

# STATE OF ALASKA REQUEST FOR PROPOSALS



## SOCIAL STUDIES STANDARDS UPDATE

RFP 2023-0500-0127

ISSUED JANUARY 19, 2023

The Department of Education and Early Development is seeking a vendor to coordinate and facilitate the revision and update of the Alaska state Social Studies Standards.

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ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY  
DEVELOPMENT  
DIVISION OF INNOVATION AND EDUCATION  
EXCELLENCE

PRIMARY CONTACT:

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

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

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Education and Early Development (DEED), Division of Innovation and Education Excellence (IEE), is soliciting proposals for a vendor to coordinate and facilitate the revision and update of the Alaska state Social Studies Standards. The selected vendor will coordinate the process, facilitate appropriate stakeholder groups, develop drafts of standards, and provide professional development on the finalized standards to DEED staff and appropriate educator groups. The existing standards will be updated to address current best practice, civics, Alaska history, and Tribal Government.

## SEC. 1.02 BUDGET

Department of Education and Early Development, Division of Innovation and Education Excellence, estimates a budget of between \$200,000 and \$250,000 dollars for completion of this project. Proposals priced at more than \$250,000 will be considered non-responsive.

Proposed bid should be inclusive of:

- Administrative costs
- Travel
- Any proposed stipends for participants

Payment for the contract is subject to funds already appropriated and identified.

## SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

**Proposals must be received no later than 3:00pm prevailing Alaska Time on February 9, 2023.** Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.04 PRIOR EXPERIENCE

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

- **5 years' experience facilitating statewide standards update processes**
- **Assigned staff have at least 3 years' experience facilitating statewide standards update processes**
- **Assigned staff have at least 3 years' experience supporting social studies standards, through work in either direct teaching experience, technical assistance/support, or standards update processes**

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. Deadline for questions is February 2, 2023, at 3:00pm.

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 via email communication. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **KATHY BLOMQUIST** – EMAIL: [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) - PHONE **907-465-8654** - TDD **1-800-770-8973**

## SEC. 1.07 RETURN INSTRUCTIONS

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [eed.procurement@alaska.gov](mailto:eed.procurement@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. Although uncommon, 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, and the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the procurement officer 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 listed are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	3:00pm	1/19/2023
Deadline for Questions	3:00pm	2/2/2023
Deadline for Receipt of Proposals / Proposal Due Date	3:00pm	2/9/2023
Proposal Evaluations Complete	3:00pm	2/10/2023
Notice of Intent to Award	3:00pm	2/10/2023
Contract Issued	3:00pm	2/21/2023

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 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

The Department of Education and Early Development (DEED) has committed to updating the Alaska Social Studies Standards, as they have not been reviewed since 1998. DEED recognizes that the development of statewide standards requires a coordinated approach with a variety of opportunities for stakeholder input, engagement of tribal partners, and sensitivity to differing community perspectives. DEED is interested in facilitating thoughtful, collegial discourse that leads to effective statewide standards for all Alaska students.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

Per “The State of State Standards for Civics and U.S. History in 2021” report, compiled by the Thomas B. Fordham Institute, exemplary civics and U.S. History standards must:

1. Effectively articulate what every American should know about this country’s democratic institutions, traditions, and history.
2. Emphasize skills that are essential to informed citizenship such as critical thinking, problem analysis, and evaluating, interpreting, and arguing from evidence.
3. Champion essential civic dispositions such as respect for other persons and opinions, an inclination to serve, and a commitment to American institutions and ideals.
4. Make effective use of elementary and middle school and require at least one year of U.S. History and one semester of Civics in high school.
5. Develop user friendly standards documents that are well organized and clearly written.

DEED is seeking a vendor to coordinate and facilitate the revision and update of the Alaska state Social Studies Standards. The selected vendor will coordinate the process, facilitate appropriate stakeholder groups, develop drafts of standards, and provide professional development on the finalized standards to DEED staff and appropriate educator groups. The existing standards will be updated to address current best practice, civics, Alaska history, and Tribal Government.

