

STATE OF ALASKA REQUEST FOR PROPOSALS



PROFESSIONAL DEVELOPMENT IN THE SCIENCE OF READING FOR ALASKA EDUCATORS

RFP 2023-0500-0096

ISSUED FEBRUARY 8, 2023

THE DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT (DEED), DIVISION OF INNOVATION AND EDUCATION EXCELLENCE (IEE), IS COMMITTED TO ENSURING THAT ALL ALASKA STUDENTS ARE READING AT GRADE LEVEL BY THIRD GRADE. IN AN EFFORT TO MEET THIS COMMITMENT, IEE IS SEEKING BETWEEN 1 AND 3 VENDORS FOR THREE SEPARATE PROJECTS TO PROVIDE PROFESSIONAL DEVELOPMENT TO ALASKA EDUCATORS ON THE SCIENCE OF READING.

ISSUED BY:

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Education and Early Development, Division of Innovation and Education Excellence, is soliciting proposals for professional development in the Science of Reading for Alaska educators.

DEED is committed to ensuring that all Alaska students are reading at grade level by third grade. To meet this commitment, IEE is seeking between 1 and 3 vendors for three separate projects to provide professional development to Alaska educators on the Science of Reading. The Science of Reading tells us that all students

learn to read in the same way and educators that have training, resources, and depth of understanding in the Science of Reading will be better equipped to ensure student success in reading at grade level by third grade.

SEC. 1.02 BUDGET

Department of Education and Early Development, Division of Innovation and Education Excellence, estimates a budget of between \$2,250,000 and \$2,500,000 dollars for completion of **Project #1**, between \$280,000 and \$350,000 for **Project #2** and between \$650,000 and \$750,000 for **Project #3**. Proposals priced at more than the max per project will be considered non-responsive and rejected.

Payment for the contract is subject to funds already appropriated and identified and will be divided out per the chart below for initial term and subsequent optional renewal terms assuming the maximum bid amounts. Actuals for each project will vary depending on the winning bids.

	FY23-24	FY25	FY26	FY27	FY28	Max per Project
Project #1	\$ 1,050,000	\$ 362,500	\$ 362,500	\$ 362,500	\$ 362,500	\$ 2,500,000
Project #2	\$ 150,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 350,000
Project #3	\$ 400,000	\$ 87,500	\$ 87,500	\$ 87,500	\$ 87,500	\$ 750,000

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00pm prevailing Alaska Time on March 1, 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 demonstrate how they meet these minimum prior experience requirements for each of the projects being bid on. Proposal must include resumes and a clearly indicating how identified staff meet minimum experience requirements.

Project #1:

- 5 years' experience providing Science of Reading professional development
- 3 years' experience providing training at the State level with successful outcomes
- 3 years' experience in virtual training with successful outcomes

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

Project #2:

- 5 years' experience providing intensive Science of Reading professional development equivalent to the course requirements outlined in this RFP

- 3 years' experience providing training at the State level with successful outcomes
- 3 years' experience in virtual training with successful outcomes

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

Project #3:

- 5 years' experience providing Science of Reading professional development
- 3 years' experience providing Science of Reading professional development for educational leaders
- 3 years' experience providing training at the State level with successful outcomes
- 3 years' experience in virtual training with successful outcomes

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 22, 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 - 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 as separate, clearly labeled attachments, that identify the vendor's name and the project you are submitting for, such as "**Vendor A – Technical Proposal.pdf**" and "**Vendor A – Cost Proposal.pdf**". If submitting for more than one project, please send separate emails for each project. The email must contain the RFP number and the Project # in the subject line, such as, Subject: "**RFP 2023-0500-0096 Project #2**". If submitting for more than one project, please send submissions individually.

