

STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS (IRFP)



BUSINESS ENTERPRISE PROGRAM (BEP) CHILDCARE DEVELOPMENT CENTER CONSULTANT IRFP # 724DVR5001

ISSUED NOVEMBER 27, 2023

THE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, DIVISION OF VOCATIONAL REHABILITATION (DVR), BUSINESS ENTERPRISE PROGRAM (BEP) IS SEEKING TO IDENTIFY AND RETAIN A CONSULTANT WHO CAN FACILITATE THE OPENING OF A 24-HOUR EMPLOYER-BASED CHILDCARE DEVELOPMENT CENTER WITHIN THE GREATER ANCHORAGE / MATSU AREA.

ISSUED BY:

DEPARTMENT OF LABOR & WORKFORCE
DEVELOPMENT
DIVISION OF
VOCATIONAL REHABILITATION (DVR)

PRIMARY CONTACT:

KATHY O'ROURKE
PROCUREMENT OFFICER
KATHY.OROURKE@ALASKA.GOV
(907) 269-4867

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 IRFP	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	5
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	5
SEC. 1.07 RETURN INSTRUCTIONS	5
SEC. 1.08 PROPOSAL CONTENTS	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO PROPOSALS	6
SEC. 1.11 AMENDMENTS TO THE IRFP	6
SEC. 1.12 IRFP SCHEDULE	7
SEC. 1.13 ALTERNATE PROPOSALS	7
SECTION 2. BACKGROUND INFORMATION	8
SEC. 2.01 BACKGROUND INFORMATION	8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	8
SEC. 3.01 SCOPE OF WORK	8
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE	8
SEC. 3.03 DELIVERABLES	8
SEC. 3.04 CONTRACT TYPE	9
SEC. 3.05 PROPOSED PAYMENT PROCEDURES	9
SEC. 3.06 CONTRACT PAYMENT	9
SEC. 3.07 LOCATION OF WORK	9
SEC. 3.08 SUBCONTRACTORS	10
SEC. 3.09 JOINT VENTURES	10
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS	10
SEC. 3.11 F.O.B. POINT	10
SEC. 3.12 CONTRACT PERSONNEL	10
SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	10
SEC. 3.14 INDEMINIFICATION	10
SEC. 3.15 INSURANCE REQUIREMENTS	11
SEC. 3.16 TERMINATION FOR DEFAULT	11
SECTION 4. PROPOSAL FORMAT AND CONTENT	12
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	12
SEC. 4.02 INTRODUCTION	12
SEC. 4.03 RFP SUBMITTAL FORMS	12
SEC. 4.04 SPECIAL FORMATTING REQUIREMENTS	13
SEC. 4.05 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)	13
SEC. 4.06 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	14
SEC. 4.07 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	14
SEC. 4.08 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)	14
SEC. 4.09 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)	14
SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM F)	15
SEC. 4.11 EVALUATION CRITERIA	15
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	16
SEC. 5.01 SUMMARY OF EVALUATION PROCESS	16

