

STATE OF ALASKA REQUEST FOR PROPOSALS



PHYSICAL ACTIVITY AND NUTRITION EARLY CARE AND EDUCATION WORK GROUP SUPPORT

RFP 2025-1600-0040 – 1624-038

ISSUED AUGUST 21, 2024

THE ALASKA DEPARTMENT OF HEALTH PHYSICAL ACTIVITY AND NUTRITION UNIT IS SEEKING CONTRACTOR SERVICES TO FACILITATE THE EARLY CARE AND EDUCATION COALITION, CURRENTLY CALLED THE ALASKA ALLIANCE FOR HEALTHY KIDS-EARLY CARE AND EDUCATION WORK GROUP, TO ESTABLISH AND MEET GOALS TO IMPROVE NUTRITION, PHYSICAL ACTIVITY, AND BREASTFEEDING STANDARDS AND FARM-TO-EARLY CARE AND EDUCATION EVIDENCE-BASED PRACTICES IN EARLY CARE AND EDUCATION SYSTEMS.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC HEALTH

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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.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of **HEALTH**, Division of **PUBLIC HEALTH**, Physical Activity and Nutrition unit is seeking contractor services to facilitate the early care and education coalition, currently called the Alaska Alliance for Healthy Kids- Early Care and Education Work Group, to establish and meet goals to improve nutrition, physical activity, and breastfeeding standards and Farm-to-Early Care and Education evidence-based practices in Early Care and Education systems. The contractor will ensure quarterly meetings are organized and lead the members in strategic action planning and coalition assessments. The contractor will facilitate the assessment of statewide Early Care and Education systems to identify needs and implement priority collaborative projects to improve nutrition and physical activity in the early childhood and education setting. The contractor will assist with efforts to diversify the Work Group to include community partners and Early Care and Education providers serving families with low incomes and/or in priority rural regions.

SEC. 1.02 BUDGET

The Alaska Department of Health Physical Activity and Nutrition unit estimates a budget of between **\$150,000.00** and **\$200,000.00** dollars for completion of this 10-year project. Proposals priced at more than **\$200,000.00** will be considered non-responsive.

SPECIAL NOTE: Contract period 1 (approximately **October 14, 2024** to **October 1, 2025**) the budget is limited to **\$15,000**.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** prevailing Alaska Time on **SEPTEMBER 18, 2024**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form F – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification.

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 and least ten days before the deadline for receipt of proposals. 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.

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments. 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 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

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 above email address to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released	1:00 pm	8/21/2024

Deadline to Submit Questions	11:59 pm	9/6/2024
Deadline for Receipt of Proposals / Proposal Due Date	2:30 pm	9/18/2024
Proposal Evaluations Complete	5:00 pm	10/2/2024
Notice of Intent to Award	1:00 pm	10/4/2024
Contract Issued	1:00 pm	10/14/2024

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

Too many Alaskan children are growing up at an unhealthy weight. One of three Alaskan three-year-olds (38%) is overweight or obese. Inactivity is common among this age group with 73% having an hour or more of screen time (watching television, videos, movies, or playing video games) daily. While sugary drink consumption is improving, it continues to remain high: three-year-olds living in the northern (74%) and southwest (70%) regions are significantly more likely than those in other regions (14%-28%) to drink one or more sugary drinks every day.¹

Next to families, early care and education (ECE) settings have more influence on the lives of young children than any other environment. In Alaska, nearly 39,000 children under the age of six are in the care of someone other than their parents. Early Care and Education sites—child care centers, day care homes, Head Start programs, preschool, and pre-kindergarten programs—can provide a healthy environment that supports and encourages healthy eating, active play, and reduced screen time to help young children be healthy and ready to learn, grow up at a healthy weight, and develop healthy habits for life.²

In an effort to combat rates of childhood obesity, the Department of Health, Physical Activity and Nutrition Unit supports a coalition, currently called the Alaska Alliance for Healthy Kids-Early Care and Education Work Group, to plan and coordinate early childhood obesity prevention efforts around the state. The work group is comprised of key Early Care and Education organizations with the goal of improving the nutrition and physical activity environment in early care and education settings so all children can grow up healthy and at a healthy weight. Current members include representatives from thread; the Alaska Child Care Program Office (CCPO); the Child and Adult Care Food Program (CACFP); state and local Head Start programs; the Alaska Department of Education and Early Development Farm to School/Early Care and Education Programs; the Alaska Women, Infants and Children Program (WIC), the University of Alaska; and the Alaska Women's, Children's and Family Health (WCFH).