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 because 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	3:00pm	2/8/2023
Deadline for Questions	3:00pm	2/22/2023
Deadline for Receipt of Proposals / Proposal Due Date	3:00pm	3/1/2023
Proposal Evaluations Complete	3:00pm	3/8/2023
Notice of Intent to Award	5:00pm	3/9/2023
Contract Issued	3:00pm	3/20/2023

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 per project 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

Reading is a core focus for many of the current initiatives being implemented by the Alaska Department of Education and Early Development. The State Board of Education named reading proficiency by 3rd grade as the number one priority in their strategic plan, The Alaska Education Challenge, and the Alaska Legislature passed the Alaska Reads Act in May 2022 to further emphasize reading achievement for Alaska youth. The department is focusing on promoting evidence-based reading instruction and interventions based on the Science of Reading (SOR). Numerous trainings have occurred across the state by many education partners using SOR as a foundation.

This proposal seeks to increase the number of Alaska educators with an understanding of what the Science of Reading is and how to implement the associated practices in their classrooms. Demonstrated proficiency in the Science of Reading by all K-3 teachers is a requirement of the Alaska Reads Act and it is the intent that educators completing the courses offered by the selected vendor(s) will meet the proficiency requirements of the Alaska Reads Act. Classroom Educators, Reading Teachers, and Educational Leaders will be the targeted audience of these courses. Additionally, DEED seeks to provide opportunities for collaboration between participating educators to ensure effective, evidence-based reading instruction aligned to the Science of Reading is provided in all Alaska schools.

To learn more about the Alaska Reads Act and the Department Reading Strategic Plan, please visit the Department website: <https://education.alaska.gov/akreads>

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Education and Early Development (DEED), Division of Innovation and Education Excellence (IEE), is soliciting proposals for virtual delivery, professional development services in the Science of Reading. In alignment with the Alaska Education Challenge priorities and the Alaska Reads Act, DEED is implementing training for all Alaska educators, but prioritized for K-3 teachers, in the Science of Reading. Alaska has a small population, but a large area with educators working in many rural, remote locations throughout the state. DEED is seeking to provide virtual delivery professional development that is accessible to educators, Reading Teachers, and educational leaders throughout the state. A key component of the professional development is to ensure that educators working with K-3 students have a deep understanding of the Science of Reading and the required level of training for their specific role in providing effective reading instruction to students in their schools. In addition, educational leaders must be provided with guidance and professional development on how to lead the work in their schools and districts, address pushback or challenges from educators and stakeholders that may have a background in other approaches to literacy, and ensure consistent, aligned instruction is occurring throughout their schools.

The selected vendor(s) will conduct a series of virtual courses for Alaska educators, principals, superintendents, and other appropriate education leaders in the Science of Reading. Courses must include the following:

- Introduction to the Science of Reading that addresses how to teach reading as articulated in the work of the National Reading Panel and subsequent, up-to-date, peer-reviewed, evidence-based research in reading instruction.
 - Must include:
 - The language foundations of reading
 - phonological awareness development and instruction
 - oral language systems and literacy
 - the reciprocal relationship among phonological processing, reading, spelling and vocabulary
 - understand and explain the known causal relationship among phonological skill, phonic decoding, spelling, accurate and automatic word recognition, text reading fluency, background knowledge, verbal reasoning skill, vocabulary, reading comprehension and writing
 - phonics for English learners
 - the components of fluency and its relationship to comprehension
 - understand the progression of skills needed for students to develop a rich vocabulary
 - understand the levels of comprehension, including the surface code, text base, and conceptual model
 - sentence structure and syntax
 - provide knowledge about the administration and interpretation of assessments for planning instruction, including understanding the differences among screening, diagnostic, outcome, and progress monitoring assessments
- Information on how the brain learns to read and the nature of reading difficulties (e.g., dyslexia, generalized language learning disorders, etc.) as well as special considerations for supporting culturally and linguistically diverse learners with learning to read.

- Curricular agnostic guidance on how to implement Science of Reading in schools and districts, regardless of curriculum
- Guidance on how to articulate the philosophy to stakeholders, educators, and families; including how to address resistance and barriers.
- Opportunities for participants to engage in guided peer discourse and discuss how this approach to reading might be successfully implemented in their schools and districts.
- Resources for participants: websites, articles, books, or other tools/resources that might be helpful in gaining a deeper understanding of the Science of Reading and/or guide leaders in how to implement in their schools and districts.