SEC. 5.02	EVALUATION CRITERIA	17
SEC. 5.03	EXPERIENCE AND QUALIFICATIONS (10%)	17
SEC. 5.04	UNDERSTANDING OF THE PROJECT (10%)	18
SEC. 5.05	METHODOLOGY USED FOR THE PROJECT (10%)	18
SEC. 5.06	MANAGEMENT PLAN FOR THE PROJECT (20%).....	18
SEC. 5.07	CONTRACT COST (40%).....	19
SEC. 5.08	ALASKA OFFEROR PREFERENCE (10%)	19
SECTION 6.	GENERAL PROCESS INFORMATION	20
SEC. 6.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	20
SEC. 6.02	CLARIFICATION OF OFFERS	20
SEC. 6.03	DISCUSSIONS WITH OFFERORS.....	20
SEC. 6.04	EVALUATION OF PROPOSALS	21
SEC. 6.05	CONTRACT NEGOTIATION	21
SEC. 6.06	FAILURE TO NEGOTIATE.....	21
SEC. 6.07	OFFEROR NOTIFICATION OF SELECTION	22
SEC. 6.08	PROTEST	22
SEC. 6.09	APPLICATION OF PREFERENCES	23
SEC. 6.10	ALASKA BIDDER PREFERENCE.....	23
SEC. 6.11	ALASKA VETERAN PREFERENCE	24
SEC. 6.12	ALASKA OFFEROR PREFERENCE	24
SEC. 6.13	FORMULA USED TO CONVERT COST TO POINTS.....	24
SEC. 6.14	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	24
SECTION 7.	GENERAL LEGAL INFORMATION	26
SEC. 7.01	STANDARD CONTRACT PROVISIONS	26
SEC. 7.02	QUALIFIED OFFERORS	26
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT.....	26
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	26
SEC. 7.05	HUMAN TRAFFICKING	26
SEC. 7.06	RIGHT OF REJECTION	27
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	27
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	27
SEC. 7.09	ASSIGNMENTS.....	28
SEC. 7.10	DISPUTES	28
SEC. 7.11	SEVERABILITY	28
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	28
SECTION 8.	ATTACHMENTS.....	29

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Department of Labor & Workforce Development, Division of Vocational Rehabilitation, Business Enterprise Program (BEP) is seeking to identify and retain a consultant who can facilitate the opening of 24-hour employer-based childcare development center within the greater Anchorage / MatSu area.

This contract will be established in a manner consistent with the Randolph-Sheppard Act (PL, 74-732, 20 USC Section 107) and the Chance Act (AS 23.15.010-210). This contract must provide the most beneficial financial return to the BEP, while at the same time, providing a high-quality service at a fair price.

The contract that results from the Request for Proposals will be for a base period of January 15, 2024, to June 30, 2024.

SEC. 1.02 BUDGET

Department of labor & Workforce Development, Division of Vocational Rehabilitation, estimates a budget of \$75,000 dollars for completion of this project. Proposals priced at more than \$75,000 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 p.m.** prevailing Alaska Standard Time on **12/20/2023**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- A. Five years' experience within the previous ten (10) years, providing consultant services to agencies/organizations/entities, opening an employer-based childcare development center.
- B. Possess a thorough knowledge and understanding of the necessary licensing requirements to open and operate a 24-hour child development center.
- C. Have a demonstrated experience opening an employer-based /onsite daycare center.
- D. Have a working knowledge of the Randolph-Sheppard Act and its' program requirements.
- E. Know and understand the operation of Business Enterprise Program (BEP).
- F. Have a knowledge of the costs and expenses related to opening, managing, and sustaining a child development center serving 100+ children, including but not limited to funding streams, federal assistance, employer contributions, parent payment, donations/fund raising, and food service, janitorial, and laundry cost.
- G. Have a working knowledge of what is required to recruit, train, and prepare high-quality teachers, or other school leaders.
- H. Have a working knowledge of inclusive indoor and outdoor spaces, curriculum development, national initiatives, effective instruction, prevention and intervention programs for children, and key competencies for early childhood and afterschool development programs.
- I. Possess a working knowledge of the employment of individuals with visual impairments or severe disabilities.
- J. Have experience working with teaming partners in a childcare environment, including working with them on curriculum development and classroom design/setup, teaming agreements, strategic alliances, deliverables for success, and customer delivery.
- K. Education**
 - A minimum of a Master's Degree in one of the following fields is required: Education, Early Childhood Education, or Elementary Education. Transcripts will be required at the time of proposal submission.
- L. Alaska Business License and Other Related Licenses**
 - A State of Alaska business license is required and must be provided at the time of proposal submission.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IRFP. Questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision. Deadline for Questions is December 13, 2023.

PROCUREMENT OFFICER: Kathy O'Rourke – Email: DOL.procurement@alaska.gov and kathy.orourke@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to both DOL.Procurement@alaska.gov and kathy.orourke@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)**. 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.

