STATE OF ALASKA
REQUEST FOR PROPOSALS

HEALTHY SCHOOLS TRAINING AND TECHNICAL ASSISTANCE

RFP 2024-1600-0155 / 1624-006

ISSUED DECEMBER 19, 2023

THE DEPARTMENT OF HEALTH, DIVISION OF PUBLIC HEALTH, SECTION OF CHRONIC DISEASE PREVENTION AND HEALTH PROMOTION IS SEEKING A CONTRACTOR TO PROVIDE SUBJECT MATTER EXPERT TRAINING AND TECHNICAL ASSISTANCE TO K-12 HEALTHY SCHOOLS PARTNERS, STATE STAFF AND STATE LEVEL PARTNERS IMPLEMENTING HEALTH PROMOTION PROGRAMS TO IMPROVE STUDENT HEALTH, ACADEMIC ACHIEVEMENT, AND EMOTIONAL WELL-BEING.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF FINANCE MANAGEMENT SERVICES

PRIMARY CONTACT:

ANNALISA HAYNIE
PROCUREMENT OFFICER
ANNALISA.HAYNIE@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 4
SEC. 1.01 PURPOSE OF THE RFP 4
SEC. 1.02 BUDGET 4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS 4
SEC. 1.04 PRIOR EXPERIENCE ..... **ERROR! BOOKMARK NOT DEFINED.**
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 ASSISTANCE TO OFFERORS WITH A DISABILITY 6
SEC. 1.09 AMENDMENTS TO PROPOSALS 6
SEC. 1.10 AMENDMENTS TO THE RFP 6
SEC. 1.11 RFP SCHEDULE 6
SEC. 1.12 ALTERNATE PROPOSALS 7
SEC. 1.13 NEWS RELEASES 7
SECTION 2. BACKGROUND INFORMATION 8
SEC. 2.01 BACKGROUND INFORMATION 8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION 10
SEC. 3.01 SCOPE OF WORK 10
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE 15
SEC. 3.03 DELIVERABLES 16
SEC. 3.04 CONTRACT TYPE 20
SEC. 3.05 PROPOSED PAYMENT PROCEDURES 20
SEC. 3.06 CONTRACT PAYMENT 20
SEC. 3.07 LOCATION OF WORK 21
SEC. 3.08 SUBCONTRACTORS 21
SEC. 3.09 JOINT VENTURES 21
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS 22
SEC. 3.11 F.O.B. POINT 22
SEC. 3.12 CONTRACT PERSONNEL 22
SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES 22
SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS 22
SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY 22
SEC. 3.16 INDEMNIFICATION 23
SEC. 3.17 INSURANCE REQUIREMENTS 23
SEC. 3.18 TERMINATION FOR DEFAULT 24
SECTION 4. PROPOSAL FORMAT AND CONTENT 25
SEC. 4.01 RFP SUBMITTAL FORMS 25
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS 25
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A) 26
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) 26
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) 27
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D) 27
SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E) 27
SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F) 27
SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G) 27

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H) 27
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION 28
SEC. 5.01 SUMMARY OF EVALUATION PROCESS 28
SEC. 5.02 EVALUATION CRITERIA 28
SEC. 5.03 SCORING METHOD AND CALCULATION 29
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (140 POINTS - 14%) 29
SEC. 5.05 UNDERSTANDING OF THE PROJECT (50 POINTS - 5%) 30
SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (200 POINTS - 20%) 30
SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (100 POINTS - 10%) 31
SEC. 5.08 CONTRACT COST (COST PROPOSAL) (400 POINTS - 40%) 31
SEC. 5.09 APPLICATION OF PREFERENCES 32
SEC. 5.10 ALASKA BIDDER PREFERENCE 33
SEC. 5.11 ALASKA VETERAN PREFERENCE 33
SEC. 5.12 ALASKA OFFEROR PREFERENCE 34
SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION 34
SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION 35
SEC. 6.01 INFORMAL DEBRIEFING 35
SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES 35
SEC. 6.03 STANDARD CONTRACT PROVISIONS 35
SEC. 6.04 QUALIFIED OFFERORS 36
SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT 36
SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS 36
SEC. 6.07 HUMAN TRAFFICKING 36
SEC. 6.08 RIGHT OF REJECTION 36
SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS 37
SEC. 6.10 DISCLOSURE OF PROPOSAL CONTENTS 37
SEC. 6.11 ASSIGNMENT 37
SEC. 6.12 DISPUTES 37
SEC. 6.13 SEVERABILITY 38
SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS 38
SEC. 6.15 SOLICITATION ADVERTISING 38
SEC. 6.16 SITE INSPECTION 38
SEC. 6.17 CLARIFICATION OF OFFERS 38
SEC. 6.18 DISCUSSIONS WITH OFFERORS 38
SEC. 6.19 CONTRACT NEGOTIATION 39
SEC. 6.20 FAILURE TO NEGOTIATE 39
SEC. 6.21 FEDERALLY IMPOSED TARIFFS 39
SEC. 6.22 PROTEST 40
SECTION 7. ATTACHMENTS 42

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH), Division of Public Health (DPH), Section of Chronic Disease Prevention and Health Promotion (CDPHP) is seeking a contractor to provide subject matter expert training and technical assistance to K-12 Healthy Schools partners, state staff and state level partners implementing health promotion programs to improve student health, academic achievement, and emotional well-being. A more detailed description including Scope of Work is provided in Section 3.

SEC. 1.02 BUDGET

Department of Health, Division of Public Health, estimates a budget of between $1,050,000 and $2,400,000 dollars for completion of this project. Proposals priced at more than $190,000 for the first budgeted period or **$2,400,000** for all budget periods will be considered non-responsive.

CDPHP estimates a range of $125,000 to $300,000 for each fiscal year of the contract. If all renewals are executed, the total contract value shall not exceed $2,400,000. The FY24-25 budget proposed may not exceed $190,000.