Upon selection, the vendor will finalize a work plan based on the draft timeline: (see included table on page 9). The outcome goal is to have an updated, culturally responsive Alaska Social Studies Standards submitted to the Alaska State Board of Education by March 2024 with initial professional development completed by September 2024.



# Social Studies Work Plan

**2021-2023**

The Department of Education and Early Development (DEED) has committed to updating the Alaska Social Studies Standards, as they have not been reviewed since 1998. DEED recognizes that the development of statewide standards requires a coordinated approach with a variety of opportunities for stakeholder input.

Per “The State of State Standards for Civics and U.S. History in 2021” report, compiled by the Thomas B. Fordham Institute, exemplary civics and U.S. History standards must:

1. Effectively articulate what every American should know about this country’s democratic institutions, traditions, and history.
2. Emphasize skills that are essential to informed citizenship such as critical thinking, problem analysis, and evaluating, interpreting, and arguing from evidence.
3. Champion essential civic dispositions such as respect for other persons and opinions, an inclination to serve, and a commitment to American institutions and ideals.
4. Make effective use of elementary and middle school and require at least one year of U.S. History and one semester of Civics in high school.
5. Develop user friendly standards documents that are well organized and clearly written.

The process detailed below is a work plan that will take the range of Alaska stakeholder voices into account, organize, and focus the project through the support of a facilitator experienced with bringing together a broad-based stakeholder group, and ensure each step of the process can be completed plan fully and with enough time for discourse.

The outcome goal is to have updated, culturally responsive Alaska Social Studies Standards by September 2024.

Process Item	Responsible DEED Staff	Begin Date	End Date	Notes
Finalize the workplan, online platform for coordination, timeline, and communication requirements.	Selected Vendor, DEED Staff	February 2023	March 2023	The workplan will detail the process, facilitation strategies, and agreed upon communication plans for the project.
Stakeholder Recruitment	Selected Vendor, with oversight from DEED team	March 2023	March 2023	DEED will identify the appropriate stakeholder groups, the vendor will conduct all outreach and communication to coordinate the process.
Convene Alaska History Workgroup	Selected Vendor, with oversight from DEED team	April 2023	June 2023	Initial meeting will be virtual.
Convene Guiding Principles Work Group: Develop guidelines to drive the Standards Development process	Selected Vendor, with oversight from DEED team	April 2023	June 2023	Group will develop guiding principles that will guide the standards review and development process. The initial meeting may be virtual.
Convene Educator Workgroup	Selected Vendor, with oversight from DEED team	April 2023	June 2023	Initial meeting will be virtual and will introduce the project plan to the educators that will be revising and writing the standards.
Schedule Work Sessions for Committee work	Selected Vendor, with oversight from DEED team	April 2023	October 2023	The contractor will propose a timeline in their proposal, coordinate with committee members and DEED to schedule and conduct meetings and will facilitate the meetings throughout the writing and review process.

Conduct Facilitated Work Sessions	Selected Vendor, with oversight from DEED team	April 2023	October 2023	Work Sessions may be held in-person or virtual (proposed budget should cover 1-2 in-person convenings). The facilitation method must ensure that stakeholders are engaged and able to provide equitable input on the standards. Stakeholders may be asked to conduct development work in small groups and outside of the facilitated work sessions, as proposed by the vendor and approved by DEED.
Convene Guiding Principles Workgroup to review draft standards	Selected Vendor, with oversight from DEED team	October 2023	October, 2023	Guiding Principles Workgroup to review draft standards to ensure the guiding principles, as defined by committee process, are reflected in the standards
Facilitate Broader Stakeholder Input at Community Gatherings/Conferences/Meetings	Selected Vendor, DEED	October 2023	January 2024	As proposed by DEED, Vendor will facilitate review of standards with appropriate stakeholder groups. Ex. Present proposed, draft standards to a small group in before or after the Alaska Federation of Natives meeting in Anchorage, October 2024.
Convene Final Review Meeting:	Selected Vendor, with oversight from DEED team	October 2023	December 2023	Vendor will facilitate an in-person, final review of the proposed standards meeting. Plan and schedule in October 2023, hold meeting in Fall 2023
Move final standards through State Approvals Process (Firm Deadlines)	Selected Vendor, with oversight from DEED team	January 2024	June 2024	Submit to DEED Leadership for Review January 2024; Prepare for State Board of Education review in February 2024; Present at March 2024 Board Meeting; DEED post for public comment March 2024; Finalize and approve at June Board Meeting

