

# STATE OF ALASKA REQUEST FOR PROPOSALS



## Mount Edgecumbe High School Dormitory Management and Student Supervisory Services

RFP 2023-0500-0137

ISSUED MARCH 28, 2023

THE DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT, DIVISION OF FINANCE AND SUPPORT SERVICES  
ON BEHALF OF MOUNT EDGECUMBE HIGH SCHOOL, IS SOLICITING PROPOSALS FOR DORMITORY  
MANAGEMENT AND STUDENT SUPERVISORY SERVICES AT THE DORMITORIES LOCATED AT MT. EDGECUMBE  
HIGH SCHOOL IN SITKA, ALASKA

---

ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY  
DEVELOPMENT  
DIVISION OF FINANCE AND SUPPORT SERVICES

PRIMARY CONTACT:

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

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

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

# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>3</b>
SEC. 1.01 PURPOSE OF THE RFP .....	3
SEC. 1.02 BUDGET .....	3
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS .....	4
SEC. 1.04 PRIOR EXPERIENCE .....	4
SEC. 1.05 REQUIRED REVIEW .....	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY .....	5
SEC. 1.09 AMENDMENTS TO PROPOSALS .....	5
SEC. 1.10 AMENDMENTS TO THE RFP .....	5
SEC. 1.11 RFP SCHEDULE.....	5
SEC. 1.12 ALTERNATE PROPOSALS .....	6
SEC. 1.13 NEWS RELEASES.....	6
<b>SECTION 2. BACKGROUND INFORMATION .....</b>	<b>7</b>
SEC. 2.01 BACKGROUND INFORMATION .....	7
<b>SECTION 3. SCOPE OF WORK &amp; CONTRACT INFORMATION .....</b>	<b>9</b>
SEC. 3.01 SCOPE OF WORK AND DELIVERABLES .....	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE .....	19
SEC. 3.03 CONTRACT TYPE .....	19
SEC. 3.04 PROPOSED PAYMENT PROCEDURES .....	19
SEC. 3.05 CONTRACT PAYMENT.....	19
SEC. 3.06 CONTRACT PRICE ADJUSTMENTS .....	19
SEC. 3.07 MANDATORY REPORTING .....	20
SEC. 3.08 LOCATION OF WORK.....	20
SEC. 3.09 SUBCONTRACTORS.....	20
SEC. 3.10 JOINT VENTURES.....	21
SEC. 3.11 CONTRACT PERSONNEL .....	21
SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	21
SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	21
SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY .....	21
SEC. 3.15 INDEMNIFICATION .....	22
SEC. 3.16 INSURANCE REQUIREMENTS .....	22
SEC. 3.17 TERMINATION FOR DEFAULT .....	23
<b>SECTION 4. PROPOSAL FORMAT AND CONTENT .....</b>	<b>24</b>
SEC. 4.01 RFP SUBMITTAL FORMS.....	24
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS .....	24
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A) .....	24
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) .....	25
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) .....	25
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D) .....	26
SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E).....	26
SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F) .....	26
<b>SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>	<b>27</b>
SEC. 5.01 SUMMARY OF EVALUATION PROCESS.....	27
SEC. 5.02 EVALUATION CRITERIA .....	27
SEC. 5.03 SCORING METHOD AND CALCULATION .....	28

SEC. 5.04	EXPERIENCE AND QUALIFICATIONS .....	29
SEC. 5.05	UNDERSTANDING OF THE PROJECT .....	29
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT .....	29
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT.....	29
SEC. 5.08	CONTRACT COST (COST PROPOSAL) .....	29
SEC. 5.09	APPLICATION OF PREFERENCES .....	30
SEC. 5.10	ALASKA BIDDER PREFERENCE.....	31
SEC. 5.11	ALASKA VETERAN PREFERENCE .....	31
SEC. 5.12	ALASKA OFFEROR PREFERENCE .....	32
SEC. 5.13	OFFEROR NOTIFICATION OF SELECTION .....	32
<b>SECTION 6.</b>	<b>GENERAL PROCESS AND LEGAL INFORMATION.....</b>	<b>33</b>
SEC. 6.01	INFORMAL DEBRIEFING .....	33
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	33
SEC. 6.03	STANDARD CONTRACT PROVISIONS .....	33
SEC. 6.04	QUALIFIED OFFERORS .....	34
SEC. 6.05	PROPOSAL AS PART OF THE CONTRACT.....	34
SEC. 6.06	ADDITIONAL TERMS AND CONDITIONS .....	34
SEC. 6.07	HUMAN TRAFFICKING .....	34
SEC. 6.08	RIGHT OF REJECTION .....	34
SEC. 6.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	35
SEC. 6.10	DISCLOSURE OF PROPOSAL CONTENTS .....	35
SEC. 6.11	ASSIGNMENT .....	35
SEC. 6.12	DISPUTES .....	35
SEC. 6.13	SEVERABILITY .....	36
SEC. 6.14	SUPPLEMENTAL TERMS AND CONDITIONS.....	36
SEC. 6.15	SOLICITATION ADVERTISING .....	36
SEC. 6.16	SITE INSPECTION .....	36
SEC. 6.17	CLARIFICATION OF OFFERS .....	36
SEC. 6.18	DISCUSSIONS WITH OFFERORS.....	36
SEC. 6.19	CONTRACT NEGOTIATION .....	37
SEC. 6.20	FAILURE TO NEGOTIATE.....	37
SEC. 6.21	FEDERALLY IMPOSED TARIFFS .....	37
SEC. 6.22	PROTEST .....	38
<b>SECTION 7.</b>	<b>ATTACHMENTS.....</b>	<b>39</b>
SEC. 7.01	ATTACHMENTS .....	39

