEL, ALASKA

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ISSUED BY:

DEPARTMENT OF CORRECTIONS  
DIVISION OF HEALTH AND REHABILITATION SERVICES

PRIMARY CONTACT:

APRIL AKERS  
PROCUREMENT OFFICER  
APRIL.AKERS@ALASKA.GOV  
(907) 334-0851

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health & Rehabilitation Services, is soliciting proposals for a contractor to provide Yupik translation services to the Bethel community Sex Offender Treatment Program (SOTP). A MORE DETAILED DESCRIPTION INCLUDING SCOPE OF WORK IS TO BE PROVIDED IN SECTION 3.

### SEC. 1.02 BUDGET

Budget funds have been identified for the initial period of performance. Approval for continuation of a contract resulting from this solicitation is contingent upon legislative appropriation. Funds are limited, and negotiations may be necessary depending upon the cost of proposals submitted.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 P.M. prevailing Alaska Time on October 29, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

No specific minimums have been set for this RFP.

### SEC. 1.05 REQUIRED REVIEW

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

### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: April Akers – PHONE 907-334-0851 – FAX 907-269-7345

### SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Corrections  
Division of Health and Rehabilitation Services  
Attention: April Akers  
Request for Proposal (RFP) Number: 210000026

RFP Title: Yupik Translation Services-Bethel Community SOTP

550 W. 7<sup>TH</sup> AVE., SUITE 1800  
ANCHORAGE, AK 99501

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

550 W. 7<sup>TH</sup> AVE., SUITE 1800  
ANCHORAGE, AK 99501

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [gary.bailey@alaska.gov](mailto:gary.bailey@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the offeror’s responsibility to contact the issuing agency at 907-269-7344 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

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

### (b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

**(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST STATEMENT**

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

**(e) LITIGATION AND INVESTIGATION HISTORY**

Each proposal shall include a statement indicating whether or not the contractor or any individuals working on the contract has litigation history as follows: Contractors must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the contractor (and any person in this contractor's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number, and final disposition. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) are not required

**(f) FEDERAL REQUIREMENTS**

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

## **SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

## **SEC. 1.10 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

## SEC. 1.11 AMENDMENTS TO THE RFP

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

## SEC. 1.12 RFP SCHEDULE

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

- Issue RFP **October 8, 2020**,
- Deadline for Receipt of Proposals **October 29, 2020**,
- Proposal Evaluation Committee complete evaluation by **November 9, 2020**,
- State of Alaska issues Notice of Intent to Award a Contract **November 12, 2020**,
- State of Alaska issues contract **November 23, 2020**
- Contract start **December 1, 2020**.

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

## SEC. 1.13 PRE-PROPOSAL CONFERENCE

No Pre-Proposal Conference Scheduled for this RFP.

## SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## SEC. 1.15 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Yukon-Kuskokwim Delta in western Alaska has the highest concentration of sex offenders anywhere in the country. Sex offender treatment providers rely on Yupik translators when treating men in the Community and at the Community Residential Center (Tundra Center) in Bethel, AK. Offenders housed at the Tundra Center received treatment programming that is more intense than other community sex offender treatment and includes twice weekly groups, intensive homework, victim impact classes and culturally specific restorative justice services where community service is part of treatment. Tundra Center participants are required to submit to regular polygraph testing.

A significant portion of treatment involves culturally specific material and mirror those from Canada's sex offender programming for their First Nation or Aboriginal populations and involve storytelling passed down from native elders. Community elders are used as mentors and adjunct treatment providers. The local tribal association serves in an advisory capacity to the program. This portion of treatment is also augmented by the use of the University of Cincinnati Corrections Institute (UCCI) Cognitive Behavioral Interventions for Sex Offenders (CBI-SO) standardized curriculum.



