

# STATE OF ALASKA REQUEST FOR PROPOSALS



## ALASKA STATE SYSTEM OF SUPPORT COACHING PROGRAM CALL FOR COACHES

RFP 210000095

ISSUED TUESDAY, MAY 18, 2021

THE ALASKA DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT IS SEEKING RESPONSES FROM QUALIFIED AND EXPERIENCED EDUCATORS FOR THE STATE SYSTEM OF SUPPORT COACHING PROGRAM.

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ISSUED BY:

OFFICE OF PROCUREMENT & PROPERTY  
MANAGEMENT

PRIMARY CONTACT:

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PROCUREMENT OFFICER  
ROBERT.ROYS@ALASKA.GOV

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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<sup>1</sup>**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Alaska Department of Education and Early Development (DEED) is seeking responses from qualified and experienced educators for the State System of Support (SSOS) Coaching Program. DEED is seeking experienced educational leaders who are interested in investing in the leadership and learning communities of Alaska's Comprehensive Schools of Improvement (Lowest 5%). SSOS Coaches shall apply their education skills in a mostly virtual setting to increase the capacity of low performing schools and districts to increase student achievement.

### **SEC. 1.02 BUDGET**

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation. All contracts under this RFP will be for an identical amount of approximately \$52,000.

- 40 hours per month for the 9 months of the school year at approximately \$5,000 per month
- \$2,000 for RTI
- \$2,000 for ASLI in Anchorage
- \$3,000 for face to face meetings in assigned district

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 4:00 PM prevailing Alaska Time on Tuesday, June 15, 2021. Proposals must be sent by email.

### **SEC. 1.04 PRIOR EXPERIENCE**

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

- 10 or more years as a certified teacher or administrator in school or district located in Alaska;
- Currently hold one of the following certifications:
  - Alaska Type A Professional Teacher Certificate
  - Alaska Master Teacher Certificate
  - Alaska Type B Administrative Certificate
  - Alaska Type C Special Services Certificate
  - Alaska Retired (Lifetime) Certificate
  - Alaska Type E Early Childhood Certificate

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

### **SEC. 1.05 REQUIRED REVIEW**

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

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

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

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

Procurement Officer: Rob Roys – Phone 907-465-2519 - Fax 907-465-2563 - Phone (TTY): 711 for Alaska Relay

## **SEC. 1.07 RETURN INSTRUCTIONS**

Submittal forms must be sent via email. The submittal forms and supporting documents must be saved as separate PDF documents and emailed to [eed.Procurement@alaska.gov](mailto:eed.Procurement@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Submittal Form A.pdf” and “Vendor A – Resume.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) 465-1081<sup>2</sup> to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## **SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

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

## **SEC. 1.09 AMENDMENTS TO PROPOSALS**

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

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

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

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

## **SEC. 1.11 RFP SCHEDULE**

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

- Issue RFP **Tuesday, May 18, 2021,**
- Deadline to Register for Pre-Proposal Conference **4:00 PM on Friday, May 28, 2021**
- Pre-proposal conference (if held) on **Tuesday, June 2, 2021,**
- Deadline for Questions **4:00 PM on Friday, June 4, 2021**
- Deadline for Receipt of Proposals **4:00 PM on Tuesday, June 15, 2021,**
- Interviews **the week of June 21, 2021**
- Proposal Evaluation Committee completes evaluation by **Tuesday, June 29, 2021,**
- State of Alaska issues Notice of Intent to Award Contract(s) **Wednesday, June 30, 2021,**
- State of Alaska issues contract **Tuesday, July 13, 2021,**
- Contract start **Wednesday, July 14, 2021.**

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.

## **SEC. 1.12 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference may be held via WebEx. **Those wishing to attend the WebEx must contact the Procurement Officer in advance to receive information on how to attend.** If there are no parties wishing to attend the pre-proposal conference by **4:00 PM on Friday, May 28, 2021** or the pre-proposal teleconference will **not** be held.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

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. Participants may dial into the meeting using the following number:

## **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.

## **SECTION 2. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 2.01 SCOPE OF WORK**

The Alaska Department of Education and Early Development is seeking responses from qualified and experienced educators for the State System of Support (“SSOS”) School Success Coaching Program. EED is seeking experienced educational leaders who are interested in investing in the leadership and learning communities of Alaska’s schools designated as Comprehensive Support and Improvement – Lowest 5% (CSI Lowest 5%). SSOS Coaches shall apply their education skills in a mostly virtual setting to increase the capacity of low performing schools and districts to increase student achievement.