Professional Development	Selected Vendor, with oversight from DEED team	June 2024	September 2024	Develop training materials, train key DEED staff, present at 1-3 webinars for appropriate district representatives.
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Anticipated Timeline:

Award Contract no later than February 21, 2023

Finalize Project Timeline with DEED February-March 2023

Solicit Participants March 2023

Kick-Off Workgroups April-May 2023

Facilitation Standards Updates and Revisions March 2023 – January 2024

Submit Final Standards to DEED Leadership for Review and Approval January 2024

Submit Final Standards to State Board of Education February 2024 (Firm Deadline)

Present Standards and Process to the State Board of Education March 2024 (Firm Deadline)

Standards Posted for Public Comment March-April 2024

Standards Approved (Pending Public Comment) June 2024

Professional Development on the New Standards July – September 2024

Contract End Date September 30<sup>th</sup>, 2024

Note: Due to the funding source for this contract, the project must be completed, and all services billed by September 30<sup>th</sup>, 2024.

Facilitation:

The selected vendor will facilitate three stakeholder workgroups, members of which will be determined by the department.

Alaska History Stakeholder Group: Alaska does not currently include Alaska History standards in the statewide social studies standards. To facilitate the development of standards, this group will develop a list or other document detailing what content needs to be covered in the Alaska History standards. The list will be provided to the Educator Stakeholder group to develop standards, and the Alaska History Stakeholder group will have an opportunity to respond to the standards in an iterative process. The Alaska History Stakeholder group will meet virtually and must include educators, education leaders, and Alaska tribes representative of the different regions and language groups of Alaska.

Educator Stakeholder Group: The Educator Stakeholder Group will work with an identified framework, populated with existing Alaska Social Studies Standards, to revise, refine, and develop appropriate standards to meet Alaska's current needs that align to current national standards and reflect the cultural perspectives of Alaska. The Educator Stakeholder Group will include up to ten educators for each grade band: K-5, 6-8, and 9-12 and will meet both in-person and virtually as required to meet the project needs. Vendor will propose a schedule that includes at least 2 in-person convenings.

Guiding Principles Group: The Guiding Principles Group will develop a series of guiding principles to guide the priorities of the standards review and development process and will provide feedback on the standards through

an iterative process designed to refine the standards to an agreed final product. The Guiding Principles Group will include appropriate stakeholders as identified by DEED, to include tribal agencies, university representatives, local elected officials, relevant business leaders, and other similar interested parties. The Guiding Principles Group will meet virtually.

The vendor will work with DEED to finalize the process upon award to ensure appropriate timelines for convening each of the work groups to meet the overall goals of the project and ensure an iterative process where the feedback can be incorporated into the standards appropriately and according to predetermined consensus guidelines.

The vendor will coordinate and pay for travel, hotel, per diem for all workgroup travel. As agreed upon with DEED, the vendor will also pay appropriate stipends to workgroup members. Stipends may vary for different workgroups if the scope of responsibilities vary.

The vendor will coordinate all meetings, including meeting space (virtual or physical meeting spaces as required for the activities), agendas, materials/handouts, resources, invites, reminders, and meeting facilitation activities. All agendas will be approved by DEED prior to the meeting and meeting activities will be planned in partnership with DEED. For sensitive, politically polarizing, and potentially challenging discussions, the vendor will propose a facilitation method that will engage discussion but mitigate anger or argument from participants. The vendor will ensure that all invited stakeholders have an opportunity to engage in the process in an equitable and collegial manner. The vendor will propose a process for facilitating stakeholder workgroups that ensures each group can provide appropriate input into the process.