Other helpful informational material that can be provided to the consultant includes:

Alaska has 54 districts located throughout the state. Alaska is the largest state with districts located in remote, rural communities that are only accessible by boat or plane and many of these locations have limited or subpar internet bandwidth.

Alaska has 226 federally recognized tribes and 20 recognized native languages spoken throughout the state. Many students in remote, rural Alaska communities are second language English speakers with Alaska Native languages being the primary language spoken at home and in the community.

Alaska students consistently perform below proficiency on the National Assessment of Educational Progress (NAEP) assessment and on the Alaska System of Academic Progress (AK STAR) state summative assessment.

As with many other states, academic progress in reading has been significantly impacted by the disruptions to learning caused by the COVID-19 pandemic.

Alaska is committed to improving reading outcomes through systemic changes to reading instruction statewide. This contract will be one of many components in addressing reading achievement in the state. K-3 teachers in the state will be required to demonstrate competency in the Science of Reading by June 30th, 2024, to maintain certification, so DEED is dedicated to ensuring educators statewide have access to Science of Reading instruction. In addition, DEED will be implementing a statewide universal screener, providing guidance on effective, Alaska Standards aligned curriculum, and a number of other systemic supports to improve reading instruction and ensure academic success for Alaska students.

The scope of work will be divided into **three individual projects** and vendors are welcome to submit proposals for 1 or more projects as appropriate, with separate proposals for each project. Bidding on multiple projects does not influence the scoring or outcome of the awards. Each project will have its own requirements such as minimum qualifications, scope, deliverables, and timeframe for completion. There will be separate evaluation criteria to reflect each project. The three projects are:

- **Project #1: 3-credit course for educators on the science of reading**
- **Project #2: 15-credit, graduate-level, intensive course for reading teachers on the science of reading**
- **Project #3: 3-credit course for educational leadership on the science of reading**

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of each contract will be from the date of award, approximately April 2023, for approximately 15 months until completion, on June 30, 2024. There will be 4 optional renewals at the discretion of the State. The contract term and schedule for projects #1, #2 and #3 are the same.

The contractor will propose a timeline for completing the annual contract requirements. The proposed timeline must indicate a realistic plan for meeting all contract deliverables within each year of the contract. Upon award, the contractor will have 30 days to submit a final work plan with any updated timeline details for DEED approval.

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

SEC. 3.03 DELIVERABLES

Each contractor will be required to provide the following:

- 1) A Work Plan submitted to DEED within 30 days of the fully executed contract. The work plan must:
 - Include all the requirements for each project bid on by the contractor
 - Be comprehensive and include reasonable timelines
 - Include communication plans and accountability measures that will be used to track project completion during the contract
 - Be in a format that can be uploaded into a system such as SharePoint that DEED staff and contractor staff can access, view, and track task completion within
 - Identify any potential challenges and propose solutions for how the contractor can address these during the project
- 2) Annual Reporting. The contractor will submit annual reporting for each project of the contract awarded. The reports will be provided according to the timelines detailed for each tier and will be provided within 30 days of the close of the fiscal year.

For each project, the contractor will have to provide a course that meets the defined criteria. The work plan and reporting plan can be used for multiple projects, but the submittal forms are required for each project.

Project #1

The contractor will be required to provide the following deliverables for **Project #1**:

The contractor will provide a 3-credit course for teachers on the Science of Reading. Course will be provided virtually with a combination of synchronous, online, direct instruction and asynchronous, self-directed course

work completed independently. Course must include a formal pre- and post- assessment with a passing score and an option to receive course credit. Content must include the following:

- A minimum of 45 hours of content, to include evidence-based instructional suggestions for teaching foundational reading skills. Synchronous content must be provided evenings and/or weekends during times when teachers are out of the classroom.
- Background knowledge needed to teach all components of beginning instruction.
- Instructional practices suggested and/or needed to transfer content to classroom lessons quickly and that can be integrated with any reading curriculum or published reading program.
- Identification of the best practices and explicit methods to develop
 - phonemic awareness
 - phonics and irregular, and multisyllabic word knowledge
 - fluency
 - vocabulary
 - comprehension
 - literary and informational text knowledge
- The training should help teachers understand English language structure and identify techniques to support academic language development for English learners.
- Educators should conclude the training with an understanding of using informal diagnostic measures of phonological awareness, decoding, fluency, vocabulary, and comprehension as a basis for instructional decisions.
- Training content should also address the relationship between literacy screening and diagnostic measures as well as how to organize the instructional block to meet the needs of students.
- Option for a train-the-trainer component would be preferred.
- Pre-assessment and summative assessment at the end of the course.

Estimate of attendees: Ability to offer between 1400 - 1700 seats in term one with approximately 250 seats for each subsequent term of the contract.

Note: Many teachers will need to complete this course with assessment in term one to meet certification requirements, but after term one it will be offered to new/returning teachers for required credits/coursework.

For **Project #1**, the contractor must submit a work plan that details the following:

- i) Proposed training dates and times
- ii) Proposed trainer(s), including CV and training experience.
Must demonstrate that the proposed trainer meets the MQs as outlined in this RFP
- iii) Training content outline
Must include scope and sequence of training, any external reading/activities required of attendees, requirements for receiving credit for the course. Training content outline must clearly demonstrate alignment to the Science of Reading.
- iv) Promotional materials
Must include promotional materials for a range of outreach methods, to include tiles for websites, social media posts, email list serves, etc.
- v) Registration information and requirements

For **Project #1**, the contractor will submit annual reporting for each term of the contract that includes the following:

- Narrative summary of content provided, implementation approach, and description of challenges and successes of the content delivery. Must include an instructor summary detailing how participants engaged with the content and suggestions on how DEED might follow up on the training (ie. any additional resources, training, or support/technical assistance that might best ensure effective implementation following the training).
- Participant information including district, position, grade, and contact information.
- Perception survey from the participants on expanding knowledge of SOR and ability to implement in their classroom
- Evidence of participant understanding

Project #2

The contractor will be required to provide the following deliverables for **Project #2**:

The contractor will provide an intensive, 1–2-year program for staff seeking reading endorsement requirements to serve as the Reading Teacher of record and should include an option for a train-the-trainer model. This course will be more intensive than the 45-hour courses, providing in-depth instruction on the Science of Reading and best practice for implementing reading curriculum, reading assessment, and reading intervention. Options for model of delivery must be detailed in the proposal, but synchronous course content must be provided during evening and/or weekend hours when teachers are not in the classroom. The course must include the following:

- A multi-unit course providing 15 graduate credits, equivalent to 120 hours of study and evidence of study.
- All fundamental literacy content covered in the previously listed three-credit course, including:
 - Background knowledge needed to teach all components of beginning instruction.
 - Instructional practices suggested and/or needed to transfer content to classroom lessons quickly and that can be integrated with any reading curriculum or published reading program.
 - Identification of the best practices and explicit methods to develop
 - phonemic awareness
 - phonics and irregular, and multisyllabic word knowledge
 - fluency
 - vocabulary
 - comprehension
 - literary and informational text knowledge
 - The process of learning to read and write
 - The cognitive skills of different skill levels of readers
 - The subtypes of reading difficulty
 - The structure of the English language, including:
 - The speech sounds of English
 - Phonetics
 - Phonology
 - Phoneme awareness

- English orthography
- Building vocabulary and oral language
- Developing fluency
- The components of effective instruction
- Instructional practices best supported by research
- Assessment for prevention and intervention
- Teaching spelling and writing
- Syllabication and advanced decoding
- Writing to develop reading comprehension
- Using assessment to guide instruction
- The training should help teachers understand English language structure and identify techniques to support academic language development for English learners.