Offerors must have superior relationship building skills, a collaborative spirit, and knowledge of current research and evidence-based practices. Offerors must be engaged in the transformation process utilizing the Four Domains for Rapid School Improvement, including Turnaround Leadership, Talent Development, Instructional Transformation, and Cultural Shift. Additionally, coaches shall partner with state, district, and site leadership to support the Alaska Education Challenge Trajectories. Coaches shall work as part of a systems-approach team of regional and state-wide contractors under the leadership and direction of the Department of Education and Early Development.

Due to the nature of the work, SSOS School Success Coaches must reside in Alaska and may not be employed full-time outside of the SSOS Coaching contract. The logistics of coaching in rural Alaska necessitate virtual conferences, phone, email, and other distance communication tools on evening and weekend contact time.

A multi-step procurement process will select a team of in-state contractors. Responses to the initial call will be scored and ranked comparatively. Top scoring responses will move on to the interview portion, with top scoring offerors being selected to act as coaches. This call will be used to select a new cadre of School Success Coaches for the 2021-2022 school year. Offerors selected for award will be required to submit supporting documentation to comply with Alaska’s Procurement Code and administrative requirements for contracts.

The mission of the SSOS School Success Coaching Program is to support districts and schools as they build the leadership capacity to implement sustainable school improvement strategies in schools with CSI Lowest 5% designations.

The SSOS program works with district and school staff to promote improvement in the Four Domains for Rapid School Improvement, including Turnaround Leadership, Talent Development, Instructional Transformation, and School Culture Shift. This includes, but is not limited to, work in these areas:

1. Develop, implement and sustain the 4 Domains for Rapid School Improvement
2. Support development and implementation of evidence-based reading and literacy programs with the goal of all students reading at grade level by the end of Grade 3
3. Support school leaders to align local curriculum and assessments with Alaska State Standards
4. Promote and integrate the Alaska Cultural Standards into the districts of service
5. Support training and administration of interim assessments
6. Leverage interim assessments and progress monitoring to inform data conversations and drive instructional decisions
7. Increase data literacy and the use of data to inform instruction
8. Develop structures with leaders to support quality instruction and effective interventions for all students with an emphasis on English Language Arts and Math
9. Foster a positive school climate and learning environment that is attentive to local culture

10. Engage in staff collaboration through weekly leadership check-ins that discuss school progress
11. Support alignment of school-level professional development policies and practices with resources and academic goals
12. Develop principals as instructional leaders using tools such as instructional walkthroughs, precision goal setting, and school-wide initiatives
13. Provide professional development opportunities for literacy, math, social and emotional learning, and leadership training.

## **SEC. 2.02 contract objectives**

The SSOS School Success Coaching Program provides technical assistance to support school and district leaders in their efforts to improve systems and structures that increase student achievement. To achieve this SSOS Coaches shall:

1. Facilitate an open, professional, and collaborative work relationship between DEED and the school district(s) and schools.
2. Effectively identify the needs of assigned schools and districts to prioritize, schedule, organize, and provide technical assistance to support the systemic improvement of the district’s improvement efforts.
3. Work under the direction of DEED and collaboratively with regional SSOS Coaching teams to provide a culture of service and support to districts and CSI Lowest 5% schools.
4. Engage in a mostly virtual and collaborative environment with district and school leaders.
5. Support district and school leadership teams to assess school needs and develop meaningful school improvement plans that align with the Alaska Education Challenge Trajectories and the 4 Domains for Rapid School Improvement.
6. Establish relationships and build rapport with the leadership at assigned sites.
7. Provide consistent, sustainable training and professional development aligned with DEED initiatives and the priorities of Alaska’s Education Challenge.
8. Guide and build capacity of site leaders so those leaders can provide instructional support to staff members.

