

# STATE OF ALASKA REQUEST FOR PROPOSALS



## PRODUCE INCENTIVE AND FOOD IS MEDICINE RESOURCE AND COORDINATING AGENCY PROGRAMS

RFP 2025-1600-0130

ISSUED JANUARY 8, 2025

THE ALASKA DEPARTMENT OF HEALTH, PHYSICAL ACTIVITY AND NUTRITION UNIT IS SEEKING A CONTRACTOR TO SERVE AS THE ALASKA RESOURCE AND COORDINATING AGENCY FOR PRODUCE INCENTIVE AND FOOD IS MEDICINE PROGRAMS WITH AN INITIAL FOCUS ON FRUIT AND VEGETABLE INCENTIVES AND PRODUCE PRESCRIPTION PROGRAMS.

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ISSUED BY:

DEPARTMENT OF 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 main objective of this project is to implement activities that coordinate the development, uptake and expansion of Produce Incentive and Food is Medicine programs with an initial focus on Fruit and Vegetable Voucher Incentives and Produce Prescription Programs (FVVI-PPP). These activities should lead to increased availability of resources;; increased access to healthier foods, and increased consumption of produce and healthier foods. The long-term outcomes of this project are increased availability and access to produce and healthy foods for low-income families or those at nutritional risk, and, ultimately, more Alaskans who are food and nutrition secure, living at a healthy weight and better able to manage their chronic conditions.

### SEC. 1.02 BUDGET

Department of Health (DOH), Division of Public Health (DPH), estimates a budget of between \$695,000.00 and \$750,000.00 dollars for completion of this ten-year project. While proposals in excess of this budget will not be considered non-responsive, offerors are expected to be competitive and take the budget into consideration when developing their cost proposals.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:30 p.m.** prevailing Alaska Time on **February 7, 2025**. 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](mailto: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 p.m.	1/8/2025
Deadline to Submit Questions	11:59 p.m.	1/29/2025
Deadline for Receipt of Proposals / Proposal Due Date	2:30 p.m.	2/7/2025
Proposal Evaluations Complete	4:30 p.m.	2/26/2025

Notice of Intent to Award	12:00 p.m.	3/6/2025
Contract Issued	12:00 p.m.	3/25/2025

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

Nutrition security means all Americans and Alaskans have consistent and equitable access to healthy, safe, affordable foods essential to optimal health and well-being. Poor nutrition is a leading cause of illness in the United States, associated with more than half a million deaths per year. It is linked with increased risk of obesity, diabetes, and heart disease as well as broader impacts including higher health care costs and decreased productivity [1].

Healthy food, especially fruit and vegetable intake, has been linked to improved health and well-being including weight loss and reduced risks of type 2 diabetes, stroke, cardiovascular disease, cancer, and all-cause mortality [2]. Despite the benefits of fruits and vegetables, only 27% of children and 16% of Alaska adults meet the recommended daily intake of fruits and vegetables, respectively [3].

#### **Nutrition Insecurity and Chronic Disease in Alaska**

Numerous (12.8%) Alaskans experience food insecurity [4]. This increases the risk of chronic illness. Many Alaskan adults have diet-related health conditions: 68% are overweight or obese; 31% have high blood pressure; 27% have high cholesterol; 8% have diabetes; and 5% have heart disease [5].

#### **Nutrition Security Evidence-based Solutions**

Improving nutritional status of the population and individuals requires a spectrum of programs and services that include federal level policies, population-based initiatives and individual clinical-based services such as medically tailored meals.

#### **Population-level Healthy Food Policies and Nutrition Security Programs**

The Nutrition Security Pyramid (Figure 1) provides a way to illustrate this continuum starting with population-level healthy food policies and programs such as the Farm Bill, Federal Smart Snacks in Schools and Federal Food Service Guidelines. Proper implementation of these policies results in the healthier food options for a large portion of the population.

The next level of the pyramid focuses on programs specifically addressing food and nutrition security such as the Supplemental Nutrition Assistance Program (SNAP), Women Infant and Children (WIC), school meal programs [such as National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack Program, Summer Food Service Program], Child and Adult Care Food Program (CACFP), senior meals or senior meal delivery programs such as Meals on Wheels.