The course must include an end-of-course, summative assessment as well as a final, written case study. The case study must include:

- Assessment data
- Writing samples
- Sample lesson plans
- Examples of how participants synthesized their learning during the modules into practice.
- A reflection on how the course will inform or change their practice
- A plan to take this new knowledge to the next level (i.e., plan for future instructional practice, goals for additional professional development).

Proposal must include a train-the-trainer option.

Estimate of attendees: Ability to offer 80-100 seats in term one with approximately 40 seats per subsequent terms.

For **Project #2**, the contractor must submit a work plan that details the following:

- i) Proposed training dates and times
- ii) Proposed trainer(s), including CV and training experience.
Must demonstrate that the proposed trainer meets the MQs as outlined in this RFP
- iii) Training content outline
Must include scope and sequence of training, any external reading/activities required of attendees, requirements for receiving credit for the course. Training content outline must clearly demonstrate alignment to the Science of Reading.
- iv) Promotional materials
Must include promotional materials for a range of outreach methods, to include tiles for websites, social media posts, email list serves, etc.
- v) Registration information and requirements

For **Project #2**, the contractor will submit annual reporting for each term of the contract that includes the following:

- Narrative summary of content provided, implementation approach, and description of challenges and successes of the content delivery. Must include an instructor summary detailing how participants engaged with the content and suggestions on how DEED might follow up on the training (i.e., any additional resources, training, or support/technical assistance that might best ensure effective implementation following the training).
- Participant information including district, position, grade, and contact information.
- Perception survey from the participants on expanding knowledge of SOR and ability to implement in their classroom
- Evidence of participant understanding

Project #3

The contractor will be required to provide the following deliverables for **Project #3**:

The contractor will provide a 3-credit course on the Science of Reading for Educational Leadership. This course will introduce leaders to the concepts of the Science of Reading and the leadership practices required to implement Science of Reading into their school system. Content for these trainings must provide both content understanding as well as leadership and implementation guidance. Course must be provided with both synchronous and asynchronous instruction methods, allowing for instructor led presentation of content, discussion and processing by attendees, and individual assignments to be completed out of course time. The course must include the following:

- A minimum of 45 hours of content, to include evidence-based instructional suggestions for teaching foundational reading skills and best practice for leadership implementation
- Background knowledge needed to be aware of the foundational reading skills needed to support teachers in their work with an emphasis on how to support staff and instructional growth using evidence-based practices with an effective Response to Intervention (RTI)/Multi-tiered System of Support (MTSS) framework.
- Instructional practices suggested and/or needed to transfer content to classroom lessons quickly and that can be integrated with any reading curriculum or published reading program.
- Identification of the best practices and explicit methods to develop
 - phonemic awareness
 - phonics and irregular, and multisyllabic word knowledge
 - fluency
 - vocabulary
 - comprehension
 - literary and informational text knowledge
- The training should help educational leaders understand English language structure and identify techniques to support academic language development for English learners.
- Educators should conclude the training with an understanding of using informal diagnostic measures of phonological awareness, decoding, fluency, vocabulary, and comprehension as a basis for instructional decisions.
- Information on how to incorporate the Science of Reading into the classroom regardless of curriculum

- Information on how to lead the change in the school, including resources and materials on effective implementation and evidence of successful implementation in schools; coaching educators in successful implementation; and measuring outcomes.

Estimate of attendees: Ability to offer approximately 150 seats in term one and approximately 60 per term in subsequent terms.

For **Project #3**, the contractor must submit a work plan that details the following:

- i) Proposed training dates and times
- ii) Proposed trainer(s), including CV and training experience.
Must demonstrate that the proposed trainer meets the MQs as outlined in this RFP
- iii) Training content outline
Must include scope and sequence of training, any external reading/activities required of attendees, requirements for receiving credit for the course. Training content outline must clearly demonstrate alignment to the Science of Reading.
- iv) Promotional materials
Must include promotional materials for a range of outreach methods, to include tiles for websites, social media posts, email list serves, etc.
- v) Registration information and requirements

For **Project #3**, the contractor will submit annual reporting for each term of the contract that includes the following:

- Narrative summary of content provided, implementation approach, and description of challenges and successes of the content delivery. Must include an instructor summary detailing how participants engaged with the content and suggestions on how DEED might follow up on the training (i.e., any additional resources, training, or support/technical assistance that might best ensure effective implementation following the training).
- Participant information including district, position, grade, and contact information.
- Perception survey from the participants on expanding knowledge of SOR and ability to implement in their classroom
- Evidence of participant understanding

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.