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Education and Early Development (DEED), on behalf of Mount Edgecumbe High School (MEHS), is soliciting proposals for Dormitory Management and Student Supervisory Services at the student dormitories located at Mt. Edgecumbe High School in Sitka, Alaska.

### SEC. 1.02 BUDGET

DEED estimates a budget of up to \$2,200,000.00 dollars annually for completion of this project. Proposals priced over \$2,200,000.00 will be considered non-responsive and rejected.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00 p.m. prevailing Alaska Time on **April 17, 2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

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

- Familiarity with the MEHS dormitories and campus by participating in a mandatory site visit and tour. A pre-proposal site visit and tour can be scheduled by contacting Andrew Friske at [andrewf@mehs.us](mailto:andrewf@mehs.us). Tour must be completed prior to submitting a proposal. Should the incumbent vendor choose to submit a proposal, the tour is not mandatory.
- Offeror is required to have 5 or more years' experience operating in a residential setting such as a long-term care facility or educational institution.
- The on-site supervisor is required to have three (3) successful years of residential boarding experience\*. Prior experience does not have to be supervisory in nature, although that is preferred. The evidence of success of this experience shall be in the form of a letter of reference (including contact name, phone number and e-mail and is not required at the time of proposal unless the supervisor is known.) Multiple letters may be presented if the three years of experience is cumulative with multiple employers.  
\* Similar, relevant experience may be substituted for the required residential boarding experience with prior approval of the Procurement Officer or MEHS Superintendent.

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

### SEC. 1.05 REQUIRED REVIEW

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

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

All questions must be in writing and directed to the procurement officer via email. Deadline for questions is April 13, 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. 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) - TDD 711 for Alaska Relay or 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. RFP 2023-0500-0137

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

Please note that email transmission is not instantaneous. When emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

The procurement officer will make every effort to confirm a proposal has been received via email but ultimately it is the offeror's responsibility to contact the procurement officer at 907-465-8654 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

## SEC. 1.09 AMENDMENTS TO PROPOSALS

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

## SEC. 1.10 AMENDMENTS TO THE RFP

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

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

## SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released	3:00pm	3/28/2023
Questions Due	3:00pm	4/13/2023
Deadline for Receipt of Proposals	3:00pm	4/17/2023

Proposal Evaluations Complete	3:00pm	4/18/2023
Notice of Intent to Award	5:00pm	4/18/2023
Contract Issued	3:00pm	5/1/2023

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

Mt. Edgecumbe High School ([MEHS.US](http://MEHS.US)) is a public boarding school operated by the Alaska Department of Education and Early Development (DEED). Initially established in 1947 by the Bureau of Indian Affairs, Mt. Edgecumbe provided Alaska Native students in grades 5-12 the opportunity to acquire a traditional education unavailable in rural Alaska. Serving more than 600 students at its largest, the school closed temporarily in 1983 as the Bureau of Indian Affairs reduced its role in Alaskan Education. Two years later, the school reopened under the governance of the Alaska Department of Education and Early Development. The central role of Mt. Edgecumbe High School in Alaskan education is to provide a broad range of academic and extra-curricular opportunities that are unavailable to students in isolated home schools and communities. Academic expectations are high and students who attend are expected to enroll in higher education. The official governing body charged with oversight is the Alaska State Board of Education.

Demographics: Currently, 425 students from about 109 communities throughout Alaska attend Mt. Edgecumbe. 59 percent of the student body is female, and 41 percent are male. Alaska Native students comprise 89 percent of the student population, 7 percent are Caucasian, and 4 percent are other or mixed ethnicity. 79 percent of students in attendance meet federal guidelines for free and reduced lunches. 54 percent of 2021 graduates were enrolled into a 2- or 4-year college or university. 46 percent were admitted to a technical training program, enlisted in the military, or entered the workforce.

MEHS has four dormitories in a physical setting like that of a college campus. Dorm rooms range from two to six occupants. Each student has a separate bed and closet or wardrobe. Each dorm has a central kitchen with refrigerators, freezer, and stove/ovens.

Many of the learning experiences that enable our students to become successful citizens occur outside of the traditional academic classroom (making healthy life choices, working collaboratively, and becoming a contributing member of a community) often takes place in the residential environment. Thus, the school's residential program is critical to the Mt. Edgecumbe High School's total program success.