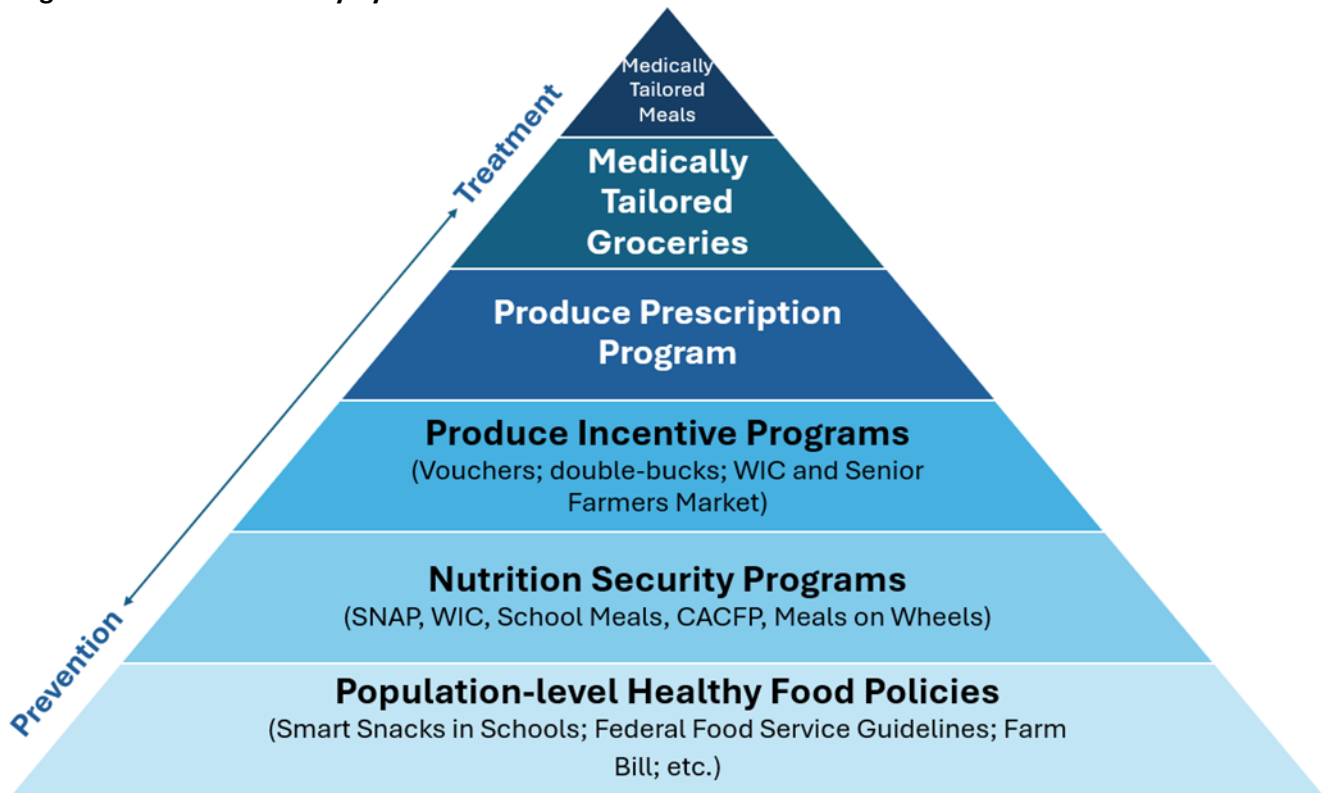
#### **Produce Incentives Programs**

The Produce Incentive Programs layer of the pyramid focuses on fruit and vegetable incentives that can be integrated within the lower levels of the pyramid or operate as a stand-alone program. Example of these types of programs include cash-equivalent vouchers; spend \$10 on fruits and vegetables get \$10 more to spend (double-bucks); vouchers for Farmers Markets or produce boxes.

The Community Preventive Services Task Force (CPSTF) recommends fruit and vegetable incentive programs for households with lower incomes based on strong evidence of effectiveness in reducing household food insecurity and increasing household fruit and vegetable consumption [6].

With the proper investment of resources there is ample opportunity to expand the reach of programs in Alaska that serve people in their communities.

