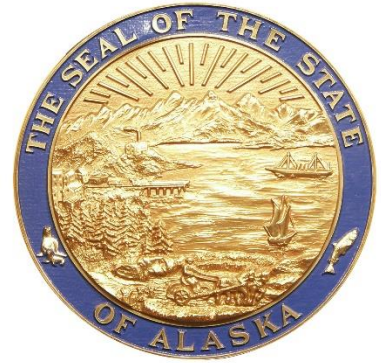


STATE OF ALASKA REQUEST FOR PROPOSALS



Department of Education and Early Development
Commissioner's Office

Alaska Native Language Arts K-3 Standards Development

RFP 2024-0500-0129

ISSUED OCTOBER 3 , 2023

THE DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT (DEED), DIVISION OF DEED COMMISSIONER'S OFFICE, IS SOLICITING PROPOSALS FROM QUALIFIED VENDORS FOR DEVELOPMENT OF AN ALASKA NATIVE LANGUAGE ARTS STANDARDS FOR KINDERGARTEN THROUGH 3RD GRADE FOR ADOPTION BY THE ALASKA STATE BOARD OF EDUCATION. THE ALASKA NATIVE LANGUAGE ARTS STANDARDS WILL HELP FURTHER SUPPORT THE DEVELOPMENT OF ALASKA NATIVE LANGUAGE USE IN SCHOOL AND LANGUAGE PROGRAMS ACROSS ALASKA.

ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY
DEVELOPMENT
DIVISION OF COMMISSIONER'S OFFICE

PRIMARY CONTACT:

KATHY BLOMQUIST
PROCUREMENT OFFICER
EED.PROCUREMENT@ALASKA.GOV

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

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE RFP	3
SEC. 1.02 BUDGET	4
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	6
SEC. 1.12 ALTERNATE PROPOSALS	6
SEC. 1.13 NEWS RELEASES.....	6
SECTION 2. BACKGROUND INFORMATION	7
SEC. 2.01 BACKGROUND INFORMATION	7
SEC. 2.02 SCOPE OF WORK	10
SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE	11
SEC. 2.04 DELIVERABLES	11
SEC. 2.05 CONTRACT TYPE	12
SEC. 2.06 PROPOSED PAYMENT PROCEDURES	12
SEC. 2.07 CONTRACT PAYMENT	12
SEC. 2.08 LOCATION OF WORK.....	13
SEC. 2.09 SUBCONTRACTORS.....	13
SEC. 2.10 JOINT VENTURES	13
SEC. 2.11 RIGHT TO INSPECT PLACE OF BUSINESS	13
SEC. 2.12 CONTRACT PERSONNEL	13
SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 2.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	14
SEC. 2.15 NONDISCLOSURE AND CONFIDENTIALITY	14
SEC. 2.16 INDEMNIFICATION.....	15
SEC. 2.17 INSURANCE REQUIREMENTS	15
SEC. 2.18 TERMINATION FOR DEFAULT	16
SECTION 3. PROPOSAL FORMAT AND CONTENT	17
SEC. 3.01 RFP SUBMITTAL FORMS	17
SEC. 3.02 SPECIAL FORMATTING REQUIREMENTS	17
SEC. 3.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A).....	18
SEC. 3.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	19
SEC. 3.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	19
SEC. 3.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D).....	19
SEC. 3.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)	20
SEC. 3.08 COST PROPOSAL (SUBMITTAL FORM F)	20
SEC. 3.09 SUBCONTRACTORS, IF BEING USED (SUBMITTAL FORM G).....	20
SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION	21
SEC. 4.01 SUMMARY OF EVALUATION PROCESS	21
SEC. 4.02 EVALUATION CRITERIA	21
SEC. 4.03 SCORING METHOD AND CALCULATION	22
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS.....	23
SEC. 4.05 UNDERSTANDING OF THE PROJECT	23
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT	24
SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT	24
SEC. 4.08 CONTRACT COST (COST PROPOSAL)	24
SEC. 4.09 ALASKA OFFEROR PREFERENCE	25
SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION	27
SEC. 5.01 INFORMAL DEBRIEFING	27
SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	27