The residential program at MEHS provides essentially the same services as those typically provided by the parents of the student. Please note, the term "parent" is being used universally to describe a role provided in the student's home which could be a parent, guardian, family member or other caregiver.

Even though not all of these "parenting" services will be provided by a residential services contractor, it is helpful to understand the complete residential program in a broad context before identifying specific contract services.

The project director for the services under this RFP is the MEHS Superintendent.

#### *Mt. Edgecumbe High School Residential Services:*

Because Mt. Edgecumbe High School educates the whole student, it serves a much broader function than that of an academic school. For almost nine months each year, MEHS staff mentor a group of approximately 400 teenagers, providing much of the support that is normally provided by parents or caregivers. MEHS staff help the students to be successful learners and responsible citizens and to ensure students live in a safe environment. Eight parent or caregiver services can be identified and are the same services ideally provided by parents to their children:

1. Parents provide food and shelter for their children. MEHS provides both.
2. Parents provide safety. They see that their children live in an environment that addresses health and safety needs. MEHS residential staff will: a) ensure students live in an environment that is clean, b) help students abide by health and safety rules, c) know the whereabouts of our students and the nature of their activities, and d) see that students stay away from unhealthy environments.
3. Parents provide for the health of their children. At MEHS this includes the provision of minor health services and screening when other health professionals may be needed.
4. Parents provide recreation for their children. They see their children are engaged in healthy family and peer activities outside of the school setting. This is a critical piece of the MEHS residential life program.
5. Parents support the education of their children. Parents monitor the successful delivery of schooling by facilitating tutorial sessions, seeing that homework is accomplished, and advocating for the student with school personnel. The MEHS residential contractor staff will be expected to fulfill this role in conjunction with other MEHS staff.
6. Parents help students learn appropriate values. At MEHS this means residential contract staff will help students learn values such as diligence, honesty, respect for people and property, the law, and the value of learning itself. Appropriate role modeling by the residential contractor employees is critical in this area. Guidance is also an important part of helping students develop appropriate values.
7. Parents who are truly fulfilling their role insist on their children's success with the health system, the school system, and with the child. They provide the necessary discipline and accountability to see successful results that the child obeys safety rules, eats properly, completes homework, applies for scholarships, and many other areas of accountability. MEHS holds the provider of residential contract services equally accountable.
8. Above all, parents ensure that children feel valued and have a sense of belonging in the family structure. The culture of MEHS is one of an extended family. It is essential that staff contribute to this culture and act in ways that communicate genuine care for children and build an environment of shared belonging and value.

Food, safety, health, education, values, and discipline/accountability are the responsibilities of parents in producing children who are responsible citizens capable of contributing to themselves, their families, and their communities. While the MEHS staff are not true parents, they are still called upon to act as mentors and provide, through caring relationships, this set of essential services and asset development, to the greatest practical extent possible, in coordination with the students' parents and guardians.

These parenting services that need to be provided by a residential contractor within the above context are further described and detailed in Section 3.01 "Scope of Work".

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

#### A. PROJECT REQUIREMENTS

1. PERFORMANCE PERIOD:

Contractor services begin in early August and end at the end of May which includes at least 14 days of “start-up” time prior to students arriving at school and at least 14 days of “close-down” time upon completion of school year. Dormitory Management Services will not be required for approx. 3 weeks over Christmas break. The total contract days are approximately 285 days. Initial and renewal contract dates are subject to approval of the school calendar and will be mutually agreed upon prior to the start of each year. An example of the 2023 school calendar can be found here:

[https://mehs.ss13.sharpschool.com/UserFiles/Servers/Server\\_250684/File/Calendar/2022-2023%20MEHS%20Calendar\\_1.25%20Update.pdf](https://mehs.ss13.sharpschool.com/UserFiles/Servers/Server_250684/File/Calendar/2022-2023%20MEHS%20Calendar_1.25%20Update.pdf)

2. SUPPLIES:

The contractor will furnish all supplies necessary for the performance of this contract except for janitorial supplies and the MEHS Student Handbook. The state will provide all necessary janitorial supplies and equipment, including hand soap, cleaning supplies and toilet paper. The contractor will monitor the use of supplies furnished by the state to ensure proper and cost-effective use. All bedding will be supplied by the contractor and shall be available for use during the academic year, as well as the winter and summer breaks.

3. EQUIPMENT:

The State will furnish the following for use by the contractor: office space, furniture, and other miscellaneous office equipment. The State will maintain and repair all equipment furnished by the State. Upon termination of this contract, the contractor will return all equipment furnished by the State in good condition allowing for wear and tear. Should any equipment furnished by the State be damaged or lost due to negligence on the part of the contractor, the contractor will replace the damaged equipment with an item of equal or greater value.

4. UTILITIES:

The State will provide all electricity, internet services, trash collection, heat, water, and local telephone service on the MEHS campus necessary for the performance of the contract.

