

STATE OF ALASKA REQUEST FOR PROPOSALS



MOUNT EDGECUMBE HIGH SCHOOL JANITORIAL

RFP 2022-0500-5122

ISSUED APRIL 14, 2022

JANITORIAL AND CUSTODIAL SERVICES FOR MOUNT EDGECUMBE HIGH SCHOOL ADMINISTRATIVE OFFICES,
CLASSROOMS AND GYMNASIUM.

ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY
DEVELOPMENT
ON BEHALF OF MOUNT EDGECUMBE HIGH
SCHOOL

PRIMARY CONTACT:

KATHY BLOMQUIST
PROCUREMENT OFFICER
EED.PROCUREMENT@ALASKA.GOV
(907) 465-8654

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 Education and Early Development, Division of Finance and Support Services, on behalf of Mount Edgecumbe High School, is soliciting proposals for janitorial and custodial services for Mount Edgecumbe High School administrative offices, classrooms and gymnasium in Sitka, Alaska.

SEC. 1.02 BUDGET

Department of Education and Early Development, Division of Finance and Support Services, on behalf of Mount Edgecumbe High School estimates a budget of between \$120,000.00 and \$160,000.00 dollars per year for completion of this project. Proposals priced at more than \$160,000.00 will be considered non-responsive.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00p.m. prevailing Alaska Time on May 6, 2022. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- At least two years within the last five years providing janitorial services for at least two facilities of at least 10,000 square feet in size.
- References are required. Name(s) and contact information for references must be provided with proposal submission

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and 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 via email at eed.procurement@alaska.gov. The subject line must contain the RFP number 2022-0500-5122.

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. **Deadline for receipt of questions is no later than 3:00p.m. Alaska Time on April 29, 2022.**

PROCUREMENT OFFICER: Kathy Blomquist – PHONE 907-465-8654 - TDD 1-800-770-8973

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit an electronic copy of their proposal via email. The cost proposal (Submittal Form F) included with the package must be sent as a separate email from the rest of the proposal and must be clearly identified.

When submitting a proposal via email, the proposal contents must be saved as separate PDF documents and emailed to: eed.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor ABC – Form A.pdf" and "Vendor ABC – Form B.pdf". In this example, Vendor "ABC" is the name of the vendor submitting a proposal. The email must contain the vendor name and the RFP number (2022-0500-5122) 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. The State of Alaska 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 907-465-8654 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.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	3:00 p.m.	4/14/22
Registration for Mandatory Tour	3:00 p.m.	4/25/22
Mandatory Tour	1:00 p.m.	4/27/22
Deadline for Receipt of Proposals / Proposal Due Date	3:00 p.m.	5/6/22
Proposal Evaluations Complete	3:00 p.m.	5/9/22
Notice of Intent to Award	5:00 p.m.	5/9/22
Contract Issued	3:00 p.m.	5/20/22

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 MANDATORY FACILITY TOUR – MUST PRE-REGISTER

A mandatory facility tour will be held at 1:00 p.m., Alaska Time, on April 27, 2022, 1330 Seward Avenue in Sitka, Alaska. The purpose of the facility tour is to discuss the work to be performed with the prospective offerors, the contents of the RFP, see the related buildings and equipment, 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 tour if they cannot be answered during the tour. You must register with the procurement officer on or before 3:00 p.m. Alaska Time, on April 25, 2022, for the facility tour. **Registration can be done by submitting your name and contact information via email at: eed.procurement@alaska.gov . Please include the RFP number in the subject line. RFP 2022-0500-5122**

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. 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. 1.13 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

Mt. Edgecumbe High School is a public boarding school operated by the Alaska Department of Education and Early Development. Initially established in 1947 by the Bureau of Indian Affairs, Mt. Edgecumbe provided Alaska Native students in grades 1-12 the opportunity to acquire a traditional education unavailable in rural Alaska. Serving as many as 600 students at its largest, the school closed temporarily in 1983 as the Bureau of Indian Affairs reduced its role in Alaskan Education. Two years later, the school reopened under the governance of the Alaska Department of Education and Early Development. The central role of Mt. Edgecumbe High School in Alaskan education is to provide a broad range of academic and extra-curricular opportunities that are unavailable to students in isolated home schools and communities. Academic expectations are high and students who attend are expected to enroll in higher education. The official governing body charged with oversight is the Alaska State Board of Education.