The work group serves as the Alaska Go Nutrition and Physical Activity Self-Assessment for Child Care (Go NAPSACC) Advisory Board.³ The group works to identify gaps and ensure integration of nutrition, physical activity, and breastfeeding (NPAB) standards and farm to ECE (FTECE) best practices in statewide ECE systems.⁴ System-level changes in areas such as licensing, early learning standards, and statewide technical assistance networks, have the greatest potential for statewide impact.

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

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)

References and Resources:

1. Alaska Department of Health and Social Services. Alaska Physical Activity, Nutrition and Obesity Facts Report – 2020. Anchorage, Alaska: Section of Chronic Disease Prevention and Health Promotion, Division of Public Health. November 2020.
https://health.alaska.gov/dph/Chronic/Documents/Obesity/pubs/2020_AKPANFacts.pdf.
2. Child Care Aware, 2020 State Fact Sheet Alaska:
https://info.childcareaware.org/hubfs/2020%20State%20Fact%20Sheets/Alaska-2020StateFactSheet.pdf?utm_campaign=Picking%20Up%20The%20Pieces&utm_source=Alaska%20SFS
3. University of North Carolina, Go Nutrition and Physical Activity Self-Assessment for Child Care (Go NAPSACC): <https://gonapsacc.org/>
4. Centers for Disease Control and Prevention, State Obesity Prevention Efforts Targeting the Early Care and Education Setting: https://www.cdc.gov/obesity/strategies/early-care-education/pdf/ECE_2018_QuickStartActionGuide_April2018_508.pdf

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 GOALS AND OBJECTIVES

Facilitate the Alaska Alliance for Healthy Kids Early Care and Education Work Group to identify gaps and ensures integration of nutrition, physical activity, and breastfeeding standards and Farm-to- Early Care and Education evidence-based practices in statewide early care and education systems, activities and training plans.

SEC. 3.02 SCOPE OF WORK

The successful contractor will support the early care and education coalition, currently called the Alaska Alliance for Healthy Kids-Early Care and Education Work Group, to establish and meet goals to improve nutrition, physical activity, and breastfeeding standards and Farm-to-Early Care and Education evidence-based practices in Early Care and Education systems.

1. Work Group Meeting Support.

- a) **Virtual.** Work with the State of Alaska Project Coordinator annually to establish dates and host 3 virtual meetings (1-2 hours in length each). In years when the in-person meeting does not occur, host a 4th virtual meeting. With input from the Project Coordinator, provide participation supports, prepare meeting agendas and materials, facilitate meetings, take meeting minutes, and follow up with minutes and document decisions. Facilitate discussion towards implementing priority projects each meeting with the goal of action.
- b) **In-Person Support.** Starting in the second year fo the contract and every other year thereafter, work with the State of Alaska Project Coordinator to establish dates, schedule and host one half-day in-person meeting following or prior to a statewide early childhood conference/training. With input from the Project Coordinator, provide participation supports, secure location, prepare meeting agendas and materials, facilitate meetings including technologoyt, take meeting minutes, and follow up with minutes and document decisions. Facilitate discussion towards implementing priority projects each meeting with the goal of action.

2. Support Work Group Priority Projects. Specific activities under this deliverable will vary from year to year. Contractor will work with Project Coordinator to identify mutually agreed upon annual activities under this deliverable. Example projects include, but are not limited to: Developing and maintaining early care and education plans and assessments. Facilitating the group to identify and prioritize activities, persons and/or agencies responsible for implementation, resources available, timeline and evaluation measures. In year one of the contract this will be to maintain and update the Work Group’s activity and training plan for implementing Alaska’s Go Nutrition and Physical Activity Self-Assessment for Child Care and improving obesity prevention efforts in early care and education centers and updating the Centers of Disease Control and Prevention Spectrum of Opportunity assessment for Alaska; and other plans and assessment that emerge.