## **SEC. 2.03 SPECIAL RESTRICTIONS**

SSOS Coaches agree to not accept other contract work for the districts to which they are assigned as a SSOS Coach. Other work for schools or districts may not be funded by DEED School Improvement funds.

## **SEC. 2.04 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately Wednesday, July 14, 2021, for approximately 351 days until completion, approximately Thursday, June 30, 2022 with four additional one-year renewal options. Renewals will be exercised at the sole discretion of the state, based on individual contractor performance and capacity to support measurable improvement at assigned school(s).

The approximate contract schedule is as follows:

- First contractor work period July 14, 2021 to June 30, 2022,
- Renewal option 1 of 4, if utilized, July 1, 2022 through June 30, 2023;
- Renewal option 2 of 4, if utilized, July 1, 2023 through June 30, 2024;
- Renewal option 3 of 4, if utilized, July 1, 2024 through June 30, 2025;
- Renewal option 4 of 4, if utilized, July 1, 2025 through June 30, 2026.



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

## **SEC. 2.05 DELIVERABLES**

The contractor will be required to provide the following deliverables:

1. Deliverables to DEED:
  - a. Attending training sessions and professional development opportunities provided by DEED and School Recognition and Support (SRS), this may include but is not limited to: RTI/MTSS Conference, ASLI, bi-weekly meetings with the DEED School Recognition and Support Team, one-on-one meetings with SRS Program Administrator and/or IEE Division leadership.
  - b. Documenting hours, topics, and categories of service for legislative and board reporting
  - c. Submitting monthly invoice for each month of service- invoicing instructions will be provided on the contract.
  - d. Providing updates and progress as needed on School Improvement plans with/to the School Recognition and Support Specialist.
  - e. Collaborating to share resources and provide training and development across the state in a variety of platforms focused on the priorities of Alaska’s Education Challenge using the 4 Domains for Rapid School Improvement.
2. Deliverables to regions
  - a. Coaches may be assigned to multiple schools within a region of Alaska.
  - b. Collaborate to share resources and provide training and development across the state in a variety of platforms focused on the priorities of the Alaska Education Challenge using the 4 Domains for Rapid School Improvement.
  - c. The coaching team will provide leadership facilitation, professional development, and data analysis.
3. Deliverables to districts:
  - a. Working in collaboration with the district leadership team to ensure alignment of Alaska Education Challenge, district strategic plans, and site-based school improvement plans.
  - b. Engaging district leadership in opportunities to best support school sites.
  - c. Providing professional development on continuous improvement, literacy, supporting school improvement plans, and utilizing the 4 Domains for Rapid School Improvement to improve student outcomes.
4. Deliverables to school sites:
  - a. Working with site leadership to provide guidance and support with needs assessments.
  - b. Supporting site leadership with facilitation of community/school-wide SWOT, needs assessment conversations, and data analysis.
  - c. Providing professional development on literacy and continuous improvement practices
  - d. Creating a plan of service, which supports the school improvement plan for each site.
  - e. Documenting quarterly reports based on quantitative and qualitative data for each site.

- f. Serving as a point of contact for designated schools and provide leadership support to ensure school improvement plans are focused, specific, measurable, and implemented according to designated timelines and within budget.

## **SEC. 2.06 CONTRACT TYPE**

This contract is a **Firm Fixed Price** contract.

## **SEC. 2.07 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

## **SEC. 2.08 PROMPT PAYMENT FOR STATE PURCHASES**

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

## **SEC. 2.09 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.

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

## **SEC. 2.10 CONTRACT PRICE ADJUSTMENTS**

Not applicable to this RFP.

## **SEC. 2.11 MANDATORY REPORTING**

Not applicable to this RFP.

## **SEC. 2.12 LOCATION OF WORK**

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

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

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

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

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

### **SEC. 2.13 THIRD-PARTY SERVICE PROVIDERS**

Not applicable to this RFP.

### **SEC. 2.14 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.15 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.16 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. 2.17 F.O.B. POINT**

Not applicable to this RFP.

### **SEC. 2.18 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. 2.19 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. 2.20 LIQUIDATED DAMAGES**

Not Applicable to this RFP.

### **SEC. 2.21 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 Early and Early Development or the Commissioner's designee.