Demographics: Currently, over 420 students from over 98 communities throughout Alaska attend Mt. Edgecumbe. 59 percent of the student body is female, and 41 percent are male. Alaska Native students comprise 88 percent of the student population, 7 percent are Caucasian, and 5 percent are mixed ethnicity. 70 percent of students in attendance meet federal guidelines for free & reduced lunches. 74 percent of 2019 graduates were accepted into a post-secondary university, 14 percent were admitted to a technical training program or enlisted in the military and the remaining 12 percent entered the workforce.

MEHS students are Alaska residents of high school age who possess a demonstrated interest in learning and who can live successfully in a residential setting. The State Board of Education has established the following criteria: availability of a high school program in the student's home community, any particular requirements (educational, emotional or family) that make the structured, residential setting provided at Mt. Edgecumbe High School advisable, degree to which the student is expected to benefit from the academic and social programs, the degree to which the student will bring background experiences, skills and abilities that will enhance the diversity or academic potential of the student body and academic performance demonstrated by transcripts and test scores.

The mission of MEHS is to provide a challenging, unique education in a residential setting that values rich cultural diversities and traditions, inspiring Alaskan students to become successful, responsible, global citizens.

The vision of MEHS is to inspire students to discover and expand their talents with multiple innovative opportunities, develop their dreams, meet high expectations for learning and living, prepare for a changing world, form meaningful and long-lasting relationships, learn from and appreciate one's own and other's cultures and become ethical leaders.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Education and Early Development, Division of Finance and Support Services, is soliciting proposals for janitorial and custodial services.

1. Communication

- a) The contractor will provide to the Project Director with a 24-hour available cell phone number with text receipt capability (see “Primary Contact” below), a business phone number, a mailing address, and an email address prior to start of services.
- b) The contractor will provide one person to be the Primary Contact. Communications between the contractor and the Project Director will be maintained by the Primary Contact to insure that work related issues are dealt with quickly. The Primary Contact must be fluent in speaking, reading, and writing English. The Primary Contact must be available 24 hours a day, seven days a week. The Primary Contact must have a cell phone with text receipt capability. This cell phone must always be kept with the Primary Contact. The Primary Contact must have a working email address that is checked at least twice a day: once in the morning and once in the afternoon. The normal working day for the contact person must be all regular and scheduled school days, scheduled Saturday school, school day holidays from 8:00 AM to 4:00 PM and any required special events. The Primary Contact may only be changed with approval by the Project Director.
- c) After hours communications and the response shall be possible within no more than four hours for routine needs and no more than two hours for emergencies.
- d) Any routine cleaning problems noticed by MEHS will be communicated by a call and/or text to the cell phone of the Primary Contact during school hours. When possible, an email and/or phone call will also be made to the Primary Contact’s specified email and number.
- e) The contractor is required to immediately notify the Project Director or his designee of any misconduct or inappropriate action with MEHS students (e.g., sexual contact, physical abuse, or other inappropriate social contact) on the part of any contractor employee. Failure to do so is grounds for immediate termination of this contract. (See “Personnel and Employee Conduct” below.)

2. Personnel and Employee Conduct

- a) Hiring of employees will be done by the contractor. All contractor staff working at Mt. Edgecumbe High School (MEHS) will be required to submit to a background check through the State of Alaska’s Department of Public Safety (DPS) which includes submitting fingerprints to the Federal Bureau of Investigation. To satisfy this requirement, the contract employees will be required to provide personal information to the designated MEHS Administrative Staff member and MEHS will pay all fees associated with this background check. This background process must be completed PRIOR to any contract employee being allowed to work on the MEHS campus. If the DPS initially or later prohibits an employee from working on campus, the contractor will be notified by MEHS

and that employee will be immediately prohibited from working at the school at any time. Such an event will not relieve the contractor from fulfilling the required services for any length of

time under this agreement. In no event will the contractor allow an employee to work on the MEHS campus at any time without prior approval of the project director.

- b) Minors under the age of 18, including family members of the contractor or contractor's employees, are not to be on the project site unless affiliated with the school. Minors under the age of 18 are prohibited from performing any work under this contract.
- c) Socialization or fraternization between contractor staff and MEHS students is not permitted. A violation of this requirement may be grounds for immediate termination of the contract. No tobacco, alcoholic beverages or illegal substances will be permitted on MEHS property nor will work be conducted while under the influence of drugs or alcohol. Smoking is not permitted on MEHS property at any time.