It is the offeror's responsibility to contact the issuing agency at DOL.procurement@alaska.gov and kathy.orourke@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the IRFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that 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 IRFP;
- 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.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this IRFP 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. 1.10 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. 1.11 AMENDMENTS TO THE IRFP

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

SEC. 1.12 IRFP SCHEDULE

The IRFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the 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 / IRFP Released	2:00 p.m.	November 29, 2023
Deadline for Questions	2:00 p.m.	December 13, 2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 p.m.	December 20, 2023
Proposal Evaluations Complete	2:00 p.m.	December 22, 2023
Notice of Intent to Award	2:00 p.m.	December 28, 2023
Contract Issued	2:00 p.m.	January 12, 2024
Contract Start	-	January 15, 2024

This IRFP 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 Labor & Workforce 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. 1.13 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Mat-Su Regional Medical Center (MSRMC), in partnership with the BEP, is intending to establish and manage an in-house, employer-sponsored childcare development center for MSRMC employees and medical building occupants.

The BEP and MSRMC know that childcare is a major priority for their employees and the community, and an employee survey indicates a strong need and desire for childcare services. This venture would signify the first childcare development center under the Randolph-Sheppard (RS)/Chance Act programs established in the United States.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Labor & Workforce Development, Division of Vocational Rehabilitation, **Business Enterprise Program (BEP)** is soliciting proposals to identify and retain a consultant who can facilitate the opening of a 24-hour employer-based childcare development center within the greater Anchorage/Mat-Su area.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 15, 2024, for approximately six (6) months until completion, approximately June 30, 2024.

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. Work in conjunction with the BEP team and a teaming partner to open an employer-based childcare development center within the greater Anchorage/Mat-Su area.
- B. Provide guidance to the BEP team in the following areas:
 - 1. Establishing an employer-based childcare center
 - 2. Running and maintaining a childcare center
 - 3. determining if the project is feasible:
 - a. What are the significant challenges, and can they be overcome? If so, how?
 - b. What would it take for this venture to be profitable?
 - i. How many children will need to attend the daycare to be profitable?

- ii. How much would need to be charged?
 - iii. What is the ideal scenario(s)? (Number of staff, number of attendees, hours of operation, etc.)
- 4. What are the potential dealbreakers?
 - a. For example: Cost of outsourcing meals, warming station, ventilation, other unforeseen costs, project delays, etc.
- C. Develop a cash flow forecast with projected revenue versus expenditures over a 12-month period based upon data from potential teaming partners.
- D. Identify potential available long-term and sustainable funding sources.
- E. Conduct weekly meetings (virtually or in person) and demonstrate objective milestones achieved progressing towards the goal of opening the childcare center described in this RFP.
- F. Utilize knowledge and experience to make recommendations on Teaming Partner selection and contract negotiation.
- G. Work with the BEP Team and a Teaming Partner to develop curriculum and classroom design/setup, teaming agreements, strategic alliances, and customer delivery.
- H. Schedule
 - a. Weekly meetings will be held via Zoom.
 - b. Travel to the site in Anchorage/Mat-Su as needed.

SEC. 3.04 CONTRACT TYPE

This contract is a Professional Services contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

Monthly invoices are required along with a complete and detailed narrative report outlining progress towards achieving each deliverable.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Labor and Workforce 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.

SEC. 3.07 LOCATION OF WORK

This service can be provided primarily through a remote work location. The will **not** provide workspace for the consultant. The consultant must provide their own workspace. Three (3) trips to the Anchorage/Mat-Su will be necessary.

SEC. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.11 F.O.B. POINT

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

SEC. 3.12 CONTRACT PERSONNEL

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

SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.14 INDEMINFICATION

The contractor shall indemnify, hold harmless, and defend the state 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", 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. 3.15 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times 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 contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

SEC. 3.16 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 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this IRFP and provide all information requested.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of the offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 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 included in this RFP as "Submittal Forms A – F."