Funding for healthy schools will come from a combination of sources, including federal funding and grants, partner funding, and state funding. The state reserves the right to add additional funding from other sources, and to modify the budget amounts, during the life of this project.

The contract will be a fixed-cost contract with built in capacity to add projects over the contract duration so that services can be utilized on an as needed basis. Therefore, the scope of work is broad. Additional funding will be added based on legislative appropriation from budget year to budget year and as new projects are developed.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriations. Because of this, the annual amount funded for each performance year of this contract is not a static figure and is subject to fluctuate and reflect financial approvals by the legislature on an annual basis for this project.

The FY24-25 budget proposed may not exceed $190,000.

Performance Dates	When executed - 6/30/25	7/1/25– 6/30/26	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29	7/1/29 – 6/30/30	7/1/30 – 6/30/31	TOTAL NOT TO EXCEED VALUE
SFY Performance Years	(~18 months) SFY24-25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31	
Period of Performance NTE Totals	$190,000	$310,000	$300,000	$310,000	$300,000	$310,000	$410,000	**$2,400,000**

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:30PM** prevailing Alaska Time on February 1, 2024. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

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

1. The offeror must have three (3) years of experience in the past five (5) providing training and expert technical assistance to public health professionals and school district partners on Centers for Disease Control and Prevention (CDC) Healthy Schools resources, the School Health Index and the Whole School Whole Community Whole Child (WSCC) model.

2. The offeror must have three (3) years of experience in the past five (5) conducting technical writing, scientific writing and editing about school health topics, such as fact sheets, reports, applications, and tool kits.

3. The offeror must have three (3) years of experience in the past five (5) successfully developing standards or guidelines related to school health topics using a team approach.

An offeror's failure to meet these minimum mandatory 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. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Annalisa Haynie– PHONE 907-465-1612 – Annalisa.Haynie@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

All proposals will be submitted via email/attachments. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to doh.procurement.proposals@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. Similar to sending a hard copy proposal, if you are 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 Annalisa.Haynie@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
RFP Issue Date		December 19, 2023
Deadline for Questions	4:00PM	January 12, 2024
Deadline for State Response to Questions		January 22, 2024
Deadline for Receipt of Proposals	2:30PM	February 1, 2024
Proposal Evaluations Complete		February 15, 2024
Notice of Intent to Award		February 22, 2024
Contract Issued		March 10, 2024

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 Health, 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

Schools are in a unique position to have more influence on the lives of young people than any other social institution. Schools are where young people are prepared to be well-rounded, healthy, productive and successful adults. This means addressing the physical, emotional, mental and intellectual needs of the whole child by including physical education, health education and social support systems in every school. Health promoting strategies aimed at school-aged children within public schools can reduce the risk of developing obesity and other chronic diseases and improve overall health and academic success. These include improving nutrition, increasing physical activity, increasing school-based health services, management of chronic health conditions, reducing chronic absenteeism, and improving mental health. This contract will build on the work already done and in progress by the Alaska Department of Health (DOH) and use Centers for Disease Control and Prevention (CDC) resources.

Using the Whole School, Whole Community, Whole Child model, the state's Healthy Schools program works with schools, other state programs and non-governmental agencies to promote the overall health of students and the school setting.

The Section of Chronic Disease Prevention and Health Promotion Healthy Schools Specialist will be the Project Manager for the contract but will delegate various projects and deliverables to certain subject matter experts within the department. Initially the grant which funds this project will be primarily through a five-year cooperative agreement (grant) from the Centers for Disease Control and Prevention (CDC) titled DP 23-0002 ***School-Based Interventions to Promote Equity and Improve Health, Academic Achievement, and Well-Being of Students***. Deliverables directly related to DP 23-0002 funding; hereafter referred to as the **Alaska Healthy Schools Project,** will be managed by the physical activity and nutrition program staff, with funding from July 2023-June 2028.

The State of Alaska will provide state level professional development and technical assistance and maintain a state level coalition to support school health policies, practices, programs, and services to improve the health and education outcomes of students**.** In order to address health inequities, additional support and financial assistance will be provided to one priority Local Education Agency (herein referred to as school district in this document) and corresponding schools in communities that experience poverty, are medically underserved, and are disproportionately affected by chronic diseases and attributable risk factors. The priority school district will develop and implement evidence-based action plans focused on sustainable policy, and systems or environmental changes that are culturally relevant and meaningful to the community.

Since school topics are so intertwined, this contract may braid funding in the future. Possible funding sources include: federal Preventative Health and Health Services block grant; Tobacco Use, Education and Cessation Fund (TUECF); Marijuana Education and Treatment Fund; federal Overdose to Action funds; CDC Youth Risk Behavior Survey funds; CDC State Injury Prevention funds; Fetal Alcohol prevention funds; Mental Health Trust Authority funding; Healthy and Equitable Communities funds; Statutorily Designated Program Receipts; other chronic disease and injury prevention funds; and state general funds.

Staff from the Alaska Department of Health (DOH) Section of Chronic Disease Prevention and Health Promotion will be working with the successful offeror on this project. The Project Manager is the Healthy Schools Public Health Specialist 2. For specific deliverables, the Project Manager may designate specific state staff as the lead contact such as the Physical Activity & Nutrition School Partnership Coordinator to assist with deliverables specific to Healthy Schools district partners and Department of Education and Early Development (DEED) School

Health and Safety Program Coordinator to serve as a liaison in deliverables that impact DEED such as Health Standard updates and the co-led Interagency School Health Collaborative. As needed, the Project Manager will have a team of department staff such as public health specialists, health program managers, nurse consultants, and public health communication specialists available to provide consultation to the project and to the offerors.

Health Equity and Cultural Humility are core values of the State of Alaska Section of Chronic Disease Prevention & Health Promotion (CDPHP).