## **SEC. 2.22 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. 2.23 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. 2.24 INSURANCE REQUIREMENTS**

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

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

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

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

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

## **SEC. 2.25 TERMINATION FOR DEFAULT**

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 6. ATTACHMENTS**.

## SECTION 3. PROPOSAL FORMAT AND CONTENT

### SEC. 3.01 RFP SUBMITTAL FORMS

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

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

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

### SEC. 3.02 SPECIAL FORMATTING REQUIREMENTS

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

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

**Anonymity:** 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		Maximum Page Limits
Submittal Form A	Offeror Information and Certifications	
<b>Submittal Form B –</b>	<b>Offeror Resume &amp; Letters of Reference Summary</b>	<b>6</b>
	<b>Resume (max 2 pages)</b>	
	<b>Letter of Reference 01 (max 1 page)</b>	
	<b>Letter of Reference 02 (max 1 page)</b>	
	<b>Letter of Reference 03 (max 1 page)</b>	
<b>Submittal Form C –</b>	<b>Essay Question 01</b>	<b>2</b>
<b>Submittal Form D –</b>	<b>Essay Question 02</b>	<b>2</b>

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

### SEC. 3.03 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; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- h) The complete name and address of offeror's firm along with the offeror's Tax ID.
- i) Information on the person the state should contact regarding the proposal.
- j) Names of critical team members/personnel.
- k) Addenda acknowledgement.
- l) Conflict of interest statement.
- m) Federal requirements.
- n) 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. 3.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide a resume and up to three letters of reference that speak to the offeror's abilities to perform as a SSOS Coach. The resume may not exceed two pages and each letter of reference may not exceed one page. Submittal Form B is provided as a cover page to the offeror's submittals for §3.04.

### **SEC. 3.05 ESSAY QUESTION 01 (SUBMITTAL FORM C)**

Offerors must an essay of no more than two pages that details why the offeror wishes to contract as a SSOS Coach.

### **SEC. 3.06 ESSAY QUESTION 02 (SUBMITTAL FORM D)**

Offerors must an essay of no more than two pages that describes how the offeror's background, education, skills, and experience in Alaska demonstrate the offeror's ability to perform as a SSOS Coach.

### **SEC. 3.07 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

Not applicable to this RFP.

## SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 4.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 4.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 4.07 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 4.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Phase 1 Experience, Qualifications, Preferences, and Cost Criteria		Weight
Experience and Qualifications	(Submittal Form B)	10
Essay Question 01	(Submittal Form C)	5
Essay Question 01	(Submittal Form D)	5
Cost as Modified by Preferences		10
Alaska Offeror Preference (if applicable)		10
	<b>Total</b>	<b>35</b>



Phase 2 Criteria Interviews	Weight
Interviews	65
Total	65

**TOTAL EVALUATION POINTS AVAILABLE: 100**

**SEC. 4.03 SCORING METHOD AND CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 4.04 through 4.06 and assign a single score for each section. Offerors’ responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
<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

**Offeror 1** was awarded 75 points:

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

**Offeror 2** was awarded 50 points:

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

**Offeror 3** was awarded 100 points:

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

## SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

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

### a) Questions regarding the personnel:

1. Does the offeror reside in Alaska? (0 or 10)
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for a SSOS Coach?
3. How well does the first letter of reference demonstrate ability to perform as a SSOS Coach?
4. How well does the second letter of reference demonstrate ability to perform as a SSOS Coach?
5. How well does the third letter of reference demonstrate ability to perform as a SSOS Coach?

## SEC. 4.05 ESSAY QUESTION 01

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

- 1) Does the answer to Question 1 demonstrate the ability to perform as a SSOS Coach?

## SEC. 4.06 ESSAY QUESTION 02

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

- 1) Does the answer to Question 2 demonstrate the ability to perform as a SSOS Coach?