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

SEC. 4.04 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 necessary to communicate their information. However, be aware of the below requirements for page limits.

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

SEC. 4.05 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The Offeror must 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 of 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 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 IRFP;
- 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 the Offeror's form along with the 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 will be rejected.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this IRFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the IRFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where the work will be performed.

The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.04)

SEC. 4.07 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. The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.04)

SEC. 4.08 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. The Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.04)

SEC. 4.09 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. The

Offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.04)

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form. Proposed costs must include an itemized list of 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.

SEC. 4.11 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

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 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 stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the Procurement Officer, where the PEC may have a 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 5.02.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.06 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 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 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
Offeror Information and Certifications	(Submittal Form A)	-
Experience and Qualifications	(Submittal Form B)	10
Understanding of the Project	(Submittal Form C)	10
Methodology Used for the Project	(Submittal Form D)	10
Management Plan for the Project	(Submittal Form E)	20
Total		50

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

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

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (10%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- How extensive is the applicable education and experience of the personnel designated to work on the project?

SEC. 5.04 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.05 METHODOLOGY USED FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
- 2) How well does the methodology match and achieve the objectives set out in the IRFP?
- 3) Does the methodology interface with the time schedule in the IRFP?

SEC. 5.06 MANAGEMENT PLAN FOR THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

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

2) *Questions regarding the firm and subcontractor (if used):*

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?

- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.07 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.14.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 5.08 ALASKA OFFEROR PREFERENCE (10%)

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. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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, 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. 6.02 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. 6.03 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 IRFP and proposal.

Discussions will be limited to specific sections of the IRFP 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. 6.04 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 IRFP, 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. 6.05 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 in the 3301 **EAGLE STREET BUILDING** conference room on the **1ST OR 3RD** floor of the **MIDTOWN** Building in **ANCHORAGE**, Alaska.

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

SEC. 6.06 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. 6.07 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.08 PROTEST

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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 the issuance of a contract solicitation, the award of a contract, or the failure to award a contract.”

Per 2 AAC 12.695, an interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest to the solicitation or the award of the contract. The protest must be filed with the Commissioner of the purchasing agency or the Commissioner’s designee. The protester must also file a copy of the protest with the procurement officer. The protest 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.

If an interested party wishes to protest the content of a solicitation, the protest must be filed before the date and time that proposals are due.

If an offeror wishes to protest the award of a contract not greater than \$50,000, the protest must be filed within 10 days from the date of the solicitation or award, whichever is later.

If an offeror wishes to protest the award of a contract greater than \$50,000, the protest must be filed within 10 days from the date that notice of award is made.

A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract.

The procurement officer shall immediately give notice of the protest to the contractor or, if no award has been made, to all offerors who submitted proposals.

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner’s designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner’s designee may issue a decision denying the protest and stating

the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SEC. 6.09 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP 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 **Department of Administration, Division of Shared Service's** web site:

<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)

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. 6.10 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 IRFP. 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. 6.11 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 IRFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.12 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.13 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.14 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

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 IRFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 Total Points Available in IRFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the IRFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) OR Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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. Objections to any of the provisions in Appendix A 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 the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the IRFP, 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 IRFP.

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. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 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 IRFP and will not affect the proposal evaluations.

SEC. 7.05 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. 7.06 RIGHT OF REJECTION

Offerors must comply with all of the terms of the IRFP, 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 IRFP.

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 IRFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

SEC. 7.07 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. 7.08 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. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

A contract resulting from this IRFP 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. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, 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 IRFP, the term or condition of the IRFP 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.

SECTION 8. ATTACHMENTS

Attachments:

Submittal Form A – Offeror Information
Alaska Bidder Preference Certification
Submittal Form B – Experience & Qualifications
Submittal Form C – Understanding of the Project
Submittal Form D – Methodology Used for the Project
Submittal Form E - Management Plan for the Project
Submittal Form F – Cost Proposal

Professional Standard Contract Form (SCF) - Appendix B1