**Figure 1: Nutrition Security Pyramid**



Source: Adapted from Dariush Mozaffarian et al., A Food is Medicine approach to achieve nutrition security and improve health, 28 *Nature Medicine* 2238 (Nov. 2022), <https://doi.org/10.1038/s41591-022-02027-3>

### Food is Medicine

The top three layers of the Pyramid – Produce Prescription Programs, Medically Tailored Groceries and Medically Tailored Meals – are the Food is Medicine components. Food is Medicine services rest on the foundation of broader policies and programs that exist outside of the healthcare system, such as produce incentives, nutrition security programs and population-level healthy food policies, which serve as the basis for society-wide access to healthy foods.

All components of the pyramid have been shown to improve nutrition security and consumption of healthy food including fruits and vegetables. Additionally, evidence continues to emerge that these interventions have the potential to improve disease management (e.g., diabetes control) and avert long-term negative health outcomes, such as cardiovascular events. With a growing national attention to “Food is Medicine” and the connection between food, health, and social determinants of health, opportunities to expand these programs are growing [7].

With the proper investment of resources there is ample opportunity to expand the reach of Food is Medicine programs in Alaska and serve people in their communities to improve nutrition security and improve health.



## Alaska's Produce Incentive and Prescription Programs

Over the past decades, innovative programs have emerged that aim to increase affordability of fresh food at farmers markets for those who need it most. Alaska has several existing produce voucher and prescription programs, including the long-established WIC and senior farmer's market program, as well as newer programs, such as the Alaska Farmers Market Association "Market Match" program [8].

The Yukon-Kuskokwim Health Corporation runs a produce prescription program in the Yukon– Kuskokwim Delta. Since 2019, the program has received federal funding to provide Supplemental Nutrition Assistance Program and/or Medicaid eligible adults who have prediabetes, diabetes, and/or gestational diabetes with vouchers to purchase fruits and vegetables.

With the proper investment and support there is ample opportunity in Alaska to increase the uptake and expansion of these programs to increase fruit and vegetable intake, increase nutrition security and improve the management of chronic conditions.

### Evidence-based recommendations, resources and strategies documents.

This project will follow the Centers for Disease Control and Prevention and other credible agencies evidence-based recommendations, resources and strategies. Much of this information and links to resources are available on these weblinks.

- <https://www.cdc.gov/nutrition/php/incentives-prescriptions/index.html>
- <https://www.cdc.gov/nutrition/php/incentives-prescriptions/essential-components.html>
- <https://www.cdc.gov/nutrition/php/public-health-strategy/voucher-incentives-produce-prescriptions.html>
- The Community Guide: Fruit and Vegetable Incentive Programs: <https://thecommunityguide.org/news/cpstf-recommends-fruit-vegetable-incentive-programs.html>
- Food is Medicine: A State Medicaid Policy Toolkit: [https://fimcoalition.org/wp-content/uploads/2024/07/Food-is-Medicine-A-State-Medicaid-Policy-Toolkit\\_Final-July-2024-1.pdf](https://fimcoalition.org/wp-content/uploads/2024/07/Food-is-Medicine-A-State-Medicaid-Policy-Toolkit_Final-July-2024-1.pdf)
- Food is Medicine Coalition: <https://fimcoalition.org/>
- Alaska Food Strategy Task Force (2023 Report): <https://alaska-food-security-and-independence-1-1-soa-dnr.hub.arcgis.com/>
- Centers for Disease Control and Prevention, Food is Medicine: A Project to Unify and Advance Collective Action: <https://health.gov/our-work/nutrition-physical-activity/food-medicine>

### Current Definition for Produce Incentive and Prescription Programs

Improving the national nutrition security is an emerging and evolving practice. Terminology is shifting rapidly to better match the evidence base that is building. The following are the currently accepted definitions.

- Voucher incentive programs for fruits and vegetables - provide coupons or cash incentives that consumers can use at the point of purchase. The programs support individuals at risk for food and nutrition insecurity. People can use incentives to help pay for fruits and vegetables at various locations—including farmers markets, mobile markets, or grocery stores. Incentive models may include:
  - o Point-of-sale discounts (percentage off regular price).
  - o Rebates (cash back for future purchases).
  - o Matches (money tied to the dollar amount spent).

- o Subsidies (a fixed amount of money available to purchase fruits and vegetables).
- Produce prescriptions for fruits and vegetables - are a way to support the nutritional needs of patients with food insecurity in a health care setting. Health care professionals write produce prescriptions for patients. Patients can use the prescriptions either in the health care setting or in their community.