5. HOURS OF OPERATION:

The contractor will provide services covered in this contract twenty-four hours a day and seven days a week, including holidays. During the initial contract year Dormitory Management services will not be required after students leave and before they return during the Winter Break. These dates will vary in the subsequent renewal periods, which is subject to the approval of the school calendar.

6. FORMATIVE EVALUATION:

The contractor will agree to meet monthly with MEHS Superintendent or the Superintendent’s designee, at a time established by the MEHS to review, at minimum, contract implementation and identify opportunities for continuous program improvement.

7. CONTRACT MONITORING:

- a. The state retains the right to perform periodic unannounced visits to the dormitories for the purpose of monitoring the contractor's compliance with the specifications of this contract.
- b. The contractor is expected to follow all laws, policies, guidelines, and rules. Failure to do so may result in the cancellation or non-renewal of the contract.
- c. Once per academic quarter the MEHS Superintendent or the Superintendent's designee may perform room inspections with the onsite supervisor.

8. PERSONNEL FILES:

Contractor will maintain personnel files documenting employee training and qualifications by maintaining daily logs of staff activity and other student records such as medication logs, room checks, check out logs etc.

9. SUPERVISOR WORK SCHEDULE:

The onsite supervisor will develop a schedule such that they will be present during all shifts each month. On average, 15% graveyard shift, 25% dayshift and 60% swing shift.

10. ASSISTANT SUPERVISOR WORK SCHEDULE:

Supervisor or Assistant Supervisor must be on the schedule for an 8-hour period during the swing shift on any given day.

11. MISCONDUCT REPORTING REQUIREMENTS:

The contractor will be required to immediately notify MEHS Superintendent or the Superintendent's designee of any misconduct or inappropriate action (e.g. sexual contact, physical abuse, verbal abuse, threatening behavior or inappropriate social contact) on the part of any contractor employee with MEHS students. The contractor will be required to remove the employee from the MEHS campus immediately. Failure of the contractor to report any such misconduct may result in the cancellation of this contract. Any costs incurred by the state because of termination of this contract will be the responsibility of the contractor.

12. PERSONNEL:

- a. Hiring of employees will be the responsibility of the contractor. Exceptional care should be taken to hire exemplary employees with experience in dealing with people of diverse cultures. Retention of RAs and RLPs should be the #1 priority for this RFP. Having consistent staffing for our students is essential to the success of this program. Compensation under this plan is dependent on being satisfactorily staffed. Details can be found under Compensation.
- b. Employees of contractor must submit to a background check as required in Alaska State Regulation:
  - i. Any contractor personnel (including ownership) that are present on campus at any time must obtain and pass a criminal background clearance through the process approved by the Department of Education and Early Development or be always under the direct observation of a member of MEHS staff while on campus.
  - ii. Background checks will include an initial background check followed by a more in-depth check requiring submitted fingerprints.

- iii. Initiation of the background check must be conducted through the MEHS administrative office and will include providing personal information on all employees that are attempting to obtain a background clearance.
- iv. Contractor employees will not be allowed to work on the MEHS campus until they have obtained and passed the necessary background clearance unless the MEHS administrative office has given the contractor provisional approvals to allow them to begin work on campus.
- v. If at any time, MEHS is notified that an employee is no longer cleared to work at the school, the contractor will, upon notification from MEHS, immediately relieve the employee from their duties and see that they leave and are barred from returning to the campus.
- vi. The contractor is responsible for paying all fees associated with these requirements.
- vii. There is a waiver process by which a person who fails the background check may be given permission to work on campus after careful consideration of the circumstances. This is a case-by-case situation only and would need approval by the Superintendent.
- c. MEHS requires that all contractor employees working in the dormitories must have a current Basic First Aid card and CPR training within 60 days. The contractor is responsible for any expenses related to these requirements and for maintaining these records.
- d. Contractor is required to put together an annual training plan for staff to ensure all staff are up to date on mandatory training and are well equipped to carry out the duties of their positions.
- e. A verifiable employee time system shall be established by the contractor for attendance and record-keeping purposes.
- f. The State reserves the right to require removal by the contractor of any contractor employee who, in the judgment of the State, behaves in an insubordinate or unsatisfactory manner toward the residents, visitors, guests, parents, teachers/staff or administration of the school.
- g. Each year prior to having an existing employee and any new employees start work, the contractor will provide photo and name identification to the MEHS Superintendent or the Superintendent's designee. This is non-returnable photo identification.

### 13. STAFFING REQUIREMENTS:

Offeror's are expected to propose a staffing plan that will enable them to deliver the services required in this contract in a quality manner. The following numbers of staff are considered to meet residential contract requirements. Contractor should present their staffing plan in the proposal with description of how the plan will meet the objectives and eight parent services that define the scope of work.

- a. One on site supervisor. The on-site supervisor shall be the primary contact for the MEHS Superintendent.
- b. One on site Assistant Supervisor.
- c. **Day Shift:** Six RAs scheduled on all days that school is in session to assist students in preparing for the school day. Three RAs on this shift shall be assigned as building security / student supervisors 8:00 AM – 4:00 PM during school days. These RAs will assist with mail, cleaning, and maintaining dorm facility security.