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Health and Rehabilitation Services, is soliciting proposals for culturally specific sex offender co-facilitator services and Yup'ik translation services to men convicted of a sexual offense from the Yukon-Kuskokwim Delta area. The offeror must propose one person who can translate Yup'ik to English fluently and co-facilitate during treatment meetings. The use of 3<sup>rd</sup> party translation services is not allowed. The goal of this project is for the contractor to suggest and incorporate traditional native Yup'ik values and language into the treatment of native Yup'ik sex offenders. Modifications to the rehabilitation process which incorporate traditional values, traditional healing methods and other techniques which enhance the rehabilitation of native persons are encouraged but must be consistent with the department's treatment model. All suggestions must be approved by the department prior to incorporating into treatment. The department's SOTP Criminal Justice Planner located in Anchorage, AK is the project manager for the resulting contract.

#### Primary Services

Tasks 1 and 2 are the primary services needed by the department. Requests for these services will be through the department's Mental Health Clinician based in Bethel, or designated department personnel. These services will be requested on an as-needed basis and a regular schedule may be established. The department does not guarantee a minimum or maximum amount to be paid to the contractor. These services shall be billed as one hourly rate, see section 4.07 Cost Proposal for more information.

#### 1. Task 1 – Co-Facilitator

The contractor shall co-facilitate sex offender treatment sessions with the Mental Health Clinician and/or Probation Officer by adding learning concepts through a Yup'ik Native elder's perspective. The offeror must be familiar with Yup'ik culture, language, and cognitive behavioral treatment principals. The contractor is not to provide cognitive behavioral treatment. Counseling sessions may include but are not limited to, Group, Individual and Family Counseling sessions. The department shall have overall authority over treatment sessions.

The contractor shall work closely with the department's Mental Health Clinician and Probation Officers assigned to sex offender cases. The contractor shall not work with offenders or discuss offender treatment without the Mental Health Clinician or Probation Officer present. The contractor must keep detailed notes about group dynamic issues or participant statements or concerns that will be discussed with the department during the debriefing session. Modifications to the rehabilitation process which incorporate traditional values, traditional healing methods and other techniques which enhance the rehabilitation of native persons are encouraged but must be consistent with the department's treatment model.

Prior to the first co-facilitator session and other sessions as needed the contractor and Mental Health Clinician or Probation Officer are to meet and discuss upcoming treatment sessions. Areas to be discussed prior to a treatment session may include but are not limited to; incorporating Native Alaska cultural issues into treatment, session goals, objectives, expectations, agenda, activities, responsibilities, room layout, requested feedback and ground rules. The contractor must maintain a cooperative and supportive role with department personnel to promote teamwork during counseling sessions.

Once a treatment session is complete the department and contractor may debrief to discuss; session notes, areas needing improvement, areas of concern or areas that worked well. Open and clear communication will assist with improving future treatment sessions.

## 2. Task 2 – Translation Services

The contractor shall provide Yup'ik to English translation services, either verbal or in writing, while completing Task 1. Additional discussions in Yup'ik may be had with offenders that is in accordance with Task 1 and is either pre-approved by the department or discussed during the Task 1 debriefing session.

Services for Tasks 1 and 2 shall not exceed 1,040 annual hours and may be requested anytime between the hours of 8:00 AM and 4:00 PM, Monday through Friday. The department does not anticipate services to exceed 20 hours per week. Any remaining hours in a contract term shall not carry over to a subsequent contract term.

### Secondary Services

Tasks 3 and 4 are secondary services the department may utilize, and quantities are unknown. Requests for these services will be through the project manager or designated department personnel. Funding authority for these services will be established separate from the Primary Services funding authority. These services will be requested on an as-needed basis and the department does not guarantee a minimum or maximum amount to be paid to the contractor.

## 1. Task 3 – Translation Services

The department may request the contractor to provide Yup'ik translation services to offenders outside of the SOMP program. These offenders may either be on probation or incarcerated. Translation may include medical related information. Translation services may be requested in-person or telephonically and may be scheduled or unscheduled. Task 3 shall be billed separately on a per minute basis, see section 4.07 Cost Proposal for more information.

## 2. Task 4 – Consultation

The contractor may be requested to assist the department with educating department and contractor personnel on Alaska Native cultural issues outside of Task 1 Co-Facilitating sessions. The contractor may be requested to provide education in-person within the Bethel community or telephonically to department personnel and/or contractors. Task 4 shall be billed separately on an hourly basis, see section 4.07 Cost Proposal for more information.