3. Training

- a) The contractor shall be familiar with and comply with all applicable laws, regulations, specifically including all applicable health and safety standards. The contractor shall maintain responsibility for filing all necessary and required federal, state, and local forms as applicable. Each contractor employee shall be trained in proper cleaning and janitorial methods and techniques and must also be familiar with proper chemical handling procedures, including interactive hazards for any chemical products that are being used. Documentation of all training must be provided to the project director upon request.
- b) The contractor will notify the school of any maintenance, and repair issues as they are discovered. The project director will provide contact phone numbers and methods to report maintenance and repair issues. Issues that might result in additional damage or create a hazard will be reported immediately regardless of the day or hour. Routine maintenance and repair issues will be reported the following school day.

4. Lost Keys

- a) The contractor will be issued sufficient keys to access all areas of the campus where services are to be performed. The contractor will be charged \$200 per key for any keys lost by an employee of the contractor. Any keys issued to the contractor will be turned into the project director at the completion of each school year.

5. Supplies and Materials

- a) It is the intent of these specifications that the contractor supplies all cleaning material and cleaning equipment necessary to meet the cleaning specifications to the quality identified. The contractor shall be responsible for providing all trash bags, vacuum bags, rags, cleaners, waxes, polishes,

buffing and scrubbing pads and other routine materials, both consumable and non-consumable, needed to conduct required service operations as defined in this contract. The contractor will be responsible for supplying receptacle liners and trash bags (both small and large), and any and/all other supplies that might be required that are not specified as being provided by MEHS to complete the service requirements of this contract. Receptacle liners should not be reused.

- b) All materials must be of high quality, commercial grade and provide good service for the purpose required.
- c) Material Safety Data Sheets (MSDS): In accordance with federal law and as a condition of contract award, the contractor shall provide to the project director copies of all MSDS relating to all chemical and cleaning agents that are to be used in the performance of this contract and evidence that copies are available to their employees. The contractor shall establish and maintain a chemical plan that follows the LEED-EB O&M requirements, documenting compliance of cleaning products that meet the Green Seal GS-37, GS-40 or GS-41 standard as applicable to the type of cleaning required.
- d) During the contract, MSDS for newly acquired products not identified at award time shall also be made available. Within two hours of request, the contractor shall provide the project director copies of any requested MSDS.

- e) MEHS shall be responsible for supplying and maintaining sufficient stocks of paper hand towels, toilet paper, sanitary napkin disposal bags, and liquid soap used for filling the facility dispensers. The Contractor will be responsible for stocking these items daily, and as needed during a regular school day in the bathrooms, classrooms, and any other specified locations where dispensers are located. The contractor will maximize the use of all supplies and paper products that are supplied by MEHS. Items supplied by MEHS but stocked in dispensers by the contractor will be done as the existing stocked item is fully or nearly fully consumed or used. The contractor or his employees will notify the Administrative Officer of the need for paper hand towels, toilet paper, sanitary napkin disposal bags, and liquid soap.

6. Minimum Equipment Required to Perform Services

The contractor will provide all necessary equipment to perform service responsibilities included in this contract at a high level of quality. All equipment used on this contract will be of good quality capable of performing the duties in a professional manner. MEHS will provide one or more secure locations for the contractor to maintain supplies and equipment for the contractor's exclusive use. Required equipment includes:

- a) Wide area commercial vacuum(s) of not less than 26-inch cleaning path (for example, Castex Magma Twin).
- b) Dual motor upright vacuum(s), 14-to-16-inch cleaning path or equivalent back pack vacuum with at least 70 inches of static water lift (for example, Castex Viper).
- c) Wet/dry vacuum(s), with 10-gallon minimum water container with at least 90 inches of static water lift, with attachments for picking up liquid and/or stripping solution (for example, Nobles Typhoon).
- d) Floor machine(s), 20 inches with dual speed 2000 or higher rpm (for example, Nobles Speedshine) for floor buffing.