## SEC. 4.07 CONTRACT COST (COST PROPOSAL)

Overall, a maximum of **10%** of the total evaluation points will be assigned to cost. All offerors will be evaluated on a base cost of \$52,000. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

**Example (Max Points for Contract Cost = 40):**

### **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 37.43 points.**

*\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.43*

**Offeror #3 receives 33.68 points.**

*\$40,000 lowest cost x 400 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.68*

## **SEC. 4.08 APPLICATION OF PREFERENCES**

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

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

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

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

## **SEC. 4.09 ALASKA BIDDER PREFERENCE**

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

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

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

### **SEC. 4.10 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. 4.11 ALASKA OFFEROR PREFERENCE**

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

#### **Example:**

##### **Step 1**

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

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 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>

**Offeror #3** is the most advantageous proposal.

**SEC. 4.12 PHASE 01 PROCESS**

Offerors submissions for §4.04-11 will be scored and ranked. Offeror’s scoring more than 50% of the available points for these sections will be moved to Phase 2 in order of scoring from high to low until a maximum 24 interviews have been scheduled. Offerors that do not score above 50% for Phase criteria will not be offered interviews.

**SEC. 4.13 PHASE 02 PROCESS**

Offerors selected for interviews will be scheduled and provide over Zoom, WebEx, or other mutually agreeable platform, recorded, and then reviewed and scored by the PEC. All offerors will be asked the same questions, in the same order, and have no more than 45 minutes to answer them. PEC members will assign a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score) for each answer. The maximum possible score of 60 will be used to determine the offeror’s score by the following formula:

$$[ (\text{Total Score}) \div (\text{Maximum Score of 60}) ] \times (65 \text{ Points for Interview}) = \text{Score}$$

An offeror must score greater than or equal to 48.75 in Phase 02 in order to be eligible for award.

**SEC. 4.14 MULTIPLE AWARDS**

DEED intends to award multiple contracts from this RFP. Awards will be made in order of total score, highest to lowest. In the event of a tie the following tiebreakers will be used

Tiebreaker 1: total score of Phase 02.

Tiebreaker 2: total score of Phase 01.

Tiebreaker 3: proceed through each interview score 1-6, then §4.05, then §4.06, §4.06 1-5. First to receive a higher score wins award.

Tiebreaker 4: high five-card stud dealt by the Procurement Officer. High hand wins award.

**SEC. 4.15 OFFEROR NOTIFICATION OF SELECTION**

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

## **SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 5.01 INFORMAL DEBRIEFING**

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

### **SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

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

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

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

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

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

### **SEC. 5.03 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests

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

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

#### **SEC. 5.04 QUALIFIED OFFERORS**

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

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

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

#### **SEC. 5.05 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 5.06 ADDITIONAL TERMS AND CONDITIONS**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

#### **SEC. 5.07 HUMAN TRAFFICKING**

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

The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

#### **SEC. 5.08 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement

officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

### **SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

### **SEC. 5.10 DISCLOSURE OF PROPOSAL CONTENTS**

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

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

### **SEC. 5.11 ASSIGNMENT**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

### **SEC. 5.12 DISPUTES**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.



### **SEC. 5.13 SEVERABILITY**

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

### **SEC. 5.14 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 5.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **SEC. 5.15 SOLICITATION ADVERTISING**

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

### **SEC. 5.16 SITE INSPECTION**

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

### **SEC. 5.17 CLARIFICATION OF OFFERS**

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

### **SEC. 5.18 DISCUSSIONS WITH OFFERORS**

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

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

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

### **SEC. 5.19 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room on the 9th floor of the State Office Building in Juneau, Alaska.

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

### **SEC. 5.20 FAILURE TO NEGOTIATE**

If the selected offeror

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

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

### **SEC. 5.21 FEDERALLY IMPOSED TARIFFS**

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security

or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

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

## SEC. 5.22 PROTEST

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

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

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

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

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

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

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

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

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

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

## **SECTION 6. ATTACHMENTS**

### **SEC. 6.01 ATTACHMENTS**

**Attachments:**

- 1) SAMPLE CONTRACT
- 2) SSOS COACH HANDBOOK
- 3) SUBMITTAL FORM A
- 4) SUBMITTAL FORM B
- 5) SUBMITTAL FORM C
- 6) SUBMITTAL FORM D

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<sup>1</sup> Amendemtn01 Corrections: throughout the RFP typos and references to Department of Commerce have been corrected.

<sup>2</sup> Amendment 01 Correction: corrected phone.