The vendor will utilize a digital platform to create an online, collaborative working space to post materials and for participants to share input through. The platform will be password protected and only accessible by invited stakeholders. The vendor will create all materials for the project, including the final standards document (in digital form) for DEED to disseminate. The vendor will create a document for identifying curriculum components that should not be included in standards, but that might inform curriculum development and selection. A companion document will be created at the end of the process that provides guidance to districts on curriculum and instruction suggestions, resources, and other pertinent suggestions. The vendor will create reports following the stakeholder meetings to highlight key considerations, concerns, and topics for further analysis.

Upon completion of the standards, the vendor will co-present with DEED the finalized standards to the State Board of Education. The presentation will cover the process, considerations addressed during the process, and the justification for the final recommended standards. The presentation will be provided on standard DEED PowerPoint slides and the final presentation will be provided to DEED for review and approval prior to the presentation.

Upon approval of the new standards, the vendor will conduct initial professional development to DEED staff and key stakeholders. The professional development materials will be developed by the vendor for use in both in-person and virtual trainings, and the final product will be the property of DEED. The professional development will highlight for educators key points of knowledge that will be required to integrate the standards into instructional practice, including but not limited to: a review of the new framework and how to utilize it for development of curriculum and instruction; a review of the process that was used to develop the new standards; key content changes that differ from previous standards; a review newly developed standards that hadn't previously been included in the framework (Alaska History and Civics).

## SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

Anticipated Timeline: Final Standards will need to be submitted to the State Board by February of 2024, prior dates are flexible, and DEED is open to proposed schedules.

Award Contract February 21, 2023

Finalize Project Timeline with DEED February – March 2023

Solicit Participants March 2023

Kick-Off Workgroups April-May 2023

Facilitation Standards Updates and Revisions March 2023 – January 2024

Submit Final Standards to DEED Leadership for Review and Approval January 2024

Submit Final Standards to State Board of Education February 2024 (Firm Deadline)

Present Standards and Process to the State Board of Education March 2024 (Firm Deadline)

Standards Posted for Public Comment March-April 2024

Standards Approved (Pending Public Comment) June 2024

Professional Development on the New Standards July – September 2024

Contract End Date September 30<sup>th</sup>, 2024

\*Note: Due to the funding source for this contract, the project must be completed, and all services billed by September 30<sup>th</sup>, 2024.

## SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- 1) Detailed Work Plan – to be approved by DEED within 30 days of contract execution
- 2) Work Group Meeting Plan and Schedule – to be approved by DEED within 30 days of contract execution
- 3) Work Group solicitation materials
- 4) Coordination and Facilitation of all Work Group meetings, with prior approval from DEED.
- 5) Development of all draft documents throughout the development process. Printing of hard copies for any in person meetings.
- 6) Development of collegial discussion guidelines to be provided to and reviewed with Work Groups prior at first convening.
- 7) Remote platform for organization of standards documents during the development process
- 8) Travel, accommodations, meeting space, and stipends for all participants, as agreed upon by DEED.
- 9) Updated standards provided in multiple formats: print and web ready

- 10) Companion document that provides guidance to districts on curriculum and instruction suggestions, resources, and other pertinent suggestions that arose during the course of standards development. Provided in a digital form.
- 11) Final Report
- 12) Presentation to State Board of Education of final standards for review.
- 13) Initial professional development to DEED staff and key stakeholders
- 14) Professional development materials to be used by DEED in rolling out the new standards

#### **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 and Early Development or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

#### **SEC. 3.07 MANDATORY REPORTING**

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<b><u>Reporting Period</u></b>	<b><u>Due Date</u></b>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.



### **SEC. 3.08 LOCATION OF WORK**

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

Travel is required according to the approved schedule. The contractor will be responsible for coordinating and paying for at least two in-person convenings of the Educator Stakeholder Workgroup. The vendor will coordinate and pay for travel, hotel, meeting space, and per diem for all proposed workgroup travel. Meetings should be held in Anchorage, AK.