- e) Floor machine(s), 17-to-20-inch, 175 rpm for stripping, scrubbing, spray buffing, sanding or bonnet buffing floors, 1.5 horsepower (for example, Nobles Speedshine).
- f) A walk behind style, self-propelled, 28 gallon capacity carpet extractor with affixed power brush and with compatible attachments for confined areas (for example, Cartex Falcon 2800), or a canister style with minimum 15 gallon, 250 PSI and able to heat water to 170 degrees (for example, Castex Explorer 1500H).
- g) An automatic tile scrubber for cleaning tile floors.
- h) All other tools and equipment such as brooms, mops, buckets, sponges, etc. necessary to complete the tasks outlined in this ITB.
- i) Power window washer.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately **July 1, 2022**, until completion, approximately **June 30, 2023**. The State reserves the right to renew the contract for five additional 1-year renewal options. Services during renewal options will change dependent upon the adopted school calendar. The contractor will be notified of the exact dates when they are established.

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.

The approximate contract schedule is as follows:

- Issue RFP **April 14, 2022**
- Deadline to register for Pre-Proposal Facility Tour **3:00 PM on April 25, 2022**
- Pre-Proposal Facility Tour at 1:00 PM on **April 27, 2022**
- Deadline for Questions **3:00 PM on April 29, 2022**
- Deadline for Receipt of Proposals **3:00 PM on May 6, 2022**
- Proposal Evaluation Committee complete evaluation by **May 9, 2022**
- State of Alaska issues Notice of Intent to Award a Contract **May 9, 2022**
- State of Alaska issues contract **May 20, 2022**
- First contractor work period **July 1, 2022, to June 30, 2023**
- If exercised: first renewal option work period **July 1, 2023, to June 30, 2024**
- If exercised: second renewal option work period **July 1, 2024, to June 30, 2025**
- If exercised: third renewal option work period **July 1, 2025, to June 30, 2026**
- If exercised: fourth renewal option work period **July 1, 2026, to June 30, 2027**.
- If exercised: fifth and final renewal option work period **July 1, 2027, to June 30, 2028**.

SEC. 3.03 DELIVERABLES

Janitorial Services shall be provided to the listed areas on a daily, weekly, and monthly schedule. Certain services shall be completed prior to the arrival of teachers at the start of the school year, and during the Winter and Spring Breaks.

Daily, weekly, and monthly services shall begin the first day teachers arrive for the school year.

The Administrative Offices, building 1330 A are occupied all year, and thus require daily, weekly, and monthly services all year.

Services listed under "Scope of Work" will be performed (including freshly shampooed carpets being completely dry) prior to the teachers' first day returning from break as listed on the attached school calendar.

Services listed under "Scope of Work" will occur between the ending and starting dates for both the summer and winter breaks as appropriate. Costs for these services must be included in the daily rate. These dates may be changed if the project director deems necessary.

3.03.1. FREQUENCY OF SERVICES

(A) DAILY (MONDAY THROUGH FRIDAY AND SATURDAY SCHOOL)

- (1) Empty and disinfect all trash receptacles, replace plastic trashcan liners, secure trash in plastic garbage bags and dispose of in designated on-site containers. After disposal, the contractor must close and secure the container lids and/or doors.
- (2) Vacuum all carpeted surfaces (Team Rooms are to be vacuumed weekly and upon request after use).
- (3) Clean and disinfect all restroom tubs, showers, sinks, counters, toilets, counters, fixtures, and water fountains in all buildings (unless otherwise specified).
- (4) Mop all restroom floors with liquid detergent and water, rinse floors with clean water, then mop dry. A floor scrubber machine is acceptable so long as it picks up all the water used in the process of cleaning.
- (5) Fully broom sweep all smooth surface floors in all areas, removing loose dirt and trash. Any grime or soiled areas on the floors will be mopped with liquid detergent and water, then rinsed with clean water and dried, (or when an area is specified for spot cleaning by a school staff member).
- (6) Fill all paper hand towel, toilet paper, liquid soap, sanitary napkin disposal bag and other required dispensers with products of the proper size and type in ALL bathrooms, sink areas and classrooms as applicable (unless otherwise specified)
- (7) Maintain all paper, soap, and other dispensers in a clean and usable condition