SEC. 5.03	SITE INSPECTION	28
SEC. 5.04	CLARIFICATION OF OFFERS	28
SEC. 5.05	DISCUSSIONS WITH OFFERORS	28
SEC. 5.06	EVALUATION OF PROPOSALS	28
SEC. 5.07	CONTRACT NEGOTIATION	29
SEC. 5.08	FAILURE TO NEGOTIATE	29
SEC. 5.09	OFFEROR NOTIFICATION OF SELECTION	29
SEC. 5.10	PROTEST	29
SEC. 5.11	APPLICATION OF PREFERENCES.....	30
SEC. 5.12	ALASKA BIDDER PREFERENCE	31
SEC. 5.13	ALASKA VETERAN PREFERENCE.....	31
SEC. 5.14	STANDARD CONTRACT PROVISIONS	32
SEC. 5.15	QUALIFIED OFFERORS	32
SEC. 5.16	PROPOSAL AS PART OF THE CONTRACT	33
SEC. 5.17	ADDITIONAL TERMS AND CONDITIONS	33
SEC. 5.18	HUMAN TRAFFICKING	33
SEC. 5.19	RIGHT OF REJECTION	33
SEC. 5.20	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	34
SEC. 5.21	DISCLOSURE OF PROPOSAL CONTENTS	34
SEC. 5.22	ASSIGNMENT	34
SEC. 5.23	DISPUTES	34
SEC. 5.24	SEVERABILITY	35
SEC. 5.25	SUPPLEMENTAL TERMS AND CONDITIONS	35
SEC. 5.26	SOLICITATION ADVERTISING	35
SEC. 5.27	FEDERALLY IMPOSED TARIFFS	35
SECTION 6.	ATTACHMENTS.....	37
SEC. 6.01	ATTACHMENTS	37

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The purpose of this project is to develop Alaska Native Language Arts Standards for kindergarten through 3rd grade for adoption by the Alaska State Board of Education. The Alaska Native Language Arts Standards will help further support the development of Alaska Native language use in schools and language programs across Alaska. There is currently no clear or consistent standard that articulates what it means to read at grade level for kindergarten through 3rd grade in the official Alaska Native languages. Without this there is no way to efficiently communicate to policy makers how students are performing in the subject of Alaska Native Language Reading. The law allows for reading instruction to be conducted in and through Alaska Native languages but without these types of standards it is cumbersome for families, students, and districts to show that their students are on track for learning. The standards work seeks to address this obstacle by providing a means for the Department of Education and Early Development and school districts to communicate learning expectations through the Alaska Native Language Arts Reading Standards. There is a clear statewide policy directive that all students should be able to read at grade level by the end of 3rd grade. These developed standards will provide a critical support for instruction of Alaska Native languages because the standards will make it clear that reading in Alaska Native language is valid for demonstrating 3rd grade reading proficiency.

SEC. 1.02 BUDGET

Department of Education and Early Development (DEED), estimates a total budget of between \$400,000.00 and \$500,000.00 dollars for completion of this project. Proposals priced at less than \$400,00.00 or more than \$500,000.00 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 **3:00pm** prevailing Alaska Standard Time on **NOVEMBER 29, 2023**, as indicated by email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive, offerors must meet these minimum prior experience requirements (if using subcontractors, the subcontractor experience may be included):

- Successfully operated a project or program for Alaska Native language instruction or resource development.

An offeror's failure to meet this minimum prior experience requirement 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 at eed.procurement@alaska.gov. Questions are due no later than 3:00pm on November 17, 2023. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP or providing clarifying information. 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** – PHONE **907-465-8654** – TDD **1-800-770-8973**
EMAIL ADDRESS: eed.procurement@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Department of Education and Early Development
Division of DEED Commissioner’s Office

Email to: eed.procurement@alaska.gov
Attention: **KATHY BLOMQUIST, PROCUREMENT OFFICER**
Request for Proposal (RFP) Number: **2024-0500-0129**

RFP Title: **Alaska Native Language Arts K-3 Standards Development**

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

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

Please note that email transmission is not instantaneous. 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 attempt to confirm receipt of proposals via email, however, it is the offeror’s responsibility to contact the issuing agency at eed.procurement@alaska.gov or 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, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released	3:00pm	10/3/2023
Deadline for Pre-Proposal Questions	3:00pm	11/17/2023
Deadline for Receipt of Proposals	3:00pm	11/29/2023
Proposal Evaluations Complete (no later than)	3:00pm	12/1/2023
Notice of Intent to Award (no later than)	5:00pm	12/1/2023
Contract Issued (no later than)	3:00pm	12/12/2023

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

Historical Context of Reading in Alaska: Learning the mechanics of reading is an extremely important life skill. Alaska has some of the lowest reading scores in the country and a correspondingly large achievement gap. Significant factors that contribute to our literacy situation includes lack of access to reading materials, assessments, standards, and the historical context for lack of literacy development for Alaska Native Languages. Prior to contact, there was no widespread writing system; orthographies for each language were mostly developed and refined during the last forty years, with varying amounts of input from the Alaska Native language communities themselves.