### Health Equity and Cultural Humility

Health Equity and Cultural Humility are core values of the State of Alaska Section of Chronic Disease Prevention & Health Promotion (CDPHP) which coordinates this project. 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 by 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)
- **Food and Nutrition Security** - means having reliable access to enough high-quality food to avoid hunger and stay healthy. Improving access to nutritious food supports overall health, reduces chronic diseases, and helps people avoid unnecessary health care.

### References:

1. USDA Food and Nutrition Security. [<https://www.usda.gov/nutrition-security> ]
2. Community Preventive Services Task Force Community Guide. <https://thecommunityguide.org/news/cpstf-recommends-fruit-vegetable-incentive-programs.html>
3. Alaska Behavioral Risk Factor Surveillance System (BRFSS). [<https://alaska-dph.shinyapps.io/BRFSS/> ].
4. Feeding America Food Insecurity among populations [<https://map.feedingamerica.org/county/2022/overall/alaska>]

5. Alaska Chronic Disease Facts: 2023 Brief Report, Alaska Department of Health (Aug. 2023)  
[[https://content.govdelivery.com/attachments/AKDHSS/2023/09/27/file\\_attachments/2629164/2023\\_CDBriefReport.pdf](https://content.govdelivery.com/attachments/AKDHSS/2023/09/27/file_attachments/2629164/2023_CDBriefReport.pdf)]
6. Community Preventive Services Task Force Community Guide [<https://thecommunityguide.org/news/cpstf-recommends-fruit-vegetable-incentive-programs.html>]
7. Food is Medicine Coalition (FIMC), Emerging Research, <https://fimcoalition.org/research/emergingresearch/>  
(last visited Jun. 17, 2024)
8. Alaska Farmers Market Association, “Food Access at Farmers Markets”:  
<https://alaskafarmersmarkets.org/food-access-and-food-assistance-programs/>

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 GOALS AND OBJECTIVES

**Project goal: coordinate and advance local and statewide produce incentive and Food is Medicine initiatives.**

The main objective of this project is to implement activities that coordinate the development, uptake and expansion of produce incentive and Food is Medicine programs with an initial focus on fruit and vegetable voucher incentives and produce prescription programs. These activities should lead to increased availability of resources for fruit and vegetables incentives, produce prescription and other Food is Medicine programs; increased access to healthier foods; and increased consumption of produce and healthier foods. The long-term outcomes of this project are increased availability and access to produce and healthy foods for low-income families or those at nutritional risk, and, ultimately, more Alaskans who are food and nutrition secure, living at a healthy weight and better able to manage their chronic conditions.

### SEC. 3.02 SCOPE OF WORK

The successful contractor will:

1. Coordinate (establish, convene, facilitate and provide administrative support) a coalition or workgroup to coordinate and plan statewide produce incentive and Food is Medicine programs activities.
2. Conduct and maintain a comprehensive landscape assessment of produce incentive and Food is Medicine programs in Alaska, including, but not limited to, availability of produce incentive and prescription programs, needs, gaps, data collection systems, and funding sources.
3. Provide consultation, training, technical assistance and resources
  - a. Become the expert and provide consultation to State of Alaska programs and community agencies.
  - b. Create Alaska specific resources and provide support for program creation and expansion.
4. Create and support the implementation of 5-year strategic plans for coordinating and expanding produce incentive and prescription programs activities in Alaska using public health best-practices.
  - a. Provide recommendations for local and state government.
  - b. Align recommendation with other food and nutrition strategic plans
  - c. Support the development of a **pilot or demonstration project(s)** and provide technical assistance and resources to support the success of the pilot program.

The Scope of Work also includes:

1. Meet with the Project Director within the first 2 weeks of the award to review details of contract and develop an annual work plan. A detailed work plan for the first contract year will be provided to the Project Director within 2 weeks of the first meeting. A new/updated work plan and budget will be submitted prior to the start of each State Fiscal Year thereafter.
2. Be available to meet virtually or in-person with the Project Director regularly. During the first year we expect this to be every other week and in subsequent years less frequently.
3. Regularly communicate via video conference, telephone or email with the Project Director.
4. Participate in required evaluation activities conducted by state staff and evaluators.

5. Provide written reports on contract activities and invoices to the Project Director at mutually agreed upon intervals.

### SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. **Coordinate (establish, convene, facilitate and provide administrative support) a coalition or workgroup** to coordinate and plan statewide produce incentive and Food is Medicine programs activities.
  - a. The initial focus of the coalition will be on fruit and vegetable incentives and produce prescription programs. In continuing contract years, the contractor will maintain expand and include other Food is Medicine programs.
  - b. The workgroup membership should include participation from:
    - i. Agencies that implement current fruit and vegetable incentive and produce prescription programs;
    - ii. Alaska Farmer's Market Association; farmers; traditional food experts, food access organizations (e.g. food banks, faith-based pantries, and other charitable food organizations); community social service agencies; and Alaska food system logistics experts (e.g. transportation and storage facilities; food systems technology experts).
    - iii. Tribal representatives and tribal health partners.
    - iv. State nutrition agencies — such as WIC, Senior Food Programs, Supplemental Nutrition Assistance Program (SNAP), SNAP Education (SNAP-Ed), school meal programs; Medicaid programs representatives (including state agencies, payers, and health systems); other relevant state agencies include those involved in disaster response; environmental sustainability; health care; aging services; public health; homelessness and many others.
    - v. Health Care Providers including Tribal Health Organizations, Federally Qualified Health Centers, private providers and more.
    - vi. People with lived experience with nutrition insecurity.
    - vii. Potential fruit and vegetable incentives and produce prescription program funding agencies (e.g. Mat-Su Health Foundation, Rasmuson Foundation, etc.).
  - c. Convene community, tribal and state agencies to align activities related to produce incentive and Food is Medicine programs. Integrate these activities into new or existing state food plans or charters.
  - d. The work group should meet at least quarterly with periodic additional ad-hoc meetings to address emerging topics. In the application, the offeror should describe the proposed number and length of meetings.
  - e. In year 2, and every year thereafter, recruit and provide consultant fee to farmers and people who use or are eligible for SNAP and WIC to participate in the work group. Successful contractor should budget for 4 people at \$30/hour for 20 hours, or \$2,400 per year.
  - f. In year 5, State Fiscal Year 2029 (July 1, 2028 – June 30, 2029), the offeror should include in the cost proposal \$5,000 for work group members to travel into Anchorage for an in-person meeting.

2. The successful contractor will conduct and maintain a comprehensive landscape assessment of produce incentive and Food is Medicine programs in Alaska, including, but not limited to, availability of programs, needs, gaps, data collection systems, funding sources and progress of the 1115 Centers for Medicaid Services waiver expected from the state of Alaska for Health Related Social Needs to support Food is Medicine initiatives.
  - a. The initial focus of the landscape assessment will be on fruit and vegetable incentives and produce prescription programs. In continuing contract years, the contractor will maintain the assessment and include other Food is Medicine programs.
  - b. The successful contractor will use an assessment format that is approved by the Centers for Disease Prevention and Control (CDC) State Physical Activity and Nutrition (SPAN) program, such as the USDA Community Food Security Assessment Toolkit (<https://www.ers.usda.gov/publications/pub-details/?pubid=43179>) or other tool(s) identified by the CDC or the Project Director.
  - c. The successful contractor will identify culturally preferred healthy foods among priority groups as part of the assessment to ensure cultural appropriateness of consultation, training, technical assistance, and other relevant produce incentives and other Food is Medicine implementation and/or expansion resources.
  - d. Determine the results of the landscape assessment by working with state Project Director and work group to determine baseline data and track data for performance measures, including but not limited to:
    - i. Number of places newly issuing incentives, or places with enhanced processes for providing incentives, for fruit and vegetable incentive programs.
    - ii. Number of places newly issuing produce prescriptions or places with enhanced processes for providing produce prescriptions.
    - iii. Number of new enrollees in fruit and vegetable voucher incentive programs.
    - iv. Number of new enrollees in produce prescription programs.

### **3. Provide consultation, training, technical assistance and resources about statewide produce incentive and Food is Medicine programs**

The successful contractor will:

- a. Become the expert and provide consultation to State of Alaska, tribal programs and community agencies.
- b. Provide training and technical assistance to programs interested in developing produce incentive and Food is Medicine programs.
- c. Create culturally appropriate, Alaska-specific resources.
- d. Share resources, such as implementation tool kits, data or staffing, that support produce incentive or Food as Medicine programs.
- e. Ensure that produce incentive and Food is Medicine programs and activities are incorporated into the Alaska Food System Network (FSN), an online platform to track food knowledge, skillsets, and assets <https://www.akfoodpolicycouncil.org/regional-food-system-participate>.
- f. Facilitate opportunities for produce incentive and Food is Medicine programs in Alaska. Such as:
  - i. Support the expansion of technologies that allow food businesses to accept program vouchers as payment. Examples are statewide payment systems or online grocery platforms.