- (8) Maintain all entry mats in a clean, dirt-free, and functional condition (both inside and outside each building specified for janitorial service and immediately adjacent to entranceways where responsible for service).
- (9) Keep building covered entryways free of ice, snow, and slush. Mop and clean tracked-in water and mud to maintain clean, non-slippery floor surfaces. This is especially required on the concrete surfaces of the ground floor of the Field House. This floor should be checked throughout the day by the day janitor for necessary spot cleaning of dirt and liquids that might be present.
- (10) Pick up trash around the exterior of buildings 1330 and 1331 (50' proximity)
- (11) Inspect and clean all interior walls. Remove graffiti daily on all surfaces, including bathroom stalls and walls
- (12) Clean spills throughout the buildings and treat floor surfaces and carpeting to prevent staining or other damage using methods and materials recommended by the manufacturers
- (13) Sweep dirt and pick up trash from all areas of the Field House Gym area including all bleachers and media booth, removing all trash from on and under the bleachers (if collapsible bleachers are expanded in the open position).
- (14) Spot clean with a damp mop any soiled or wet areas on the concrete floor of the FieldHouse Gym prior to 7 AM each morning, throughout the day to remove visible dirt and liquids, or as requested by school staff for specific issues.
- (15) Maintain assigned janitor's closets and storage areas in a clean and odor-free condition
- (16) Pick up trash around the exterior of buildings 1330 and 1331 (50' proximity)

(B) WEEKLY:

- (1) Clean interior side of all windows and mirrors, including all display or trophy cases, leaving glass in a streak-free condition
- (2) Mop all smooth surface floors, including the Activity Center, with liquid detergent and water, rinse floors with clean water, then mop dry. Buff all waxed floors to a luster finish. All floors will be dry and buffed by 7 AM the day following the cleaning
- (3) Scrub/scour all shower/tub walls and tile floors and walls with non-abrasive disinfecting cleanser. Keep all green water & soap residue off walls and shower fixtures
- (4) Dust all flat surfaces
- (5) Spot clean carpets removing grime spots and gum using methods and materials recommended by the manufacturer
- (6) Maintain air vent grills in a dust and lint free condition
- (7) Damp wipe and polish all table and counter tops
- (8) Sweep exterior covered concrete walkways (building 1330)
- (9) Clean gymnasium broadcast booth/press booth

- (10) The Team room will require trash removal each workday and will require vacuuming immediately after each use.
- (11) Clean all stainless-steel water fountains with a stainless-steel cleaner
- (12) Wet mop or machine scrub all the concrete surface areas of the Field House Gym, with liquid detergent and water, rinse floors with clean water, then mop (or vacuum dry). A floor scrubber machine is acceptable so long as it picks up all the water used in the process of cleaning. All floors will be dry by 7 AM the day following this cleaning.

(C) MONTHLY:

- (1) Clean exterior windows at ground level, signs, doors and knobs, painted surfaces, and handrails by washing with appropriate cleaners. Windows to be streak free and rails and knobs to be disinfected.
- (2) Deep clean the appliances, counter tops, and sink in the Teachers' Workroom and Teachers' Lounge.

(D) PRIOR TO THE ARRIVAL OF TEACHERS AT THE START OF THE SCHOOL YEAR:

- (1) Building 291 / Dining Hall - Strip and wax all vinyl floors in Dining Hall area including cafeteria, kitchen, hallways, and restroom floors with high solids wax as approved by the project director
- (2) Building 295 / Heritage Hall – Strip and wax the Heritage Hall Culture Room and Student Union with high solids wax as approved by project director
- (3) Building 299 / Kuspuk – Strip and wax all vinyl floors with high solids wax as approved by the project director
- (4) Building 1330 / All Rooms in all areas – Strip and wax all vinyl floors with high solids wax as approved by the project director
- (5) Building 1331 / Field House / Gymnasium – Strip and wax the upstairs, gymnasium classroom hallway with high solids wax as approved by the project director
- (6) Shampoo all carpeted surfaces in all buildings, ensuring that all shampooed carpets are completely dry prior to 7 AM on the day of the arrival of teachers.
- (7) Clean and disinfect all lockers
- (8) All assignments listed under #3 / Monthly

(E) DURING THE SCHOOL'S WINTER BREAK:

- (1) Building 291 / Dining Hall - Strip and wax all vinyl floors in Dining Hall area including cafeteria, kitchen, hallways, and restroom floors. with high solids wax as approved by the project director
- (2) Building 295 / Heritage Hall – Strip and wax the Heritage Hall Computer Lab and Student Union with high solids wax as approved by project director

- (3) Building 299 / Kuspuk – Strip and wax all vinyl floors with high solids wax as approved by the project director
- (4) Building 1330 / All Rooms in All Areas – Strip and wax all vinyl floors with high solids wax as approved by the project director
- (5) Building 1331 / Field House / Gymnasium – Strip and wax the upstairs, gymnasium classroom hallway with high solids wax as approved by the project director
- (6) Shampoo all carpeted surfaces in all buildings, ensuring that all shampooed carpets are completely dry prior to 7 AM on the day of the arrival of teachers.