When planning for, creating, and conducting work with the Section, partners will consider the following: Alaska's diverse demographics; rich community-and cultural traditions; colonial history; control of land and resources; racism; structural violence; income inequality; housing conditions; remote communities living off the road system only accessible through plane and/or boat; as well as limited access to: Internet bandwidth, educational opportunities, health care, safe places to play and be active, basic water, sewer, and sanitation systems, available transportation, safety equipment, safe drinking water and nutritious food that is affordable and culturally appropriate. Health equity is aligned with the acknowledgement and respect of diversity within a community. To this end, we expect the successful offeror to incorporate this value into the work they do on behalf of the section.

Definitions

Health Equity - When everyone has the opportunity to attain their full health potential and no one is disadvantaged from achieving this potential because of their social position or other socially determined circumstance. These social circumstances are what have become known in public health as the social determinants of health.

Cultural Humility - Including self-awareness, openness, and respect for different cultural identities into work through an ongoing process of learning and being willing to learn from and honor other's perspectives.

Social Determinants of Health - "...life-enhancing resources, such as food supply, housing, economic and social relationships, transportation, education and health care, whose distribution across populations effectively determine length and quality of life." (World Health Organization)

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Health, Division of Public Health, is soliciting proposals for training and technical assistance services to provide subject matter expert training and technical assistance to K-12 Healthy Schools partners, state staff and state level partners implementing health promotion programs to improve student health, academic achievement, and emotional well-being.

1. Provide training and expert technical assistance to school district partners and state staff and on Centers for Disease Control and Prevention (CDC) Healthy Schools resources and the Whole School Whole Community Whole Child model.

The offeror will be a subject matter expert in CDC Healthy Schools resources and the Whole School Whole Community Whole Child (WSCC) model and provide training and technical assistance accordingly. Since the evidence and science around healthy schools is evolving, the offeror will keep current on the topic. The offeror will also pay close attention to current and/or new and revised resources released by the CDC. The offeror will have expertise in the principles of adult learning and instruction.

Training and technical assistance will occur at regular intervals and will primarily be for the new Alaska Healthy School partnership district staff and the Healthy Schools state staff administrating the partnership program. These school district partners are new and funded by the Centers for Disease Control and Prevention (CDC) titled DP 23-0002 School-Based Interventions to Promote Equity and Improve Health, Academic Achievement, and Well-Being of Students. The Department of Health expects to engage with one district and in future years additional district partners may be added. In year one of the contract, there will be two school district partner teams conducting the School Health Index and developing action plans. Additional school site teams will be developed each quarter throughout the duration of this contract until at least 75% of the schools in the district have been engaged.

The offeror will develop and implement a training and technical assistance plan, organize and facilitate trainings, and develop and administer evaluation tools to assess the effectiveness of trainings. Unless otherwise mentioned, ‘organize and facilitate trainings’ includes: scheduling, marketing, hosting the videoconference link or securing the in-person location, registration, coordinating planning and practice sessions, and providing agendas and materials. There are details on trainings specified in the Deliverables section of this Request for Proposal.

Periodically, specific boards, councils or groups want to know or should know more about healthy school topics. In addition to state staff and funded district partners, the offeror will periodically present to various boards, councils, and groups. At least one to two trainings annually will be provided to a broader audience of Alaska educators and education-serving agencies.

For an interactive overview of the CDC’s Whole School, Whole Community, Whole Child model visit the CDC’s Virtual Healthy School's website (https://www.cdc.gov/healthyschools/vhs/index.html). School health includes health and nursing services, behavioral and mental health services, health and nutrition education, nutritious foods, physical education, physical activity throughout the day, and environmental health.

Throughout the duration of the contract, the offeror will continue to improve and expand training and technical assistance offerings and develop specific trainings for various types of healthy school topics.

Trainings and technical assistance will require the offeror to provide the video conference tools and have an excellent command of the technology. Some trainings and technical assistance sessions will be recorded and edited by the offeror and posted on the offeror's webpage.

2. Organize and facilitate quarterly School Health Collaborative meetings, ad hoc school health meetings as identified or community of practices that address specific school health topics;

    a. Support School Health Collaborative

The **Alaska School Health Collaborative** is a state level leadership coalition established in 2011 which continues to meet regularly on a quarterly basis. Originally developed under the Coordinated School Health model, the Collaborative has grown over the years and embraces the WSCC model. It is co-chaired by staff from the Department of Education and Early Development and the Department of Health and serves as a key coordinating body for providing state level school health policy guidance and resources to schools and decision makers from multiple state and federal government programs.

Department of Education and Early Development programs represented in the Collaborative include: federal USDA child nutrition programs; Alaska's Substance Abuse and Mental Health Services Administration's Project AWARE (mental health in schools); school health counseling and suicide prevention program; Alaska's Adverse Childhood Experiences (ACEs) initiative including trauma-engaged schools and positive school climate; dating violence and sexual abuse prevention (Alaska Safe Children's Act); health education and healthy relationships curriculum, and school emergency preparedness.

Department of Health programs represented include: Physical Activity and Nutrition, Tobacco Prevention and Control; Office of Substance Misuse and Addiction, the Youth Risk Behavior Survey and School Health Profiles; the adolescent and school health programs (including the federal Personal Responsibility Education Program); school health nursing; public health nursing, oral health program; Section of Epidemiology, school environmental health and immunizations; and behavioral health programs including suicide prevention. Other state agencies also participate including the Alaska Mental Health Board; the Advisory Board on Alcohol and Drug Abuse; Statewide Suicide Prevention Council, the Department of Transportation, Safe Routes to School Program, and the Council on Domestic Violence and Sexual Assault, Department of Public Safety.

The offeror will provide agendas, organize and facilitate quarterly meetings in collaboration with co-chairs as detailed in the Deliverables section of this Request for Proposal.

    b. Support Ad hoc school health meetings

Some healthy school topics will have complex issues that will require specific planning and training. Some identified or emerging issues will be better solved with the input of subject matter experts. In these instances, the offeror will convene and facilitate an ad hoc group of school health experts to provide solutions and consultation. The offeror will then develop materials or trainings to address the issue.

    c. Support Community of Practices (CoP)

State school health experts and partners have been interested in developing a Community of Practices (CoP) for Healthy Schools on specific topics. The offeror, in coordination with the Project Manager will follow the CDC CoP best-practices on specific WSCC topics. These steps include Plan and Prepare, Launch Your Community, Sustain a CoP, Evolve a CoP and Evaluate a CoP.