- d. **Swing Shift:** Eleven RAs working the swing shift, seven days a week. RAs must establish a supervisory presence in both the boys' and girls' dorms to ensure that they are addressing student needs.
- e. **Graveyard/Overnight Shift:** Six RAs scheduled for the graveyard shift seven nights a week.
- f. One person available to drive students to needed appointments during the day shift and swing shift, including weekends.
- g. Three residential life professionals (RLPs) scheduled during the swing shift for the maximum participation of activities by students.
- h. One night watchman between approx. 1:00 AM and 9:00 AM, seven nights a week, to ensure facility security and assist with medically necessary transportation of students.
- i. One office assistant during the day shift on school days and one office assistant located at the visitors center during the swing shift from 10:00am-11:30pm on weekends and non-school days.
- j. Sufficient personnel performing custodial duties to meet contractual requirements detailed in the "CLEANING" section. Many custodial tasks may be accomplished by students, who are required to help maintain residential facilities. The offeror's proposal should include a plan for student involvement in custodial efforts.
- k. Sufficient supervisory personnel to see that all services required in the contract are provided in a quality manner and to work with the MEHS contract administrator to ensure that contract staff and MEHS employees work together in a collaborative and effective manner.
- l. In the offeror's proposal a method must be provided that allows for communication during the school day between the academic office and the dorm staff either through radio, cell phone or other method accepted by the MEHS Superintendent.

#### B. PROJECT SPECIFICATIONS

1. During days on which school is in session the contractor will provide assistance to students on school mornings during the hours of 6:30 AM and 9:45 AM to see that all students get up, prepare themselves for school, and leave their residence hall with sufficient time to reach their classrooms before the start of their first class. This includes highly encouraging students to eat breakfast, addressing matters of personal hygiene, and helping students organize for the day.
2. During Days on which school is in session the contractor will provide for student supervision beginning at 2:30pm for seniors and all students at 4:00pm. On days that school is out early, such as PLC Wednesday's (Professional Learning Communities) the contractor will be required to be prepared for students at these times.
3. During days on which school is in session, between 8:00 AM and 4:00 PM, the contractor will provide building security, receipt of deliveries and messages, transportation of students to appointments and other related duties working in conjunction with MEHS employees. Days that school is out early, such as PLC Wednesday, the contractor will be required to be prepared for students at these times.
4. During evenings and weekends, the contractor will provide student supervision, provide activities in conjunction with state staff, assist in monitoring study hours (7:00pm-8:30pm), oversee student cleaning duties, and provide transportation for student needs.

5. Manage four residence buildings 292, 293, 295 and 297. The arrangement of dorm residents is subject to change.
  - a. Employ, train, and maintain the staff necessary to accomplish all tasks in a quality manner and meet the school mission and related programming needs. All hiring, supervision, training, assignment of duties and termination of employees shall be under the direction of the contract manager. The MEHS Superintendent reserves the right to require termination of contractor employees who do not pass a background check, maintain appropriate records, including but not limited to daily logs, time keeping, academic study lists, student travel lists, work study programs and other proper record keeping as determined by the dormitory staff and school administration.
  - b. Seven days a week awaken students at appropriate times and see that bed checks are made at the end of each day and throughout the night at one-hour intervals or as designated by the MEHS Superintendent, the Superintendent's designee, or the Residential Principal.
  - c. Recommend to MEHS staff disciplinary action which might be meted out to those students who break school rules.
  - d. Report all unauthorized persons on campus or any unusual activities to the appropriate, designated MEHS staff.
  - e. Enforce quiet/study hours (7:00pm-8:30pm) on Sundays through Thursdays, except on holidays and in-service days. Enforce lights out at 10:30pm Sunday through Thursdays and 11:30pm on Fridays and Saturdays.
6. RESIDENTIAL ASSISTANTS – RA's  
Responsibilities include:
  - a. RA's shall build and establish healthy, caring relationships with each student.
  - b. RA's must supervise students for purposes of health and safety, including implementation of the school's Code of Conduct, health and safety rules, and student participation in maintaining a clean, healthy physical environment.
  - c. RA's shall guide, mentor, and help students become successful learners of the MEHS community and responsible citizens. This includes providing direct student supervision with attention to student treatment of school furnishings, keys, bedding, etc., and serving as a positive role model.
  - d. RA's shall perform weekly room checks for discovery of student damage to dorm rooms. RA's shall report student damage such as broken ceiling tile, vandalism, carpet stains, holes in walls, etc., daily. Room checks must also be performed before any student is moved from one room to another to help monitor damage. A log of all room inspections and their results must be kept.
  - e. Upon invitation, RA's shall communicate with teachers, other staff members and support service personnel regarding students' progress. This communication shall include participating in child study team meetings as assigned by the MEHS Superintendent or the Superintendent's designee, discipline hearings, Residential Parent program and other school-related activities involving the physical presence of a student's parent(s). This communication is essential to a successful program. RAs may not initiate conversations with parents without prior approval of MEHS, but may be expected to participate in communication at the request of MEHS.