- ii. Train state, tribal and community partners to operate incentive and Food is Medicine programs.
- iii. Coordinate trainings that support sustainability through expanded funding/billing opportunities.
- g. **In year 3 of the contract year and every other year thereafter**, the contractor will ensure at least one produce incentive and Food is Medicine virtual or in-person workshop or training is conducted.

**4. Create and support the implementation of a 5-year strategic plan for coordinating and expanding produce incentive, prescription programs activities, and other Food is Medicine initiatives in Alaska using public health best-practices.**

The successful contractor will:

- a. In year 2 and 7, State Fiscal Years 26 and 31 (July 1, 2025 – June 30, 2026 and July 1, 2030 – June 30, 2031). Develop a 5-year strategic plan for coordinating and expanding fruit and vegetable incentives and produce prescription programs. In SFY31 of the contract, develop a new 5-year plan and include additional Food is Medicine activities.
  - i. These activities could include, but are not limited to, addressing education and training needs on fruit and vegetable voucher incentives, produce prescription programs and Food is Medicine initiatives; promoting existing fruit and vegetable incentives, produce prescription programs and Food is Medicine initiatives to eligible Alaskans; providing guidance on ensuring cultural appropriateness of programs; establishing a data collection system to improve reporting and evaluation of fruit and vegetable incentives, produce prescription programs and Food is Medicine initiatives; identifying funding sources; identifying potential alternatives--such as traditional and subsistence foods--for Alaskans living in areas with reduced access to farms, farmers' markets, grocery stores and community social services.
  - ii. Align recommendation and activities in the strategic plan with other Alaska food and nutrition strategic plans and identify local and state policy facilitators and barriers that impact state nutrition security programs such as SNAP, WIC, Medicare, school meal program and Tribal issues.
- b. Implement the strategic plan through action planning and by supporting expansion and evaluation of fruit and vegetable incentive or Food is Medicine programs.
- c. **In year 2, State Fiscal Year 26 (July 1, 2025 – June 30, 2026)** and thereafter the contractor will support the development of a **pilot or demonstration project(s)** and provide technical assistance and resources to support the success of the pilot program.
- d. **In year 4, State Fiscal Year 28 (July 1, 2027 – June 30, 2028)**, the contractor will work with the fruit and vegetable voucher incentives, produce prescription programs and Food is Medicine initiatives to develop a sustainability and funding plan that includes Medicaid reimbursement; and provide recommendations for local, tribal and state government.

### SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately March 25, 2025, for approximately 10 years until completion, approximately September 30, 2035.

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 contractor will submit invoices at an interval mutually agreed in writing between the Project Director and Contractor. The invoice will include a narrative detailing services performed in accordance with the deliverables in a format mutually agreed in writing between the Project Director and Contractor.

### **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 at 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 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

### SEC. 3.12 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. 3.13 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. 3.14 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. 3.15 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. 3.16 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. 3.17 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any third-party 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. 3.18 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. 3.19 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.

The procurement officer may also, by written notice, terminate the contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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 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). Resumes, organizational and project charts, workplans, Gantt charts, project examples and letter of recommendations may be attached and WILL NOT count against the page limit.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications		N/A
<b>Submittal Form B – Experience and Qualifications</b>	<b>NO</b>	<b>5</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>NO</b>	<b>5</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>NO</b>	<b>7</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>NO</b>	<b>5</b>
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)

**NOTE:** Attach resumes for Leaders and Team Members of the project as well as two (2) Letters of Reference from previous clients to this submittal form. These documents **WILL NOT** count against the 5 Page limit of the submittal form.

1. Regarding Personnel Experience and Qualifications:
  - a. Provide solid examples of how the individuals assigned to the project have experience on similar projects.
  - b. Attach complete resumes for all individuals assigned to the project to demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires (resumes attached to the submittal form **WILL NOT** count against the 5 Page limit of the submittal form).
  - c. Describe how the applicable education and experience of the individuals assigned to work on the project is relevant and important to the deliverables expected.
  - d. Provide 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. Regarding the Firm's Experience and Qualifications:
  - a. Describe your experience working with government, tribal and community coalitions in Alaska. List of previous government, tribal and coalition experience.
  - b. Describe your experience providing administrative support, planning, and facilitation of coalitions. How relevant is the offeror's experience to food policy councils, food system-related or health-related coalitions? List relevant experience with food policy councils, food system-related or health-related coalitions.
  - c. Describe your experience conducting landscape assessments. Please detail examples of assessments you have previously developed.