It should be noted that the topic specific CoP's (e.g. Nutrition environment and services) are not intended for long term use, but instead, a jump start to cross sector collaboration with the purpose of aligning efforts and resources with the intention of transferring the CoP to a lead partner.

CDC best practices for Community of Practices (CoP) found here:
https://www.cdc.gov/publichealthgateway/phcommunities/communities-of-practice-cops.html

3. Conduct technical and scientific writing and editing about school topics, such as fact sheets, reports, applications, and tool kits;

In coordination with the offeror, the Project Manager will identify projects that require technical and scientific writing, editing and posting to a web portal for partner agencies to access documents. Deliverables may include: simple editing of a document created by a K-12 School District partner for parents or a one-page summary of Youth Risk Behavior Survey results on a specific topic; an in-depth report on implementation status of the five components of a comprehensive school physical activity program; contribution to a notice of funding opportunity or journal publication; or development of a tool kit for school staff. The offeror may also develop or improve resources, such as sample plans, checklists and training materials in colloboration with state-level subject matter experts.

Previous examples of school related publications include:

a. Tobacco Facts: E-cigarette use, suspension, and academic outcomes among Alaska high school students (2021)
https://health.alaska.gov/dph/Chronic/Documents/Tobacco/factsheets/Factsheet_VapingAndSuspensionAK.pdf
b. Alaska's Play Every Day Campaign Encourage Parents to Serve Healthy Drinks to Young Children (Health Promotion Practice journal, 2022) https://journals.sagepub.com/doi/full/10.1177/15248399221115763
c. **School Wellness Policy Annual Report Checklist** (2016)
https://health.alaska.gov/dph/Chronic/Documents/School/policy/AlaskaSchoolWellnessPolicy_AnnualReportChecklist.pdf
The purpose of this fillable document is to assist districts in developing regular reports on the school wellness policy mandated under the Healthy Hunger-Free Kids Act. Completing this report will also assist districts in being ready for on-site review from the Alaska Department of Education & Early Development Child Nutrition Program.
d. **Alaska Gold Standard Wellness Policy: Guidance on Advertising and Marketing Food and Beverages in Schools** (2017)
https://health.alaska.gov/dph/Chronic/Documents/School/policy/Alaska_FoodAndBeverageMarketing_SchoolGuidelines.pdf
This document gives guidance for school district efforts to limit food and beverage marketing on campus to the promotion of foods and beverages that meet the National School Lunch Act, Nutritional Guidelines for All Foods Sold in Schools (aka Smart Snacks in School).

e. **Obesity Facts: Snacks in Alaska Schools** (2017)
https://health.alaska.gov/dph/Chronic/Documents/Obesity/pubs/factsheet_SnacksInSchools.pdf
This document highlights progress being made in reducing the availability of candy and salty snacks in Alaska schools in the decade since school wellness policies were required for all districts participating in the National School Lunch or Breakfast Programs.

4. Develop or revise policies, standards or guidelines related to school health topics using a team approach;

The Department of Education and Early Development and Department of Health collaborate on school health related projects such as the development of policies, standards and guidelines. Developing or revising health related standards and guidelines for schools involves a team approach that include educators, school administrators, subject matter experts, public health professsionals, parents and non profit agency experts. The process and the amount of effort required depends on a variety of inputs.While there is not a specific policy, standard, or guideline identified for creation or revision during the contract performance duration, it is expected several will be identified. Potential guidelines to be updated include the School Health and Safety Framework (copy available upon request); writing or revising standards such as the Alaska Physical Education Standards (https://education.alaska.gov/schoolhealth/pestandards); Skills for a Healthy Life Education Standards (https://education.alaska.gov/akstandards/Skills-for-Healthy-Life.pdf): or writing model policy on specific topics.

The Department of Education and Early Development maintains a Standards Revision Schedule that is available at this link: https://education.alaska.gov/standards/pdf/Standards%20Revision%20Schedule_2021.pdf

Skills for a Healthy Life are currently scheduled to be revised in 2023 and the Physical Activity Standards in 2025, but the timeline is not definite. An example of a policy that was developed by the State of Alaska Physical Activity and Nutrition (previous called Obesity Prevention and Control Program) and the Alaska Department of Education & Early Development Child Nutrition Program that meets all federal requirements for Local School Wellness Policies as well as Alaska State law AS14.30.360 (amended in 2016 by Senate Bill 200 'Mandatory Physical Activity in Schools') is the State of Alaska Obesity Prevention and Control Program Gold Standard Wellness Policy found at:
https://health.alaska.gov/dph/Chronic/Documents/Obesity/pubs/AlaskaGoldStandardSchoolWellnessPolicy.pdf. Potential policies or administrative regulations to update may include: use of traditional foods in schools, food insecurity, health equity, health education, tobacco free schools, trauma engaged practices, management of chronic conditions, administering medications, or family partnerships.

The offeror will be expected to use a team approach to develop or revise any school-related policies identified during the term of this contract, including drafting content, identifiying and convening a group of state health educators and stakeholders, facilitating a process to provide feedback, incorporating revisions from department leadership and producing a final Americans with Disabilities Act (ADA) web-accessible document.

5. Professional development support for partner agencies.

The offeror will maintain a comprehensive, up-to-date list of school health gatherings around the state of Alaska, including the contact information for the organizers. There is no central location for this information, so the offeror will have to be resourceful in compiling this information with the assistance of the Project Manager. Using this list of school health gatherings and the priorities of the School Health Collaborative and funding priorities of the Centers for Disease Control and Prevention, the offeror will

propose to the Project Manager ways to increase school health related professional development opportunities.