There are substantial linguistic differences between the English language and Alaska Native languages that affect how and when to teach and evaluate student literacy skill sets. There is a need to create and promote a culturally accurate scope and sequence for teaching literacy that is developed specifically by and for Alaska Native languages. This would answer the question, ‘What does it look like to read at a 3rd grade level in an Alaska Native language?’

Written and Spoken Language and Literacy:

Each language has its own set of rules. In written and spoken language we call this grammar. When we hear a sentence that sounds a little off or not quite right often it is because the underlying mutually understood grammar rules are not being followed.

Some categories that languages are divided into include Analytic/Isolating, Synthetic (inflecting), Polysynthetic, Agglutinating, and Fusional. English is partially an analytic, inflecting, and agglutinating language with shallow highly free morphology, and a complex deep orthography. This allows for English learner speakers to be understood even when they don’t speak with correct grammar when learning to speak. However, it creates a high degree of difficulty for learners who try to learn to read and write the English Language.

In contrast Alaska Native languages are polysynthetic, with shallow orthographies, and varying degrees of complex highly bound morphology. This makes the mechanics of learning to read easier than English, but they provide a higher degree of difficulty in gaining comprehension because context is so important. Alaska Native languages are relational in nature and are more verb based.

Understanding that language is more than just spoken or written words combined with an understanding of the contrasts and comparisons between Alaska Native languages and English we can approach education from a multi-lingual learning approach. Education is fundamentally teaching students to code and decode information in different contexts. Teaching multi-literacy helps students learn to observe new systems and other discipline specific jargon.

The Science of Reading Defined:

The Science of Reading is an ongoing field of study that examines the last fifty years of research to determine the most effective way to teach reading. A scientific approach to reading instruction includes explicit, systematic, instruction in phonological awareness (sounds), phonics, fluency (ability to read accurately and at an appropriate rate), vocabulary, and comprehension.

Alaska Native Language Reading Evidence-Based Reading Practices and Employee Science of Reading Principles
(Phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension)

Phonemic Awareness: *(Language is made up of sounds. These sounds can be analyzed as whole units of sound and isolated speech sounds.)*

AK Native language words are made up of many smaller morphemes. An example of an Indigenous way of teaching phonemes is the use of vocables in songs. Some of the distinctions between the languages include: the use of tone, use of glottal stops as a consonant, and additional sounds that are not made in English.

Phonics: *(Letters correspond to sounds, letters have names)*

Alaska Native Language use letters and graphemes to write words. The various languages across the state have different orthographies that are used to write each language. Not all languages have an orthography that is universally used by all linguists and every Tribal group in that language family, however each language does have its own writing system. The authority to set the writing system resides with the Indigenous people who speak that language. It is important to note that Alaska Native languages may use the letters and graphemes interchangeable as terms by users of the language. To keep a relatively standard typing convention Alaska Native languages will frequently use double letter graphemes to express a single phoneme. Part of this function is that these graphemes have morphological meaning as well. These letters and graphemes do have names although each language family might title their graphemes with different names.

Vocabulary: *(words or unit of speech/writing that carry whole meaning, inventory of the language)*

English vocabulary is often thought about within the context of knowing words. For Alaska Native languages vocabulary can be measured in or thought about as the knowledge of whole words but also the individual morphemes. This is one of the differences or considerations that must be accounted for when looking at polysynthetic languages that depend heavily on contextualized morphology.

Fluency: *(The rate of reading taking into account accuracy)*

Fluency is considered the speed or rate at which the text can be read out loud taking into account the amount of accuracy or errors that are generated in reading out loud. This is no different in Alaska Native languages than it is in English.

Comprehension: *(understanding the text)*

Comprehension is something that can seem straight forward for measuring, students either know it or they don't. However, there is a range of comprehension that students can demonstrate. They may understand parts of a word, sentence, or passage. This could be considered partial comprehension. It serves as a gauge to learn what the student has command over and what they may further assistance with learning. Often comprehension is related to reading grade levels, considering what a student should be able to understand in each grade. How comprehension measurement in Alaska Native languages looks different than English. Because Alaska Native languages words are frequently the equivalent to a whole English sentence. Evaluating difficulty or skill level and partial comprehension must be established for each language.