3. Training and travel. Support work group attendance of Early Care and Education providers annually. Every other year, coordinate travel (including booking airfare, hotel, rental car; and providing per diem) for the in-person meeting. Periodically, secure expert consultation, training and technical assistance as needed.

4. Manage Project. Conduct quarterly project reporting to submit to Project Coordinator. Invoice for services provided. Participate in meetings with Project Coordinator for regular project updates and planning.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables, and all must be completed annually by the end of the contract year:

Meet with the state's Project Coordinator within the first two weeks of the award to review details of the contract and develop an annual work plan.

1. Work group meeting support

- a. A detailed one-year work plan for the contractor will be provided to the Project Coordinator within two weeks of the first meeting. A new/updated annual work plan will be submitted each contract year thereafter.
- b. In the first year of the contract, and then every other year thereafter, schedule and host four (4) virtual meetings (1-2 hours in length each).
- c. Starting in the second year of the contract and every other year thereafter schedule and host three (3) virtual meetings (1-2 hours in length each) and half-day in-person meeting following or prior to a statewide early childhood conference/training.
- d. Work with the Project Coordinator to develop each meetings' agendas, and prepare materials and handouts; send to work group members at least one week prior to each meeting. Facilitate the work group meetings by preparing for each meeting (agenda, virtual platform, locations, technology, calendar invites, etc) and by ensuring accurate meeting minutes and keeping a current membership contact list. Follow up with minutes and decisions made. Send minutes to Project Coordinator one week post meeting. Facilitate work group discussions towards implementing priority projects.

2. Support Work Group Priority Projects:

- a. Create and provide an annual Early Care and Education Work Group activity and training plan.
- b. Provide an annual completed Centers of Disease Control and Prevention Spectrum of Opportunity assessment.⁴
- c. Develop and maintain other plans and assessment that are identified through the planning process.

3. Training and travel

- a. Annually, the contractor should budget \$3,000 to fund up to 5 (five) Early Care and Education providers who participate as members of the work group for their meeting and preparation time.
- b. Every year the in-person meeting occurs, the contractor should budget \$5,000 in travel for up to six (6) Alaska-based members to attend the in-person meeting. Reimbursement will be based on State of Alaska travel rules
- c. In the third year of the contract, the contractor should budget \$5,000 to secure and fund a national level early care and education expert(s) and/or consultant(s) to travel to Alaska to provide in-person training and technical assistance to the work group and/or early care and education providers.

4. **Manage project**

- a. Provide quarterly reports on deliverable activities and invoices for completion of deliverables.
- b. Participate in meetings with Project Coordinator for regular project updates and planning

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **OCTOBER 14, 2024**, for approximately **10 YEARS** until completion, approximately **OCTOBER 1, 2034**.

The approximate contract schedule is as follows:

First contractor work period **OCTOBER 14, 2024** to **OCTOBER 1, 2025**,

Contractor submits first draft **OCTOBER 3, 2025**,

First draft review by state **OCTOBER 4** to **OCTOBER 7, 2025**,

Draft back to contractor for revision as required **OCTOBER 8** to **OCTOBER 9, 2024**, Contractor submits final report **OCTOBER 10, 2024**.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the State and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

SEC. 3.05 CONTRACT TYPE

This contract is a **FIXED PRICE** Professional Services Contract.

SEC. 3.06 PAYMENT PROCEDURES

. The billings and reporting schedule will be mutually agreed upon by the Project Director and contractor. Each incremental payment will be made after **DELVIERABLES AS OUTLINED IN THE WORK PLAN IN 3.03.6, ABOVE** has been completed and approved by the project director. The final payment will not be made until the entire contract; including **FINAL REPORTS** are completed and approved by project director.