Additionally, the offeror will develop a system to field and prioritize requests for conference or professional development financial support from Alaska agencies offering professional development in the field of school health.

This support could include:

- securing subject matter experts to train at virtual and in-person training opportunities;
- direct payment to specific trainers;
- direct payment for training facilities;
- direct financial support to partner agencies;
- direct payment of honorarium or consultant fees to secure specific educators; or
- funding for registration scholarships for attendees, etc.

The Project Manager will make the final decision and must approve expenditures prior to securing trainers, training facilities, direct financial support; honorariums, etc.

6. Organize, facilitate, and coordinate a state level school health and wellness conference.

The Healthy Schools program organizes and hosts an in-person conference, the School Health and Wellness Institute held every fall in Anchorage during years when the Department of Education and Early Devlopment does not host a School Safety and Well-being Summit. Offeror should be prepared to organize and facilitate a conference for each odd year, every other year, beginning in Fall 2025, which is the State Fiscal Year (SFY) 2026. The state level conference will be three days of plenary/breakout sessions with options for two full day pre- or post- conference workshops. Budget for attendance of 150 maximum using BP Energy Center (free venue for non-profit and education partners). The cost will be renegotiated if location or size of conference changes significantly. For information, examples of previous agendas and updates go to the **Alaska School Health and Wellness Institute (AKSHWI)** website > (https://health.alaska.gov/akshwi)

7. Ensure project management and administration

Project management and administration typically include the following key elements:

a. Project Planning: Defining project goals, scope, deliverables, and timelines. Creating a detailed project plan that outlines tasks, responsibilities, and resource allocation.
b. Resource Management: Identifying and assigning team members or resources required for each task. Ensuring that resources are available when needed and managing potential conflicts or constraints.
c. Communication: Establishing effective communication channels among team members, stakeholders, and project leaders to ensure everyone is informed and aligned with the project's progress.
d. Risk Management: Identifying potential risks and developing strategies to mitigate or respond to them. Regularly assessing risks and taking proactive measures to minimize their impact on the project.
e. Monitoring and Control: Tracking project progress against the planned schedule and budget. Implementing corrective actions when deviations occur to keep the project on track.
f. Reporting: Providing regular updates and status reports to stakeholders, team members, and

project sponsors. Reporting on key performance indicators and milestones.

g. Quality Management and evaluation: Ensuring that project deliverables meet the required quality standards including Americans with Disabilities Act (ADA) web-accessible criteria.
h. Documentation: Maintaining comprehensive project documentation, including project plans, meeting minutes, change requests, and any other relevant information.

Americans with Disabilities Act (ADA) Web- Accessible Documents

Publications, reports and workplans developed and released with the contractor's support, it will be the contractor's responsibility to produce an accessible Web-ready version for any document produced for both print and online publication. All media that will be published online must meet Americans with Disabilities Act (ADA) criteria for all web-accessible materials.

Accessible Web-ready documents must include the following, at minimum:

- Overall document properties, including title, subject, author, key words, and language specified for the document.
- Built-in headings, styles, bullets and tags to organize the document.
- Alt Text for all photographs, images, shapes, and graphics.
- Alt Text for all simple and complex graphs, charts and tables, allowing all users to understand the data being shared.
- Saved, final files with tags.
- Each Web-ready document created by the contractor should be submitted as **both** the accessible source document (Word, Excel or PowerPoint file, as examples) **and** as an accessible PDF.

When the scope of a document is determined, the Project Manager will provide any additional instructions on meeting minimum accessibility standards. The offeror will not use the State or Department logos without approval from the Project Manager. The website and the resources available will meet agreed-upon ADA web-accessibility criteria.

End of Term Transition Plan

The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This may result in a change of contractors from one contract term to another.

Should that occur at the termination of this contract, the incumbent vendor is required to develop and submit a transition plan to facilitate a smooth transfer of the contracted functions to the new vendor or back to the division. The incumbent vendor must provide this plan within sixty (60) days of notification by the division, and the transition must be complete within 120 days.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of contract execution, and run for approximately 7.0 to 7.5 years until completion, approximately June 30, 2031

Initial Contract Performance Period	When fully executed	June 30, 2025
Option 1 of 6	July 1, 2025	June 30, 2026
Option 2 of 6	July 1, 2026	June 30, 2027
Option 3 of 6	July 1, 2027	June 30, 2028

Option 4 of 6	July 1, 2028	June 30, 2029
Option 5 of 6	July 1, 2029	June 30, 2030
Option 6 of 6	July 1, 2030	June 30, 2031

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

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. **Provide training and expert technical assistance to school district partners and state staff and on Centers for Disease Control and Prevention (CDC) Healthy Schools resources and the Whole School Whole Community Whole Child model;**

Training and technical assistance (TTA) will be offered for three primary audiences: 1) State of Alaska Healthy Schools team, 2) School district partner teams funded through the CDC Healthy Schools Project and 3) Non-funded Alaska educators/partners focused on school health. TTA delivery methods will be determined in collaboration with the Project Manager. The offeror will be responsible for scheduling, agendas, taking meeting notes, etc. Specific deliverables for each are detailed below:

a. **TTA to State of Alaska Healthy Schools team:**
   - Monthly, one-hour technical assistance videocalls with Healthy Schools state staff (1-4 staff on the call) to provide input on emerging issues.Project management and administration may also be discussed during this time.