(F) DURING SUMMER AND WINTER

**BREAKS BUILDING 1330A,
ADMINISTRATIVE OFFICES:**

Weekly (includes time not included in those dates specified for daily, weekly, and monthly services as indicated under “Contract Period”):

- (1) Empty and disinfect all trash receptacles
- (2) Vacuum all carpeted surfaces
- (3) Clean and disinfect restroom sinks, toilets, and fixtures
- (4) Clean sink area from copy room
- (5) Mop all smooth-finished floors, with liquid detergent and water, rinse floors with clean water, then mop dry
- (6) Fill all paper hand towel, toilet paper, liquid soap, sanitary napkin disposal bag
- (7) Maintain all paper, soap, and other dispensers in a clean and usable condition
- (8) Maintain all entry mats in a clean, dirt-free, and functional condition
- (9) Pick up trash around the exterior of buildings 1330 and 1331 (50’ proximity)
- (10) Inspect and clean all interior walls.
- (11) Clean spills throughout the buildings
- (12) Maintain assigned janitor’s closets and storage areas in a clean and odor-free condition

3.03.2. BUILDINGS AND AREAS TO BE CLEANED

Building 1330: Main administration/classrooms/library/science buildings/Activity Center (Auditorium). Also includes the entire exterior cement courtyard in the center of the complex, all covered and uncovered walkways, and planter areas to within 50 feet from the buildings. This includes the following more specific areas:

(A) BUILDING 1330A: ADMINISTRATIVE OFFICES

- (1) All Hallways and Common Areas
- (2) Room/Area 100: Entrance and Reception Area, both visitor and staff areas
- (3) Room 101: Academic Principal Office
- (4) Room 102: Admissions and Enrollment Office

- (5) Room 103: Superintendent Office
- (6) Room 105: Accounting Offices
- (7) Rear Entryway and Hall
- (8) Migrant Education Office
- (9) Administrative Officer Office
- (10) Room 108: Copier, Mail, Kitchen
- (11) Room 108A: Counselor #2 Office
- (12) Counselor #1: Office
- (13) 2 Restrooms
- (14) Room 110A: Janitor Closet (Exterior Entrance in Courtyard)

(B) BUILDING 1330A: CLASSROOMS

- (1) Room #111: Entrance and Hallway
- (2) Room #112: Classroom
- (3) Room #113: Classroom
- (4) Room #114: Classroom
- (5) Room #115: Classroom
- (6) Room #116: Office
- (7) Room #118: Entrance and Hallway
- (8) Room #119: Classroom / Computer Lab
- (9) Room #120: Classroom / Computer Lab
- (10) Room #121: Library
- (11) Room #123: Library Work Room and Kitchen
- (12) Room #124A: Entrance and Hallway
- (13) Room #124: Classroom
- (14) Room #125: Classroom
- (15) Room #126: Classroom
- (16) Room #126A: Teacher Offices
- (17) Room #127: Classroom

(C) Building 1330B: Activity Center

- (1) Room #137A: Entrance and Hallway
- (2) Room #138: Men's Large Restroom
- (3) Room #139: Women's Large Restroom
- (4) Room #140: Auditorium
- (5) Room #140B: Janitor Closet

(D) BUILDING 1330C: CLASSROOMS / SCIENCE WING

- (1) Entrance and Hallway
- (2) Room #141: Science Room, including 7 sinks
- (3) Room #142: Science Room, including 7 sinks
- (4) Room #143: Science Room, including 7 sinks
- (5) Restroom
- (6) Room 145: Office, not to include sink

- (7) Room 146: Computer Room
- (8) Room 147: Classroom

(E) Building 1331: Gymnasium/Field House/Classroom Building (GYM) - including classrooms, offices, teacher's lounge, bathrooms, locker rooms, bleachers, painted and unpainted concreted surfaces, weight room, sports area, and hardwood court floors.