- f. RA's must supervise an activity when most students are not in the dorms and attending activities in the gym upon the assignment of the Residential Principal.
- g. RA's shall treat MEHS day students the same as all other residential students.
- h. RA's shall provide general supervision to the student body in the residential halls or wherever students are located on campus when applicable. The Residential Principal will work the Contract Supervisor to assign RA supervision to locations of greatest need.
- i. RA's shall focus specific, personal attention on an assigned group of approximately 25 students. The responsibilities specified in item 6(c) above will be the focus of the assigned group. This is the most important role of the RA.
- j. Swing shift RA's must plan and carry out at least one recreational activity each week that involves at least five students.
- k. RA's shall assist in the solving of problems or issues that occur in the students' daily responsibilities.
- l. RA's operate within a technologically rich working environment and must use school-provided technology to communicate.
- m. RA's shall sort, post and distribute mail lists and mail.
- n. RA's must provide for the care of students who are in a dorm room due to illness or injury when not in sick bay. Although uncommon, additional staffing may be required in this instance.
- o. Contractor will be responsible for transporting students to the ER as needed between 1:00am and 8:00am. If required supervision of the student at the hospital extends beyond two hours, the contractor may contact state staff to cover the extended time. If there are more students going to the ER than there are contractor staff available, the state will provide the required supervision.
- p. RA's shall assist with the snack program during the evening study period in the dorms. (Snack is purchased by the Food Service vendor).
- q. Contract staff must remove snow and ice from dormitory stairways, ramps, and entrances between the hours of 5:00 PM and 6:00 AM weekdays and anytime needed on weekends.
- r. To build an effective team of residential professionals, RAs that possess unique skills are highly desired. Examples are emergency medical training certification, expertise in cross-cultural communications, special knowledge of academic subjects such as mathematics and science, particular knowledge related to Alaska Native cultures, and unique recreation/activity skills such as music or art. Having a variety of skills represented across all RAs will help successfully meet the needs of the students.
- s. Retention of RAs is expected to be a top priority. Having consistent staffing for our students is of utmost importance.

## 7. RESIDENTIAL LIFE PROFESSIONALS - RLPs

Contractor will employ three FTE Residential Life Professionals (RLPs) whose primary focus is to provide student activities during non-school hours (swing shift).

- a. The Residential Life Professionals must have an education or background suitable to providing this essential role for the students. Examples are a degree in residential life, recreation, teaching or other relevant field of study. Desirable backgrounds include working with high school students, athletic coaching, or teaching. RLPs should most importantly

have a desire to engage with the students in meaningful, fun, social and team building activities including outdoor recreation, physical education, leadership development, etc. The role of the RLP's is considered crucial to the success of the students.

b. Job Goals:

- i. To provide well-rounded programming opportunities for all residential students and to manage the daily schedule of student activities, resource development and transportation needs.
- ii. To ensure the academic success of all students by working closely as a liaison with the academic staff and residential staff.
- iii. To provide outdoor programming opportunities for all students and focus on leadership development of students.
- iv. To act as a role model and assist students in learning how to make good decisions by focusing on at-risk students and assisting them in reversing destructive behaviors.

c. Activities:

Support academic success, student leadership, outdoor recreation, community building, connections to home, restorative justice, physical activities, entertainment, and social networking.

d. Assessment:

Provide weekly activity reports to Residential Principal or designee and Dorm Management.

8. ACTIVITIES:

The contractor will provide a variety of fun and meaningful activities for students who choose to participate during non-school hours. Residential Life Professionals (RLPs) will have the primary job of providing these activities, however, RAs should also be encouraged to provide activities that puts them in a position to establish caring connections with the students. This is intended to give RAs an opportunity to build rapport with students while engaging them in healthy activities, i.e. game nights, hikes, exercise programs, etc. The assignment of RAs to conduct these activities must not compromise the Contractor's responsibility to provide appropriate residence hall supervision. A monthly calendar is utilized to keep track of activities offered.

9. CLEANING: The contractor will maintain the residential facilities. Supplies needed are provided by MEHS.

- a. Areas to be cleaned and maintained include the student rooms and lounge areas, offices, showers and bathrooms, other rooms within the dormitory complex, and the immediate grounds areas surrounding the dormitories and cafeteria complex. Areas must be cleaned and maintained in a manner that provides a safe, healthy, and presentable living area. Cleaning also includes shampooing carpets and dorm fabric furniture twice per year, prior to the start of the school year and during winter break.
- b. Student assistance will be used towards keeping areas cleaned and maintained in a manner approved by the MEHS Superintendent or the Superintendent's designee. MEHS will supply cleaning supplies and equipment and related Material Safety Data Sheets. Periodic inspections will be made by the MEHS Superintendent or the Superintendent's designee. Any deficiencies noted must be corrected immediately. Bathrooms, showers, and tile floors are expected to be cleaned by staff, not students.