b. **TTA to Alaska Healthy Schools school district partner teams:**
   - Develop a training and technical assistance plan for the Healthy Schools Project funded district partner teams (broad 5-year plan and more detailed annual plan to be updated annually based on evaluations and feedback from partners).
   - Monthly, facilitate one-hour technical assistance videoconference calls with individual school partnership teams (1-4 partner staff on the call) to offer follow-up support to trainings and support in developing and implementing school site level action plans based on their School Health Index findings and utilizing resources in support of CDC Healthy Schools objectives and the WSCC model. (rotating monthly calls between 2-3 school sites the first year; Not more than 1 hour of meeting time per month)
   - Annually, provide agendas, materials, and facilitate an in-person training for school partnership staff (up to 15 staff the first year). During the first budget year, this will be a 2-day stand alone training (estimated Spring 2024 or Fall 2025). In subsequent budget years, this may become a one-day pre/post-conference training day at the Alaska School Health and Wellness Institute (SHWI) or Alaska School Safety and Well-being Summit.
   - Develop and administer evaluation tools to assess the effectiveness of trainings and plan for upcoming training needs. Provide Project Manager an evaluation report summary within one month of each training.

c. TTA available more broadly to Alaska educators/partners

- Annually, provide agendas, curriculum and materials, and facilitate and organize an interactive 2 hour videoconference training on a topic agreed-upon between the contractor and Project Manager in the WSCC model for school partnership staff and broader statewide partners (organized and facilitated by the offeror).
- Annually, propose sessions and present at 1-2 additional statewide conferences (organized and facilitated by another agency) such as those hosted by the Association of Alaska School Boards, School Nurse Association, School Counselor's Association, Alaska Superintendents Association, Alaska Principals' Conference, Alaska Public Health Association, Anchorage School District's Summer Academy, School Health ECHO series, and/or other events agreed upon and approved by Project Manager.
- Maintain a web portal for partner agencies to access session recordings and/or materials associated with training and technical assistance.

2. Organize and faciliate quarterly School Health Collaborative meetings, ad hoc school health meetings as identified or community of practices that address specific school health topics;

a. Support School Health Collaborative

- In collaboration with the co-chairs from the Department of Education and Early Development and Department of Health plan and facilitate four quarterly meetings for the Alaska School Health Collaborative. Meeting dates are typically held in December, March, June and September. Meetings will be one to two hours in length, except the inperson meeting. (The annual in-person meeting counts as a fourth quarterly meeting).
- Support in-person annual strategic planning and workplan development meeting in Anchorage once a state fiscal year, including logistics. This will be a one-day, face-to-face meeting (6 hours). Organize and purchase travel for up to four (4) School Health Colloborative members to attend in either Anchorage or Juneau.
- Work with the Project Manager or designee to develop each meeting's agenda, materials and handouts.
- Send agendas and meeting reminders to members prior to each meeting.
- Prepare and distribute the meetings' minutes to members and meeting participants.
- Arrange for remote member participation (usually via teleconference and webinar).
- Track progress on identified Collaborative priorites
- Provide additional support as needed between meetings.
- Provide other materials or information required for the meeting.

Budget:

- Annually: Support for the School Health Collaborative quarterly meetings. Include a separate travel budget $1,300 per person to travel between Juneau and Anchorage for a total travel budget of $5,200 each state fiscal year.

b. Support Ad hoc school health meetings

Deliverable:

- Budget for SFY 26, 28, 30: Logistics and faciliation for two 2-hour videoconference meetings to faciliate the Youth Risk Behavior Survey questionnaire development and selection process.
    - develop materials to help prioritize question selection process;

  - faciliate the discussion to ensure meeting objectives are met;
  - document the dialog and post video recording to offeror's webpage.
- Budget for SFY27. Use a team approach to explore the possible ways adolescent risk behavior data at the state and local level can be efficiently and sustainably gathered. The offeror will lead a planning process that would involve a relatively small group of data experts from both inside and outside state government. Input will also be obtained from a broader set of key stakeholders. The scope of the planning effort should include identifying a vision for sustainably collected statewide and community-level data (not necessarily owned/managed by the State or driven by the Youth Risk Behavior Survey Center for Disease Control and Prevention requirements) on adolescent risk and protective factors, and also how to empower communities and organizations to make better use of both statewide and local data to propel their priority health improvement efforts. The focus of the efforts are on self-reported qualitative or quantitative data on adolescent risk behaviors (e.g., tobacco use, physical activity); we are not considering clinical, biological, administrative, or educational records to be within the scope of this effort.
- Budget for SFY29 and SFY31, logistics and facilitation for two 2-hour videoconference ad hoc meetings to address a selected school health topic, document the diaglog and develop materials or training on the issue.

c. Support Communities of Practice (CoP)

Starting in SFY27, the offeror, in coordination with the Project Manager will follow the CDC Communities of Practice best-practices on specific WSCC topics and offer six monthly sessions each state fiscal year thereafter. The contract will provide funding for launching or continuing one to two Communities of Practice each budget period. These Communities of Practice will not provide Continuing Education Units.

Deliverable:

- Starting in SFY27, and each state fiscal year thereafter budget for six 1-hour Communities of Practice sessions via videoconference on selected school health topics (organized and facilitated by the offeror including all logistics) following CDC best practices.

3. Conduct technical and scientific writing and editing about school topics, such as fact sheets, reports, applications, and tool kits;

Offeror should plan for eighty-hours of technical and scientific editing of publications written in collaboration with state staff. Topics will be decided in collaboration with Project Manager.

Deliverable:

- Starting in SFY25, budget eighty hours of technical and scientific editing of publications, grant writing and materials in collaboration with state staff.

- Final fact sheets or product to include design and layout for print and posting to online platforms, including American with Disabilities (ADA) compliance as described in the project management and adminstrative deliverable.

4. Develop or revise policies, standards or guidelines related to school health topics using a team approach;

Develop and write the School Health and Safety Framework (copy available upon request); revision including design and American Disability Act (ADA) visual compliance.

In SFY24-25, this deliverable will be used to facilitate updating of the Alaska School Health and Safety Framework (published in 2011). Offeror will facilitate a process to incorporate input and review from DEED and DOH leadership before finalizing document.

5. Professional development support for partner agencies.

The offeror will provide funding to support school health related professional development opportunities. The Project Manager will make the final decision and must approve expenditures prior to securing trainers, training facilities, attendee scholarships, conference organizing, and/or honorariums, etc.