Services for Tasks 3 and 4 may be requested anytime that is mutually agreed upon. A minimum or maximum of service use is not established for Tasks 3 and 4.

Community sex offender treatment contracts currently provide services primarily to male offenders but may include services to female offenders if needed. Gender numbers are not fixed but may vary throughout the term of the contract. If provided, services to female offenders must be provided separately from services to male offenders.

## SEC. 3.02 POLICIES AND PROCEDURES – SECURITY AND BACKGROUND INVESTIGATIONS

- A. The department shall require personnel providing direct services within correctional facilities to comply with background investigations and/or security checks prior to starting work under the contract. When background investigations are required, they shall be performed by the department at no charge to the contractor. The department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

The successful contractor will assure that all individuals providing services under the terms of the contract complete the following forms and scan completed copies to the procurement officer of record and the program manager.

<http://www.correct.state.ak.us/commissioner/policies-procedures>

- Security Clearance Form;
- PREA Employment Disclosure Form;
- Code of Ethical Conduct 202.01a;
- Standards of Conduct 202.15a;
- ACOMS form and agreement, and;
- Criminal Justice Information Services Addendum (CJIS) form.
  - The department may require the contractor to obtain 2 fingerprint “blue cards” form FD-258 for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse or make arrangements at one of the department institutions by appointment.

Questions or for arranging appointment please contact the following personnel:

James Dabbs-Ashworth ([james.dabbs-ashworth@alaska.gov](mailto:james.dabbs-ashworth@alaska.gov))

David Muike ([david.muise@alaska.gov](mailto:david.muise@alaska.gov))

- The completed forms must be submitted to the procurement officer or designee.
- The department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required bi-annually.

**B. Recidivism Reporting: (Only applies if applicable)**

Contractors reporting on program efficacy must use the statutory definition of recidivism. For programs that have been in place less than three (3) years, reports must clearly state the date parameters that are being used to report recidivism. The statutory definition of recidivism is:

Per AS 44.19.647 Recidivism Definition:

A felony offender who is re-incarcerated within three (3) years of release for any offense conviction:

- Parole or probation violation
- New felony crime
- New misdemeanor crime

And per department Policies & Procedures 501.2 (Research Activities) & 650.01 (Criminal Justice Information Access), links provided below:

<https://doc.alaska.gov/png/pdf/501.02.pdf?080916>

<https://doc.alaska.gov/png/pdf/650.01.pdf>

### SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately 12/1/2020 through 6/30/2021 with optional renewal periods to be exercised at the sole discretion of the State up to 6/30/2025. Approval or continuation of a contract resulting from this RFP is contingent upon the legislative appropriation of funds.

The approximate contract term schedule is as follows:

- Initial contract period: 12/1/2020 - 6/30/2021
- Renewal: 7/1/2021 - 6/30/2022
- Renewal: 7/1/2022 - 6/30/2023
- Renewal: 7/1/2023 - 6/30/2024
- Renewal: 7/1/2024 - 6/30/2025

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. 3.04 DELIVERABLES

The contractor will be required to provide the following deliverables

- A. Primary Services
- B. Secondary Services

### SEC. 3.05 LOCATION OF WORK

The location the work is to be performed, completed, and managed is in the Bethel, AK community. The current work location is at the Bethel Probation Office, but this location may change to a different location within the Bethel, AK community. The contractor will provide their own equipment such as a computer, printer, and phone.

### SEC. 3.06 CONTRACT TYPE

This contract is a fixed price contract and the costs will remain for all periods of the resulting contract.

### SEC. 3.07 PROPOSED PAYMENT PROCEDURES

Payment for Primary services should be billed to the department every two weeks if a regular schedule has been established or 5 days after provision of service if a regular schedule has not been established. The contractor's invoice must include the contractor's name, address, contact information, the contract number, hours billed, the hourly rate and total invoice cost. Additionally, the invoice must include the annual not to exceed hours of 1,040 and the remaining number of annual hours.

Payment for Secondary services should be billed to the department within 5 days of service provision. The contractor's invoice must include the contractor's name, address, contact information, the contract number, number of hours or minutes billed, the hourly or per minute rate and total invoice cost.