- c. The contractor shall comply with the school's curricular master schedule of classes to provide the above services with minimal disruption of the school's schedule.

**10. STAFF MEETINGS AND ONGOING TRAINING:**

All contractor staff are required to attend monthly dormitory meetings and on-going training sessions as scheduled by the MEHS Superintendent or the Superintendent's designee. Meetings will average approximately 1.5 hours per month. All costs associated for employees' time at these meetings are the responsibility of the contractor. At the approval of the MEHS Superintendent, the contractor may hold training sessions at the beginning of school or during winter break. These training sessions may be substituted for monthly training sessions.

**11. TRANSPORTATION:**

- a. The contractor will be required to transport MEHS students and/or guests of MEHS in a State owned vehicle for medical as required by the MEHS Superintendent, or designee, as long as student floor supervision is not being compromised. The MEHS Superintendent or the Superintendent's designee will determine when student floor supervision would be compromised by the contractor employee providing the student transportation services.
- b. Contractor will be responsible for coordinating student arrivals and signing in all students into the dorms (August and January) and provide an updated list to both the Residential Principal and the MEHS Office of those students enrolled.
- c. Contractor will be responsible for the coordinating of all student departures, whether for appointments, travel for activities, returning home, or other necessary travel approved by MEHS. This coordination is to include but not be limited to airport drop-off/pick-up, ferry terminal drop-off/pick-up, appointment drop-off/pick-up, and luggage drop-off/pick-up. Because of the complexity of the coordination needed for the Fall arrivals and Spring departures, a plan will be established and shared with the Residential Principal and MEHS Office as to arrival/departure times, luggage coordination, rosters of arrival/departures, and personnel needed to coordinate.
- d. Students may arrive and depart via nontraditional transportation methods. The contractor must accommodate the arrivals and departures of all MEHS students.
- e. All contract personnel operating motor vehicles for the purpose of transporting students must have a valid Alaska driver's license.
- f. Contractor must reimburse the State for the cost of repairs or replacement of State-owned vehicles when the damage was caused by the contractor or contractor's employees.
- g. Contractor must maintain a vehicle use log regarding the number of trips, the type of trips, and the number of students being transported. This report will be made available to the MEHS Superintendent or the Superintendent's designee.
- h. When using MEHS vehicles, contractor staff must comply with MEHS vehicle use policies.
- i. Contractor must maintain required insurance as indicated in the contract documents.

**12. STUDENT TRACKING:**

The contractor will be required to manage a system to be accountable for the whereabouts and supervision of students and log pertinent behavior or student accountability information. This includes a system for students to be checked out of the dorms by approved adults and maintaining these records.

13. STUDENT MAIL:

The contractor will be required to manage student mail including a system for logging and distributing student mail.

14. STUDENT DORMITORY AND ROOM ASSIGNMENT:

The contractor will be responsible for assigning all students to a dorm and a room in such a manner that every student will have a proper bed and place for his/her belongings.

- a. Dorms are to be single gender dorms except for Ivy Hall and Heritage Hall, which can be co-ed by floor or pod, as needed.
- b. The contractor may move students from room to room or dorm to dorm as deemed necessary by the contractor.
- c. The MEHS residential principal may move students from room to room or dorm to dorm for disciplinary or social/emotional reasons as deemed necessary by the MEHS residential principal.
- d. The MEHS Superintendent will provide the contractor a current list of accepted students by grade and gender at least every Friday in August.

15. COMMUNICATIONS:

- a. Visitors Center:  
The contractor must employ an office assistant who is on duty seven days a week from 2:30 PM. to 10:30 PM. or at times designated by the MEHS Superintendent, to improve communications between academic and residential components, SEARHC, parents, etc. The office assistant must be proficient at phone, computer, fax and copying tasks. In addition, the office assistant will be required to perform tasks related to student residence hall life as assigned by the MEHS Superintendent or designee.
- b. The contractor will establish an office in the visitor's center with significant supervisory presence, as determined by the MEHS Superintendent or the Superintendent's designee.
- c. During all non-administrative staff hours, the administrative office telephone will be forwarded to the main dormitory office. The contractor's office assistant, or designee, will be responsible for answering the forwarded calls.
- d. To improve interactions between RAs and students, the contractor may assign RAs to split shifts between different floors. The Contractor may also recruit, train, and pay student mentors to assist contract staff in delivering services to students as approved by the MEHS Superintendent or the Superintendent's designee.

16. TRAINING:

Contractor will establish and provide documentation to the MEHS Superintendent and the Residential Principal regarding on-going training schedule and new employee orientation program which meets all school, State and Federal requirements, and builds contract staff's capacities to perform their jobs. These training activities must include mandatory State and Federal training, other initial orientation, job shadowing, mentoring, feedback on initial performance, regular employee evaluations, etc.