Deliverable:

The offeror will:

- Maintain a comprehensive, up-to-date list of school health gatherings around the state of Alaska, including the contact information for the organizers.
- Propose to the Project Manager ways to increase school health related professional development opportunities.
- The offeror will develop a system to field requests for conference or professional development financial support from Alaska agencies providing professional development in the field of school health.
- Allocate and distribute at least $30,000 per state fiscal year to selected agencies providing professional development in the field of school health.

6. Organize, facilitate, and coordinate a state level school health and wellness conference

Beginning Fall 2025 (SFY26) and every other year year thereafter the offeror should propose costs for organizing and facilitating an in-person state level school health and wellness conference. The conference will be three days of plenary and break-out sessions with options for full day pre- or post-workshops. Offeror should plan for attendance of 150 maximum using BP Energy Center (free venue for non-profit and education partners) with no required budget for food.

Tasks for a state level conference facilitation should be proposed by offeror to include at minimum: (1) developing a system for presentation proposals and selection; (2) arranging for Continuing Education Units (CEU); (3) coordinating room hosts and providing IT support for each room; (4) conducting a post-conference evaluation; (5) and developing applications system for travel reimbursement to support attendance of Alaska educators (budget up to $10,000 for travel); (6) and standard 'organize and facilitate' tasks such as scheduling, marketing, securing the in-person location, registration, coordinating planning and practice sessions, providing agendas and materials.

Reimburse educators for travel. Budget $10,000 for the travel portion of the deliverable.

- The costs for organizing a state level school health and wellness conference will span state fiscal years. The SFY prior to the conference will require the offeror to budget for development of a project plan and the initial tasks necessary to coordinate of a state level school health and wellness conference in Fall 2025 (SFY26)
- Initial tasks may include conduct securing a location; convening state conference partners; building a registration webpage; accepting and selecting presentations; accepting applications for travel reimbursement to support attendance of Alaska educators; developing a draft agenda; marketing the event; etc. with the understanding that majority of the budget for deliverable 6 will be in SFY26.

7. Ensure project management and administration

Deliverables:

- The offeror will ensure quality project management and administration using the key elements described in the Scope of Work.
- Upon full execution of the contract, the offeror and the Project Manager will meet to discuss the project.
- The offeror will submit a detailed work plan with timeline to the Project Manager within 30 days of the start of the contract.
- The offeror will be available by phone and for meetings during regular business hours, generally 8 a.m. –4:30 p.m. Alaska prevailing Time.
- The offeror will report monthly to the Project Manager in a format approved by the Project Manager. Reporting may include monthly verbal; quarterly invoicing and written reports; and a summary narrative report at the end of each state fiscal year.
- The offeror will elevate urgent issues immediately to the Project Manager.
- The offeror will develop and administer evaluation tools and quality improvement efforts to assess the effectiveness of this contract.
- The offeror will prepare and submit quarterly invoices and reports on contract activities in a form approved by the Project Manager.
- The offeror will submit an annual work plan, timeline and budget to the Project Manager within 30 days of the start of each contract renewal and an end of term transition plan if needed.
- The Project Manager and offeror will use Microsoft Teams (or the current State of Alaska approved system) to store documents in a shared location.
- All materials, trainings and presentations will be approved through the Project Manager prior to releasing.
- All print and web materials will meet American with Disabilities (ADA) compliance
- For this project, all contact lists and materials created by the offeror are the property of the State of Alaska. At the end of the contract period or when requested, the offeror will provide a jump drive or hard drive of all files in their original format.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract, with established rates being used for project budget development throughout the duration of this contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is statewide across Alaska.

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 2 person(s) to make 1 trip(s) to Anchorage in the fall of 2025 and every odd year for the in-person conference (Deliverable 6).

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

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

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

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

SEC. 3.08 SUBCONTRACTORS

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

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 MANDATORY REQUIREMENTS**.

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

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

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

SEC. 3.09 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

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 or subcontractors 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 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 in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

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

SEC. 3.14 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 Health or the Commissioner's designee.

SEC. 3.15 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 general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.16 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. 3.17 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 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. 3.18 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 of the remaining work.

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

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

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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

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

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		
Submittal Form B – Experience and Qualifications	**NO**	**5**
Submittal Form C – Understanding of the Project	**NO**	**5**
Submittal Form D – Methodology Used for the Project	**NO**	**10**
Submittal Form E – Management Plan for the Project	**NO**	**5**
Submittal Form F – Mandatory Requirements		
Submittal Form G – Subcontractors		
Submittal Form H – Cost Proposal		

Any Submittal Form that is being evaluated and does not follow these instructions may receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

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

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

a) the laws of the State of Alaska;

b) the applicable portion of the Federal Civil Rights Act of 1964;

c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

e) all terms and conditions set out in this RFP;

f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

a) The complete name and address of offeror’s firm along with the offeror’s Tax ID.

b) Information on the person the state should contact regarding the proposal.

c) Names of critical team members/personnel.

d) Addenda acknowledgement.

e) Conflict of interest statement.

f) Federal requirements.

g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on 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 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 work will be performed.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

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

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

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

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the offeror is and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

Offerors must complete and submit this Submittal Form. Proposed costs per deliverable must be all inclusive costs to include all direct and indirect costs associated with the performance of the deliverable, including, but not limited to, personnel services, direct expenses, payroll, supplies, and overhead costs (where applicable). The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	**Weight**
Responsiveness	Pass/Fail

Qualifications Criteria		**Weight**
Experience and Qualifications	(Submittal Form B)	150
Understanding of the Project	(Submittal Form C)	50
Methodology Used for the Project	(Submittal Form D)	200
Management Plan for the Project	(Submittal Form E)	100
	Total	500

Cost Criteria		**Weight**
Cost Proposal	(Submittal Form H)	400
	Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The total number of points used to score this proposal will be 1,000.