SEC. 3.07 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. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed **IS THE CONTRACTOR'S LOCATION**

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

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

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 Submittal Form F – Mandatory Requirements. **Offerors must be specific in Submittal Form F as to which subcontractor(s) defined in Submittal Form G – Subcontractors they are citing to meet the specific requirement listed in Submittal Form F.**

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

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

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

SEC. 3.10 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 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, with a minimum font size of 12. 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.

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). The organizational chart, resumes, schedule, and letters of reference may be included in an appendix and will not count as part of the page limit.

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

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

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

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

By signature on the form, the offeror certifies they comply with the items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

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 provide this information may cause the proposal to be determined to non-responsive and rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, their experience and qualifications related to the project, the methodology and management plan they will use to achieve the deliverables the state expects. Offers must provide a detailed organizational chart, resumes for all staff assigned to the project, project schedule, and three letters of reference from previous clients.

NOTE: Offerors' response should abide by up to the maximum page limit in the "Submittal Form" table above in Section 4.02s, and be 12-point font. The organizational chart, resumes, schedule, and letters of reference may be included in an appendix and will not count as part in the page limits stated in the above table of Sec. 4.02.

Proposals will be evaluated against the questions set out below:

- 1. Questions regarding the personnel:
 - a. Do the individuals assigned to the project have experience on similar projects? Did the offeror provide solid examples of how the individuals assigned to the project have experience on similar projects.
 - b. Are resumes complete for all individuals assigned to the project, and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
 - c. How extensive is the applicable education and experience of the individuals assigned to work on the project?
 - d. Did the offeror provide solid examples of how the individuals assigned to the project have experience in facilitating meetings in a manner that effectively responds to race, ethnicity, age, gender identity, cultural practices, sexual orientation, socioeconomic status, educational background and language?
- 2. Questions regarding the firm:
 - a. How well did the offeror describe their experience working with government agencies and community coalitions in Alaska? How relevant is their list of previous government agencies and coalitions?

- b. How well did the offeror describe their experience providing administrative support, planning, and facilitation of coalitions? Does the offeror have experience with ECE providers or ECE systems agencies?
- c. How well did the offeror describe their experience in working with a group to develop strategic and action plans? How strong are the examples of previously developed strategic and action plans?
- d. How well did the offeror describe their experience conducting assessments? How strong are the examples of assessments the offeror has previously developed?

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form 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 detail that demonstrates their understanding of the requirements of the project and how Proposals will be evaluated against the questions set out below:

- 1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2. To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to provide.
- 3. How well does the offeror demonstrate an understanding of the steps necessary to lead the proposed coalition or work group?
- 4. How well does the offeror demonstrate an understanding of a statewide strategic planning process and the action planning process?
- 5. Has the offeror demonstrated an understanding of the State's time schedule and that they can meet it?
- 6. How well has the offeror identified pertinent issues and potential problems related to the project?

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

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

Proposals will be evaluated against the questions set out below:

- 1. How well has the offeror demonstrated the ability to work independently and in a respectful manner?
- 2. How well does the offeror explain the logical steps necessary to execute a comprehensive assessment of Early Care and Education systems in Alaska?
- 3. How well has the offeror explained the logical steps necessary to organize and facilitate this coalition or work group to achieve the desired outcomes?
- 4. How well does the offeror explain the logical steps necessary to recruit the various members of the coalition or work group?
- 5. How well does the offeror explain the logical steps necessary for developing and evaluating a strategic plan?
- 6. How well does the offeror address social determinants of health in their discussion of the achieving the deliverables of this project?

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

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

Proposals will be evaluated against the questions set out below:

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined for all of the project deliverables?
3. How well does the management plan illustrate the lines of authority and communication?
4. Does it appear that the offeror can meet the schedule set out in the RFP?
5. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. To what extent has the offeror identified potential problems?
7. How relevant are the three letters of reference from previous clients?

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form 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.

1. Three (3) years' experience in the past five (5) years of meeting planning and facilitation
2. Three (3) years' experience in the past five (5) years in the field of strategic and action planning, emphasizing action plan implementation and evaluation
3. Two (2) years' experience in the past five (5) years working with early education, childcare, or young children's (0-5 year-olds) issues

NOTE: Submittal Form F requires a written answer to support the check box. Failure to provide a written answer may result in the Procurement Officer determining that the Offeror is non-responsive and disqualifying the proposal.