## 17. COMPENSATION:

- a. An invoicing/compensation schedule can be negotiated at the time of contract execution; however, our suggestion is that invoicing be done monthly except for June and July where no services are typically rendered. For example, if the contract total was \$50,000.00 per year, there would be 10 payments issued during the months of August through May in the amount of \$5,000.00 each and no payments in June or July.
- b. **Because proper staffing is so vital to the success of the students at MEHS, a penalty of 10% will be deducted for any month where the average daily number of staff falls below 85% of fully staffed FTE's OR after two consecutive months of less than 2.5 FTEs in the Residential Life Professional (RLP) position. Detailed staffing reports must be provided to MEHS monthly to determine if a penalty will be issued. Lack of providing adequate reports will result in the penalty being assessed regardless of number of FTEs filled.**

Staffing Guideline for Mt. Edgecumbe High School Residential Dorm Management													
	Supervisor	Asst Supervisor	RLP	RA Girls 1	RA Girls 2	RA Boys 1	RA Boys 2	RA Heritage	RA Ivy	RA Float	Night Watch	Office Asst	Driver
Day Shift	1			1	1	1	1	1	1			2	1
Swing Shift		1	3	2	2	2	2	1	1	1		1	1
Overnight Shift				1	1	1	1	1	1		1		

Position	8 hrs/day	days/wk	hrs/wk	FTE's
Supervisor	1	5	40	1
Asst Supervisor	1	5	40	1
RLPs	3	5	120	3
RAs	23	7	1288	32.2
Night Watch	1	7	56	1.4
Office Asst	3	5	120	3
Driver	2	7	112	2.8
<b>Total</b>				<b>44.4</b>

## SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be a full year, with billing/invoicing to be completed August through May of each contract period. See Compensation (17 a.) above. Billing/invoicing schedule can be negotiated at time of contract execution. Contractor should describe their desired schedule of billing/invoicing in their proposal.

The approximate contract schedule is as follows:

- Contract begins July 1, 2023, and ends June 30, 2024
- first renewal option July 1, 2024, to June 30, 2025;
- second renewal option July 1, 2025, to June 30, 2026;
- third renewal option July 1, 2026, to June 30, 2027;
- fourth and final renewal option July 1, 2027, to June 30, 2028.

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

## SEC. 3.03 CONTRACT TYPE

This contract is a fixed price contract.

## SEC. 3.04 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. The state recommends monthly or quarterly invoices.

## SEC. 3.05 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. 3.06 CONTRACT PRICE ADJUSTMENTS

**Consumer Price Index (CPI):** Contract prices will remain firm through the end of the first contract period.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to

request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

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

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

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

**SEC. 3.07     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 location(s) the work is to be performed, completed, and managed is at Mount Edgecumbe High School in Sitka, Alaska.

The state **will** provide workspace for the contractor on the MEHS Campus. The contractor must provide any additional workspace they require.

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.

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

**SEC. 3.09     SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.11 CONTRACT PERSONNEL**

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

### **SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

### **SEC. 3.13 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Student name(s);
- Student state school identification number(s);
- Student test score(s) or grade(s); and
- Any other student personal information, such as address, birth date, school name, health or disciplinary information; and
- Library records described in AS 40.25.140.

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

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

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

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

**Anonymity:** Some Submittal Forms listed below must not contain any names that can be used to identify who the offeror is (such as company names, offeror name, company letterhead, personnel names, project names, subconsultant names, manufacturer or supplier names, or product names).

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

Submittal Form	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 detail on 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 also provide reference names and phone numbers for any projects the offeror's firm is using to meet the minimum experience requirements.

#### **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.

Offerors must identify any pertinent issues and potential solutions related to their understanding of the project.

Offeror must demonstrate its ability to meet the deliverables of the project.

Offeror must confirm if they are accepting of the States suggested billing/invoicing schedule or provide a reasonable alternative.

Offeror must describe their understanding of the compensation plan that includes potential penalties as it relates to minimum FTE staffing requirements.

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

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

Offeror must propose their staffing plan, student involvement in custodial services, as well as, how they intend to meet the eight "parenting services" as described in Section 2.01.

#### **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.

#### **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, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The submittal forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	75
Understanding of the Project	(Submittal Form C)	150
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	125
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
<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:

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

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) Does the offeror meet the minimum requirements?
- 2) Has the offeror provided letters of reference from previous clients?

#### **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 billing/invoicing schedule and can meet it or provided a reasonable alternative schedule?
- 5) Has the offeror demonstrated an understanding of the state's compensation and possible penalty plan.

#### **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) Does the offeror provide staffing plans, a student custodial services plan and a detailed description of how they meet the eight "parenting services"?

#### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT**

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

- 1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
- 2) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 3) To what degree is the proposal practical and feasible?
- 4) To what extent has the offeror identified potential problems?

#### **SEC. 5.08 CONTRACT COST (COST PROPOSAL)**

Overall, 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**

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)
<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). 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

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. Contact the procurement officer for fax number, if needed.

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) Cost Proposal
- 2) Standard Agreement Form - Appendix A