No payment will be made until the invoice has been approved by the project director.

### **SEC. 3.08 CONTRACT PAYMENT**

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

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

### **SEC. 3.09 TRAVEL**

The contractor shall ensure any travel conducted under the resulting contract will be in accordance with the Alaska Administrative Manual, Section 60 Travel <http://doa.alaska.gov/dof/manuals/aam/resource/60t.pdf>.

Travel frequency, Alaska location and duration are dependent upon the needs of the department.

Travel is not expected outside of Bethel, AK. The department will not pay for any travel, housing or per diem costs. Any travel costs must be included in the offeror's hourly rate

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. 3.10 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.11 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.12 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. 3.13 CONTRACT PERSONNEL**

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

### **SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law,

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

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

### SEC. 3.17 INDEMNIFICATION

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

### SEC. 3.18 INSURANCE REQUIREMENTS

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

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

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

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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

**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. 3.19 TERMINATION FOR DEFAULT

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

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



## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, contractors must follow the format set out in this RFP and provide all information requested. Proposals must include the complete name and address of contractor's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

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

The proposal should be presented in the order set forth below. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively, and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.

- 1) Table of Contents
- 2) Introduction
  - Offeror Information and Assurance form
  - Licensing Requirements
  - Conflict of Interest Statement
- 3) Technical Proposal
  - Understanding of the project
  - Methodology of the project
  - Management plan for the project
  - Experience and Qualifications
  - Budget Narrative – must be sealed separately
- 4) Cost Proposal – must be sealed separately
- 5) Alaska Preference Certifications – if applicable

### SEC. 4.02 INTRODUCTION

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

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

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

## SEC. 4.04 MANAGEMENT PLAN FOR THE PROJECT

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

## SEC. 4.05 EXPERIENCE AND QUALIFICATIONS

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

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

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

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

Any proposed subcontractors must provide documentation of training pertinent to the portion of the work that they will perform. Documentation may be included in resumes/curriculum vitae or may be provided through a supplemental document.

## SEC. 4.06 BUDGET NARRATIVE

List of all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses (insurance), payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, travel to and from the place of business, and profit.

## SEC. 4.07 COST PROPOSAL

Cost proposals must be submitted on the attached cost proposal form in order to be found responsive.

Contractors shall not make changes to the form. Rates shall include all direct and indirect costs to include but not limited to insurance, profit, overhead, assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## SEC. 4.08 EVALUATION CRITERIA

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

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

## **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)**

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

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

### **SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)**

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

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

### **SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)**

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

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

### **1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

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

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

## SEC. 5.05 CONTRACT COST (40%)

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

### **Converting Cost to Points**

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

## SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

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

## SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## SEC. 6.06 EVALUATION OF PROPOSALS

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

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

## SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the 18<sup>th</sup> floor of the Robert Atwood Building in Anchorage, Alaska.

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

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

## SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

## Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;



- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

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

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

#### **Alaska Veteran Preference Certification**

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

### **SEC. 6.14 ALASKA OFFEROR PREFERENCE**

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

### **SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS**

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

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

## SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

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

#### STEP 1

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

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

#### STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

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

#### STEP 2

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

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

#### STEP 3

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

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

#### **STEP 4**

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

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### SEC. 7.02 QUALIFIED OFFERORS

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

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

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

### SEC. 7.03 PROPOSAL AS 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: <https://www.state.gov/trafficking-in-persons-report/>

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

## SEC. 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 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## 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 is found to be invalid or 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 **SEC. 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 SOLICITATION ADVERTISING

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

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Proposal Evaluation Form
- 2) Cost Proposal
- 3) Offeror Information and Assurance Form
- 4) Certification of Entitlement for the AK bidder's preference
- 5) Code of ethical Professional conduct (202.01a)
- 6) Standards of conduct review and compliance (202.15a)
- 7) ACOMS (603.02b)
- 8) PREA employment disclosure
- 9) DPS applicant clearance form-CJIS
- 10) FBI-CJIS security addendum
- 11) ASPIN clearance form
- 12) Request for Clearance-Facility
- 13) Standard Agreement Form - Appendix A-Professional Services
- 14) Checklist