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 must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail
Mandatory Requirements Compliance (Submittal Form F)	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	150
Understanding of the Project	(Submittal Form C)	100
Methodology Used for the Project	(Submittal Form D)	125
Management Plan for the Project	(Submittal Form E)	125
Total		500

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

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

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

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

Example (Maximum Points Available for the Section = 100):

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

Offeror 1 was awarded 75 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (30)} \times 2.5 = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (20)} \times 2.5 = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (40) x 2.5 = Points Awarded (100)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

Proposals will be evaluated against the questions set out below:

1. Questions regarding the personnel:
 - a. Do the individuals assigned to the project have experience on similar projects? Did the offeror provide solid examples of how the individuals assigned to the project have experience on similar projects.
 - b. Are resumes complete for all individuals assigned to the project, and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
 - c. How extensive is the applicable education and experience of the individuals assigned to work on the project?
 - d. Did the offeror provide solid examples of how the individuals assigned to the project have experience in facilitating meetings in a manner that effectively responds to race, ethnicity, age, gender identity, cultural practices, sexual orientation, socioeconomic status, educational background and language?
2. Questions regarding the firm:
 - a. How well did the offeror describe their experience working with government agencies and community coalitions in Alaska? How relevant is their list of previous government agencies and coalitions?
 - b. How well did the offeror describe their experience providing administrative support, planning, and facilitation of coalitions? Does the offeror have experience with ECE providers or ECE systems agencies?
 - c. How well did the offeror describe their experience in working with a group to develop strategic and action plans? How strong are the examples of previously developed strategic and action plans?
 - d. How well did the offeror describe their experience conducting assessments? How strong are the examples of assessments the offeror has previously developed?

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to provide.
3. How well does the offeror demonstrate an understanding of the steps necessary to lead the proposed coalition or work group?

4. How well does the offeror demonstrate an understanding of a statewide strategic planning process and the action planning process?
5. Has the offeror demonstrated an understanding of the State's time schedule and that they can meet it?
6. How well has the offeror identified pertinent issues and potential problems related to the project?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

1. How well has the offeror demonstrated the ability to work independently and in a respectful manner?
2. How well does the offeror explain the logical steps necessary to execute a comprehensive assessment of Early Care and Education systems in Alaska?
3. How well has the offeror explained the logical steps necessary to organize and facilitate this coalition or work group to achieve the desired outcomes?
4. How well does the offeror explain the logical steps necessary to recruit the various members of the coalition or work group?
5. How well does the offeror explain the logical steps necessary for developing and evaluating a strategic plan?
6. How well does the offeror address social determinants of health in their discussion of the achieving the deliverables of this project?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined for all of the project deliverables?
3. How well does the management plan illustrate the lines of authority and communication?
4. Does it appear that the offeror can meet the schedule set out in the RFP?
5. Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. To what extent has the offeror identified potential problems?
7. How relevant are the three letters of reference from previous clients?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

*$\$40,000$ 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:

- <https://oppm.doa.alaska.gov/media/1453/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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference Certification Form

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

SEC. 5.11 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.12 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 5.13 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. 5.14 METHOD OF AWARD

Contracts will be awarded to the offeror deemed most advantageous.

SEC. 5.15 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 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

SEC. 6.05 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. 6.06 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.07 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. 6.08 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. 6.09 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. 6.10 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. 6.11 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 procurement officer does so, and if the procurement 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 procurement 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. 6.12 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. 6.13 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. 6.14 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. 6.15 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. 6.16 SOLICITATION ADVERTISING

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

SEC. 6.17 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. 6.18 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. 6.19 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. 6.20 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 selected offeror:

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

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

SEC. 6.21 FEDERALLY IMPOSED TARIFFS

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

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

or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

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

SEC. 6.22 PROTEST

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

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

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

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

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

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

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

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

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal
- 2) Submittal Forms A – H
- 3) Standard Agreement Form - Appendix A
- 4) HIPAA BAA