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 are not allowed under this contract.

### **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 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 manager. Any proposed staff changes must meet the minimum requirements laid out in the RFP. Changes that are not approved by the state may be grounds for the state to terminate the contract.

### **SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

## SEC. 3.14 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. 3.15 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. 3.16 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.

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of Professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

## SEC. 3.17 TERMINATION FOR DEFAULT

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

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms A-G, 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.

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

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	No	n/a
Submittal Form B – Experience and Qualifications	No	5
Submittal Form C – Understanding of the Project	No	5
Submittal Form D – Methodology Used for the Project	No	5
Submittal Form E – Management Plan for the Project	No	5
Submittal Form F – Cost Proposal	No	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 a detailed explanation of how they meet the minimum prior experience requirements as described in Sec. 1.04.

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; and indicate how each assigned staff member meets the minimum requirements for the RFP.

Offerors must demonstrate their experience with similar projects, including completing projects on time and within budget. Offerors that demonstrate similar work with other state agencies is highly desired.

Offerors must also provide reference names and phone numbers for 2-3 similar projects the offeror's firm has completed. A detailed letter of reference is also acceptable.

**SPECIAL NOTE:** The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02).

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

Offerors must provide comprehensive narrative statements that illustrate their understanding of the scope of work, including narrative descriptions of the current best practice in Social Studies Standards development, potential pitfalls, and indications of how the vendor will address perceived challenges.

Offeror must demonstrate an understanding of the work schedule and a reasonable timeline for completing the scope of work. Proposed timeline adjustments that meet the overall goals and final deadlines will be acceptable and will be evaluated for reasonableness.

Offeror must demonstrate their understanding and commitment to the deliverables and time schedule.

If applicable, the offeror should identify any potential issues related to the project and provide possible solutions.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02).

#### **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 specifically how the methodology will serve to accomplish the objectives, and ability to meet the state's project schedule.

Offerors must include a proposed work plan as detailed in the scope of work.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02).

#### **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, including clearly defined accountability and project organization, as well as illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

Offerors should identify if they already possess the hardware, software, equipment and/or licenses necessary to perform the work set out in this project.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02).

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

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, travel, 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 (35%)	(Submittal Form B) 150
Understanding of the Project (25%)	(Submittal Form C) 125
Methodology Used for the Project (25%)	(Submittal Form D) 150
Management Plan for the Project (15%)	(Submittal Form E) 75
Total	500

Cost Criteria	Weight
Cost Proposal (40%)	(Submittal Form F) 400
Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

#### TOTAL EVALUATION POINTS AVAILABLE: 1000

### SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 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
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

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

**Offeror 2** was awarded 50 points:

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

**Offeror 3** was awarded 100 points:

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



## **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS**

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

- 1) Does the offeror demonstrate meeting the minimum prior experience required?
- 2) Do the individuals assigned to the project meet the minimum requirements and have experience on similar projects?
- 3) How well has the offeror demonstrated experience in completing similar projects on time and within budget?
- 4) Has the offeror provided references or letters of reference from previous clients?
- 5) Does the offeror demonstrate similar work with other state agencies or large entities?

## **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 demonstrated an understanding of the current environment for social studies standards updates nationally?
- 3) How well has the offeror identified pertinent issues and potential problems related to the project and did they provide possible solutions?
- 4) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 5) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

## **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?
- 4) How well does the offerors proposed work plan serve to accomplish the objectives of the project?

## **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 the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 7) To what degree is the proposal practical and feasible?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 40% 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 = 400):**

#### **Step 1**

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

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

#### **Step 2**

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

#### **Offeror #1 receives 400 points.**

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

#### **Offeror #2 receives 374.3 points.**

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

#### **Offeror #3 receives 336.8 points.**

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

## 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**

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 most of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by 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	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

#### Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

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

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

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

## **SEC. 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 influence 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.

## 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 contract 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 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

**Attachments:**

- 1) Submittal Forms A – E
- 2) Submittal Form F
- 3) Sample - Standard Agreement Form