***Writing Systems:** *Alaska Native languages do not all have set orthographies; some are still actively being refined. This includes rules for word divisions, spelling conventions especial relating to vowels, punctuation rules, and capitalization conventions. In practice, letters and graphemes are used to represent alphabets. This results in more "letters" in Alaska Native alphabets than English in some of the languages.*

SCOPE OF WORK & CONTRACT INFORMATION

SEC. 2.02 SCOPE OF WORK

Purpose of Project:

The purpose of this project is to develop Alaska Native Language Arts Standards for kindergarten through 3rd grade for adoption by the Alaska State Board of Education. The Alaska Native Language Arts Standards will help further support the development of Alaska Native language use in schools and language programs across Alaska.

There is currently no clear or consistent standard that articulates what it means to read at grade level for kindergarten through 3rd grade in the official Alaska Native languages. Without this there is no way to efficiently communicate to policy makers how students are performing in the subject of Alaska Native Language Reading. The law allows for reading instruction to be conducted in and through Alaska Native languages but without these types of standards it is cumbersome for families, students, and districts to show that their students are on track for learning. The standards work seeks to address this obstacle by providing a means for the Department of Education and Early Development and school districts to communicate learning expectations through these Alaska Native Language Arts Reading Standards. There is a clear statewide policy directive that all students should be able to read at grade level by the end of 3rd grade. These developed standards will provide a critical support for instruction of Alaska Native languages because the standards will make it clear that reading in Alaska Native language is valid for demonstrating 3rd grade reading proficiency.

Main Outcome:

These Alaska Native Language Arts Reading Standards will show student success through reading in Alaska Native language at a 3rd grade level. These K-3 standards must pertain to the official Alaska Native languages¹ at each grade level, be culturally based, and account for:

1. Cultural Connection,
2. Phonemic Awareness;
3. Phonics;
4. Fluency;
5. Vocabulary; and,
6. Comprehension

¹ Twenty official Alaska Native languages: Ahtna, Unangam Tunuu/Aleut, Alutiiq/Suqpiq, Dena'ina, Deg Xinag, Gwich'in, Haida, Han, Holikachuk, Inupiaq, Koyukon, Tanana, Tanacross, Tlingit, Tsimshian, Upper Tanana, Central Alaskan Yup'ik and Siberian Yupik.

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately December 2023, until September 13, 2024.

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

SEC. 2.04 DELIVERABLES

The contractor will be required to provide the following deliverables and milestones:

- 1) **Detailed Work Plan** – to be approved by DEED Project Director within 50 days of award
- 2) **Work Group Meeting Plan and Schedule** – to be approved by the DEED project director within 50 days of award, including attendance the Alaska Native Language Summit and Alaska Science of Reading symposium April 18-21;
- 3) **Coordination and Facilitation of all Work Group meetings** - after approval of Work Group Meeting Plan and Schedule
- 4) **Travel** - including accommodations, meeting space, and stipends for all participants, as approved by the DEED Project Director.
- 5) **Alaska Native Language Arts Reading Standards Requirements** – must address Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension as they pertain to reading official Alaska Native languages.
- 6) **Work Environment** – Contractor must conduct work both virtually and face-to-face. Neither space or equipment will be provided by DEED.
- 7) **Presentation** - progress report to the State Board of Education as needed

Result:

1) Alaska Native Languages Arts Reading Standards Final Report – Compile a final report for approval by the DEED Project Director and final adoption by the State Board of Education in digital print ready form.

The Final Report shall include:

- a. 1-page introduction that provides a high-level overview of the Final Report
- b. Overview
- c. Table of contents
- d. Section that contains the final recommended Alaska Native Language Arts reading standards
- e. Section that provides guidance to districts on curriculum and instruction selection, resources, and other pertinent suggestions that arose during standards development
- f. Section with recommendations for further Alaska Native language supports and professional development that would help districts
- g. Glossary

2) Final report shall be digital, ADA/accessibility compliant, and print ready

SEC. 2.05 CONTRACT TYPE

This contract is a Fixed Price contract.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

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

SEC. 2.07 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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 2.08 LOCATION OF WORK

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

Travel may be required, and all possible expenses shall be included in vendor’s total cost proposal.

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

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

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

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

SEC. 2.09 SUBCONTRACTORS

Subcontractors will be allowed. Submittal Form G required if using subcontractors.

SEC. 2.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 2.12 CONTRACT PERSONNEL

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

SEC. 2.13 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. 2.14 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. 2.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the 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. 2.16 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 2.17 INSURANCE REQUIREMENTS

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

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

policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

SEC. 2.18 TERMINATION FOR DEFAULT

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

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

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal.