(F) Building 1331, GYM Ground Floor: Teacher's Lounge (Room/Area 100: Teacher's Lounge with Kitchen)

(G) BUILDING 1331, GYM - GROUND FLOOR: GYM AND ENTRANCE AREAS

- (1) Both Entrances and Stairwells
- (2) Fenced Weightlifting Area
- (3) Entire Concrete Floor, painted and unpainted, surrounding finished basketball courts
- (4) Collapsible Bleachers (both on the bleachers and under bleachers)
- (5) Permanent Bleachers (Seats, floor, steps)
- (6) Media Box Area
- (7) Breezeway under permanent bleachers (concrete floor)
- (8) 1 cage room to be assigned to Janitor for MEHS issued Supply Storage

(H) BUILDING 1331, GYM - GROUND FLOOR: RESTROOMS, LOCKER ROOMS AND OFFICES

- (1) Both Men's and Women's Restrooms at South end
- (2) Janitor Closet
- (3) Girls' Locker Room, Bathrooms, and Showers
- (4) Hallway between Girls' Locker Room and Team Rooms
- (5) Girls' Team Room, Bathrooms, and Showers
- (6) Room #113: Coach's Office
- (7) Boys' Team Room, Bathrooms, and Showers
- (8) Hallway between Boys' Team Room and Locker Rooms
- (9) Boys' Locker Room, Bathrooms, and Showers
- (10) Room #22: Coach's Office and restroom

(I) BUILDING 1331, GYM UPPER FLOOR CLASSROOMS AND RESTROOMS

- (1) Entire Length of Hallway, stairs, and landings
- (2) Room 201 – Classroom
- (3) Women's Restroom
- (4) Janitor Closet
- (5) Room 204: Classroom
- (6) Room 206: Classroom
- (7) Room 207/208: Classroom
- (8) Men's restroom with Janitor Closet

(J) Building 290 and 291: First and second floor classrooms, the Team Rooms and adjacent hallway. The dining hall/kitchen area and hallways only requires strip and waxing during the two school breaks. The Team Rooms will have trash removed and will be vacuumed after use by a visiting team. If the Team Room(s) is in use on a scheduled day for vacuuming, contractor will clean the room(s) the next appropriate day or shift after it is vacated.

(K) Building 290: Home Economics and Team Room Areas - Upstairs

- (1) Room 203: Home Economics Classroom
- (2) Team Rooms Entrance
- (3) Team Rooms and joining hallway
- (4) Room 205: Vestibule
- (5) Room 201A: Boys' Bathroom
- (6) Room 206A: Girls Bathroom
- (7) Janitor's Closet
- (8) Corridor and Stairs
- (9) Corridor 101
- (10) Entrance to ETT/Video Production Classroom
- (11) Classroom: Video Production with bathroom

(L) Building 291 –Dining Area - Downstairs

- (1) Entrance area to Corridor 101
- (2) Dining Hall and hallways (Twice a year stripping and waxing only)

(M) Building 295: Heritage Hall - Computer lab and Student Union, offices, and lounge area, specifically:

- (1) Classroom 169: Culture Room
- (2) Entire Student Union including:
- (3) 2 Restrooms and restroom hallway
- (4) Lounge area including all floors, carpeted and smooth, and including the area behind the counter, but not the kitchen
- (5) The Main entrance stairwell to the exterior entry doors
- (6) The Student Union Supervisor's Office
- (7) Both rear exit stairwells

(N) Building 299: Kuspuk - Art room, two classrooms, four bathrooms and hallway

- (1) Entrance, including exterior landing
- (2) All hallways
- (3) Janitor's closet
- (4) Classroom: Art Room
- (5) Office
- (6) Two bathrooms
- (7) Office and Art Supply Room

- (8) Cleaning Room with sink
- (9) Classroom: Computer Lab
- (10) Classroom: Spanish Language

3.03.3 EXCLUDED AREAS

The following areas are excluded from janitorial services under this contract except for those specifically included under "Frequency of Services, items #4 and #5."