<u>Reporting Period</u>	<u>Due Date</u>
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 WILL NOT be required. Work will be conducted virtually.

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 may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 of this RFP.

Subcontractors work must not be greater than 50% of the total project.

Identified trainer(s) must meet minimum requirements separately from the Offeror (refer to Section 1.04).

Subcontractor experience SHALL NOT be considered in determining whether the offeror meets the requirements set forth in Section 1.04 PRIOR EXPERIENCE.

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

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

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

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

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 director or procurement officer. Any proposed project team members must be accompanied by a resume and evidence of having worked on projects of similar size and scope and must demonstrate that they meet the minimum experience requirements of 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 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. 3.14 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 with minimum coverage limits of \$300,000 per claim /annual aggregate.

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 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 the RFP. Offeror must indicate which project they are bidding on at the top of each submittal form A-G. If submitting to multiple projects, offeror must send multiple proposals separately and label emails and attachments appropriately. (See Sec. 1.07 – Return Instructions for instructions on labeling attachments and required subject line of email(s).) 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	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	No	N/A
Submittal Form B – Experience and Qualifications	No	N/A
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
Submittal Form G – Subcontractors	No	N/A

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 explain how they meet or exceed the minimum prior experience requirements in Sec. 1.04. Offerors who cannot demonstrate these minimums have been met will be found non-responsive and excluded from consideration.

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 detail on completion of similar projects on time and within budget.

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. Resumes or CV's should be included for proposed trainers with applicable education and experience.

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. This Submittal Form cannot exceed the page limit, if applicable (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 requirements of the project and the project schedule.

Offeror must describe their understanding of the deliverables, time schedule and how they plan to meet those expectations.

Offeror should identify any potential problems or pertinent issues related to the project and provide possible solutions.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit, if applicable (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 how the methodology will serve to accomplish the scope of work and deliverables, meet the state's project schedule, and achieve the overall objectives set out in the RFP.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit, if applicable (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 and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

Offerors must provide clear project team organization, accountability and illustrate lines of authority.

Offerors must indicate whether they already possess the needed hardware, software, equipment, and licenses necessary to perform the contract.

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

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM G)

If using subcontractors, the offeror must complete and submit this Submittal Form. Refer to Sec. 3.09 for subcontractor requirements prior to completing the submittal form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form for the project being bid on. 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 are the total amount of costs to be paid by the state. No additional charges shall be allowed. Submittal Form F contains specific sections for each project. Offeror must fill out the appropriate section of Submittal Form F depending on the project being bid on. For example, Project #1 is highlighted in green, Project #2 is highlighted in yellow, and Project #3 is highlighted in blue. There is no required minimum bid on individual terms however total cost must fall between the minimum and maximum bid listed for the specific project. For evaluation purposes, the total cost will be used.

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)	175
Understanding of the Project	(Submittal Form C)	125
Methodology Used for the Project	(Submittal Form D)	125
Management Plan for the Project	(Submittal Form E)	75
Total		500

Cost Criteria		Weight
Cost Proposal	(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
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:

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

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) Has the minimum prior experience been met?
- 2) Do the individuals assigned to the project have experience on similar projects?
- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 4) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 5) How well has the offeror demonstrated experience in completing similar projects on time and within budget?
- 6) How successful is the general history of the offeror regarding timely and successful completion of projects?
- 7) Has the offeror provided letters of reference from previous clients?
- 8) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 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?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

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

SEC. 5.08 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.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.09 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

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

SEC. 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)
Offeror #3	900 points (800 points + 100 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 Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests

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

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

SEC. 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.

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 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

Attachments:

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