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

SEC. 3.02 SPECIAL FORMATTING REQUIREMENTS

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

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits. Overly lengthy proposals are not recommended.

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). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	n/a
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Cost Proposal	n/a
Submittal Form G – Subcontractors, required if subcontractors being used	n/a

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

SEC. 3.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- 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. 3.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative on how they meet or exceed the minimum prior experience requirements set forth in Sec. 1.04.

Offerors must describe their experience with working in Alaska Native language. Also describe experience working in a community wide, multi-lingual projects or services.

Offerors must demonstrate their experience in engaging or planning in statewide gatherings or events.

Offerors must demonstrate their experience in completing similar projects on time and within budget.

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B and will not be included in the maximum page limit.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 3.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Offerors must provide a demonstrated understanding of the deliverables and time schedule the State is expecting.

Offerors must identify pertinent issues and potential problems related to the project and provide possible solutions for consideration.

Offerors must demonstrate understanding of how to work across multiple languages and in a manner that can engage multiple Alaska Native peoples across the state.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 3.06 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.

Offerors must propose a facilitation methodology that will align to the size and scope of the project.

Offerors must provide a timeline and coordination plan for ensuring timely completion of deliverables.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 3.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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

Offerors must provide a clearly organized project team with defined accountability and lines of communication and authority.

Offerors must describe to what extent they have the hardware, software, equipment, and licenses necessary to perform the contract.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 3.08 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, travel expenses, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead, etc. **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.

SEC. 3.09 SUBCONTRACTORS, IF BEING USED (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form, if using subcontractors. Only critical team members need to be listed. Subcontractor experience may be used to meet the minimum qualifications of this RFP. The state will need to approve all subcontractors before award of the contract.

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 4.01 SUMMARY OF EVALUATION PROCESS

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

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all 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. 4.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	75
Understanding of the Project	(Submittal Form C)	200
Methodology Used for the Project	(Submittal Form D)	150
Management Plan for the Project	(Submittal Form E)	75

Total 500

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

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 4.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror	10	10	10	10	40	100

3						
---	--	--	--	--	--	--

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

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

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 4) How well has the offeror described their experience with Alaska Native language. Also, how well did the offeror describe experience working in a community wide, multi-lingual projects or services?
- 5) How well has the offeror demonstrated their experience in engaging or planning statewide gatherings or events.
- 6) Offerors must provide a narrative on how they meet or exceed the minimum prior experience requirements set forth in Sec. 1.04.

SEC. 4.05 UNDERSTANDING OF THE PROJECT

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

-
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
 - 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
 - 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
 - 5) How well has the offeror demonstrated their understanding of how to work across multiple languages and in a manner that can engage multiple Alaska Native peoples across the state?

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) How well does the offeror propose a facilitation methodology that will align to the size and scope of the project?
- 4) Did the offeror provide a timeline and coordination plan for ensuring timely completion of deliverables?

SEC. 4.07 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) How well is accountability completely and clearly defined?
- 3) How well does the management plan illustrate the lines of authority and communication?
- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

SEC. 4.08 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:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (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 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$42,750 cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 336.8

SEC. 4.09 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 this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, 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, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 5.03 SITE INSPECTION

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

SEC. 5.04 CLARIFICATION OF OFFERS

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 because of a clarification under this section.

SEC. 5.05 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 because of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 5.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

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. 5.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not influence the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held virtually.

SEC. 5.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 5.09 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 set out the names of all offerors and identify the offeror selected for award.

SEC. 5.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 5.11 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:

[Application Of Preferences](#)

- 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. 5.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror’s current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 5.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

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

SEC. 5.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 5.15 QUALIFIED OFFERORS

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

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

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

SEC. 5.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 5.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 5.18 HUMAN TRAFFICKING

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

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

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

SEC. 5.19 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 counteroffer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 5.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.21 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. 5.22 ASSIGNMENT

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

SEC. 5.23 DISPUTES

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

SEC. 5.24 SEVERABILITY

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

SEC. 5.25 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. 5.26 SOLICITATION ADVERTISING

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

SEC. 5.27 FEDERALLY IMPOSED TARIFFS

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

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

except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

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

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal (Submittal Form F)
- 2) Submittal Forms A - E
- 3) Standard Contract Form for Goods and Non-Professional Services
- 4) Submittal Form G, only if subcontractors are being used