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member and assign score within the range of points available. Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (150 POINTS - 15%)

Proposals will be evaluated against the questions set out below:

The offeror should include resumes of all key project staff. These resumes should be complete, and not brief bios. If new staff will be hired for key positions, the offeror should include a description of the position. The offeror should include at least two letters of reference from previous clients. If a subcontractor will perform work on the contract, please include details as the subcontractor personnel and firm will be considered when scoring the experience and qualifications section. NOTE: Resumes and job descriptions will not be counted towards the page limit.

1) Questions regarding the personnel:

a) How relevant to this project is the experience of the individuals assigned to the project? Do they indicate experience providing school-health trainings and technical assistance to educators, facilitating groups/coalitions, and developing school-health related policies, standards or guidelines? (**50 pnts**)

b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? To what extent do resumes indicate experience providing training and technical assistance to improve the health, academic achievement, and emotional well-being of school-age children and adolescents through improvements in nutrition, physical activity, the management of chronic conditions, and/or addressing the mental health and emotional needs of students (**50 pnts**)

c) How extensive is the applicable education and experience of the personnel designated to work on the project? (**10 pnts**)

d) How relevant to this RFP are the letters of reference from previous clients? (**20 points**)

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? (**10 pnts**)

b) How successful is the general history of the firm regarding timely and successful completion of projects? (**10 pnts**)

SEC. 5.05 UNDERSTANDING OF THE PROJECT (50 POINTS - 5%)

This portion of the offeror's proposal will be evaluated against the following questions. The offeror should include a draft work plan and timeline/Gantt chart for year one to demonstrate their understanding of the project. The work plan and timeline/Gantt chart will not count towards the page limit.

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? (**10 pnts**)

2) How well has the offeror identified pertinent issues and potential problems related to the project? (**10 pnts**)

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide? (**10 pnts**)

4) How well has the offeror demonstrated an understanding of the state's time schedule by including a draft work plan and timeline/Gantt chart for year one? How reasonable is the timeline? (**20 pnts**)

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (200 POINTS - 20%)

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

1) How well did the offeror describe how they will develop a training and technical assistance plan for Alaska Healthy School District partner teams? (**10 pnts**)

2) How well did the offeror describe how they plan, conduct and evaluate school health related trainings for Alaskan educators and education-serving agencies? (**30 pnts**)

3) How well did the offeror describe how they will coordinate and facilitate technical assistance videoconference calls with individual school partnership teams to offer follow-up support to trainings and support in developing and implementing school site level action plans? (**10 pnts**)

4) How well did the offeror describe how they will host an easy-to-navigate and ADA compliant site for training recordings and materials? (**10 pnts**)

5) How well did the offeror describe how they plan to organize and facilitate quarterly School Health Collaborative meetings, ad hoc school health meetings as identified or community of practices that address specific school health topics? (**20 pnts**)

6) How well did the offeror describe their process to conduct technical and scientific writing and editing about school topics, such as fact sheets, reports, applications, and tool kits? (**20 pnts**)

7) How well did the offeror describe how they will utilize a team approach to develop or revise school health related policies, standards or guidelines? How well did they describe pertinent issues and steps to mitigate potential problems during the process? (**30 pnts**)

8) How well did the offeror describe how they would coordinate professional development support for partner agencies including securing trainers, providing travel, or fiscal support to partners? (**10 pnts**)

9) How well did the offeror describe how they would organize, facilitate, and coordinate a state level school health and wellness conference? (**30 pnts**)

10) How well did the offeror describe how they will keep current on on new and revised resources released by the CDC and CDC Healthy Schools partner agencies? (**10 pnts**)

11) How well did the offeror describe overall project planning, communication, resource management, documentation and reporting necessary for project management and administration? (**20 pnts**)

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (100 POINTS - 10%)

Proposals will be evaluated against the questions set out below:

The offeror should include an organization chart of all project staff, including subcontractors, to show lines of authority, communication and organizational structure. NOTE: Organization charts will not be counted towards the page limit.

1) How well does the offeror's explanation of the role of the staff involved in the project align with the tasks and deliverables of the RFP? (**20 pnts**)

2) How well does the offeror explain the accountability of the project staff and subcontractors? (**20 pnts**)

3) How well does the offeror clearly define the communication among the project staff, subcontractors and the state's Project Manager? (**20 pnts**)

4) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP? (**10 pnts**)

5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract? (**10 pnts**)

6) How likely is it that the offeror can meet the schedule set out in the RFP? (**10 pnts**)

7) How well has the offeror identified additional tasks not listed in the RFP that are necessary to meet the objectives? (**10 pnts**)

SEC. 5.08 CONTRACT COST (COST PROPOSAL) (400 POINTS - 40%)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

[(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. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

http://doa.alaska.gov/dgs/pdf/pref1.pdf

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business'

or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

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

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

SEC. 5.11 ALASKA VETERAN PREFERENCE

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

A. sole proprietorship owned by an Alaska veteran;
B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification

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

SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

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

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

Step 3

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

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

Offeror #3 is the top scoring offeror.

SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is

non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.04 QUALIFIED OFFERORS

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

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

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

SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.07 HUMAN TRAFFICKING

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

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

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

SEC. 6.08 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement

officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

SEC. 6.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.10 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror’s request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 6.11 ASSIGNMENT

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

SEC. 6.12 DISPUTES

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

SEC. 6.13 SEVERABILITY

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

SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 SITE INSPECTION

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

SEC. 6.17 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.18 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.19 CONTRACT NEGOTIATION

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

SEC. 6.20 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.21 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the 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.

SEC. 6.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 7. ATTACHMENTS

1. Attachment 1 - Submittal Forms A-G
   - Submittal Form A – Offeror Information
   - Submittal Form B – Experience and 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 – Mandatory Requirements
   - Submittal Form G - Subcontractors
2. Attachment 2 - Submittal Form H – Cost Proposal
3. Attachment 3 - Example Standard Agreement General Provisions, Appendix A