(A) Bldg. 1330A: Rooms 117 and 122: Closets

(B) Bldg. 1330B: Rear chair and table storage room, stairwells, entire upper floor

(C) Bldg. 1330C: Room 144: Chemical Storage Room between classrooms

(D) Bldg. 1331: Room 100 Teacher's Lounge: Washroom and storage rooms only

(E) Bldg. 1331: Ground Floor / Gym Area:

- (1) Fenced storage cages
against west wall
- (2) Enclosed cages under the permanent bleachers (except for the one(s)
designated for Janitorial supply storage)
- (3) Mechanical electrical rooms
- (4) Locked concessions areas (two)
- (5) Court Floors

(F) Bldg. 1331: Upper Floor / Classrooms: Rooms 210, 211 and 212

(G) Bldg. 290: Upper Floor: Electrical room, Dark Room, storage closet, Video Production closet

(H) Bldg. 292: Boys' Dorm: All areas

(I) Bldg. 293: Main Girls' Dorm: All areas

(J) Bldg. 295: Mail room and locked concessions room

(K) Bldg. 297: Ivy Hall: All areas

(L) Bldg. 299: Kuspuk Upper floor: Storage (archive) room and Kiln Room

(M) Room 109, Administrative Officer office.

(N) Vault: between the Business Office and the Reception Area.

3.03.4 AFTER HOURS

If janitorial services are required outside of normal hours the response time shall be no more than four hours for routine needs and no more than two hours for emergencies.

3.03.5 SPECIAL SERVICES

Building 1331 / Gymnasium to include broadcast booth, bathrooms, locker rooms, bleachers, weightroom, sports area and hardwood court floors on weekends following sports events.

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 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. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Education 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. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2023.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December 2022); and each (January through June OR July through December six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is:

Mount Edgcumbe High School
1330 Seward Ave
Sitka, AK 99835

The state will provide limited workspace for the contractor as specified in the solicitation.

Travel will not be required.

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. 3.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

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 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 Education and Early Development 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 always maintain in force 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. 3.19 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 the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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. 4.02 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	8
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Cost Proposal	1

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. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

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

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

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on 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 work on the contract along with their titles and location(s) where work will be performed.

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Offerors should demonstrate their understanding of the deliverables, identify any potential problems related to the project, along with proposed solutions. Offeror should demonstrate their understanding of the equipment needed to complete the project. SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. Offeror should describe a comprehensive methodology and how it depicts a logical approach to fulfilling the requirements of the RFP.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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. Offerors must describe how the management plan supports the project requirements. Offerors should clearly illustrate the lines of authority and communication within the organization.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form.

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) 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 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 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. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	10
Understanding of the Project	(Submittal Form C)	10
Methodology Used for the Project	(Submittal Form D)	10
Management Plan for the Project	(Submittal Form E)	10
Total		40

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	50
Total		50

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	10
Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 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
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	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:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

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 experience of the personnel designated to work on the project?

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in completing similar projects?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the contractor provided references from previous clients? Were the references favorable?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

- 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? Did they offer potential solutions to the issues?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Does the offeror demonstrate an understanding of the required equipment needed to fulfill the project?
- 5) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

- 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. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

- 1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
- 2) Is the organization of the project team clear?
- 3) How well does the management plan illustrate the lines of authority and communication?
- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, 50% of the total evaluation points will be assigned to cost. 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 = 50):

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 50 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.

$$\$40,000 \text{ lowest cost} \times 50 \text{ maximum points for cost} = 2,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 46.78$$

Offeror #3 receives 33.68 points.

$$\$40,000 \text{ lowest cost} \times 50 \text{ maximum points for cost} = 2,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 42.10$$

SEC. 5.09 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. 5.10 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. 5.11 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

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. 5.12 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:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 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)
Offeror #3	90 points (80 points + 10 points)

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

SEC. 5.13 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 selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 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. 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** 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review only. 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. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.11 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. 6.12 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. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 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 virtually or in Sitka, Alaska.

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

SEC. 6.20 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. 6.21 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. 6.22 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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

1. SUBMITTAL FORM A -- OFFEROR INFORMATION AND CERTIFICATIONS
SUBMITTAL FORM B – EXPERIENCE AND QUALIFICATIONS
SUBMITTAL FORM C – UNDERSTANDING OF THE PROJECT
SUBMITTAL FORM D – METHODOLOGY USED FOR THE PROJECT
SUBMITTAL FORM E – MANAGEMENT PLAN FOR THE PROJECT
2. SUBMITTAL FORM F -- COST PROPOSAL
3. SAMPLE OF A STANDARD CONTRACT FORM FOR GOODS AND NON-PROFESSIONAL SERVICES