- d. Describe your ability to provide consultation, training, technical assistance and develop resources. Provide examples that highlight the work the state expects.
- e. Describe your experience in working with a group to develop strategic and action plans. Please provide examples of previously developed strategic and action plans.

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). Resumes, organizational and project charts, workplans, Gantt charts, project examples and letter of recommendations may be attached and WILL NOT count against the page limit.

## 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 to meet the state's needs.

1. Provide details of your understanding of being Alaska's Produce Incentive and Food is Medicine Resource and Coordinating Agency.
2. Provide details of your understanding of the steps necessary to establish and lead the proposed coalition or work group.
3. Explain your understanding of the comprehensive landscape assessment of produce incentive and Food is Medicine programs in Alaska.
4. Detail your understanding of the deliverables required to provide consultation, training, technical assistance and resources.
5. Explain your understanding of a statewide strategic planning process and the action planning process.
6. Identify pertinent issues and potential problems and possible solutions 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)

Offerors must provide detail that demonstrates the methodology they will employ and how the methodology will serve to accomplish the work and meet the state's needs.

1. Describe how you will work independently and in a respectful manner.
2. Explain how you will address health equity and cultural humility in achieving the deliverables of this project.
3. Explain the steps necessary to organize and facilitate this coalition or work group to achieve the desired outcomes.
4. Explain the steps necessary to execute a comprehensive landscape assessment of fruit and vegetable voucher, incentives, produce prescription programs and Food is Medicine initiatives in Alaska.
5. Explain how you will provide expert consultation, training, technical assistance and resources.
6. Explain the steps you will use to create and implement the strategic plan for coordinating and expanding produce incentive and prescription programs activities in Alaska using public health best-practices.
7. Describe ways you will support the development of a pilot or demonstration project(s) and provide technical assistance and resources to support the success of the pilot program.

8. Provide a time schedule (Gantt chart and/or workplan) that demonstrates how you will meet the proposed time schedule.

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)

1. Explain the role of the staff involved in the project and how they will support the tasks and deliverables of the RFP. Organizational chart(s) may be used to illustrate accountability and communication among the project staff, subcontractors and the state's Project Director
2. Indicate what supporting systems (hardware, software, equipment, and licenses) you will need to support his project. Which of these systems will need to be acquired before you are able to commence work.
3. Attach two letters of reference from previous clients. These documents **WILL NOT** count against the page total for submittal form.

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). Attached Letters of Reference from previous clients WILL NOT count against the 5 Page limit of the submittal form

#### 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 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

Technical 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 Number 1) above

**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
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

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

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

**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:

Maximum Points Available (100)

\_\_\_\_\_ = 2.5

Maximum Combined PEC Score Possible (40)

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

## SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

1. Questions regarding the personnel:
  - a. How relevant are the offeror's 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. How well did the offeror describe the staff assigned to the project ability and experience 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, tribal and community coalitions in Alaska? How relevant is their list of previous government, tribal and coalition experience?
  - b. How well did the offeror describe their experience providing administrative support, planning, and facilitation of coalitions? How relevant is the offeror's experience to food policy councils, food system-related or health-related coalitions?
  - c. How well did the offeror describe their experience conducting landscape assessments? How relevant are the examples of assessments the offeror has previously developed?
  - d. How well did the offeror describe their ability to provide consultation, training, technical assistance and develop resources? How relevant are these examples to the work the state expects?
  - e. 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?

## 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 to become Alaska's Produce Incentive and Food is Medicine Resource and Coordinating Agency?

2. How well does the offeror demonstrate an understanding of the steps necessary to establish and lead the proposed coalition or work group?
3. How well does the offeror demonstrate an understanding of the comprehensive landscape assessment of produce incentive and Food is Medicine programs in Alaska?
4. How well does the offeror demonstrate an understanding of the deliverables to provide consultation, training, technical assistance and resources?
5. How well does the offeror demonstrate an understanding of a statewide strategic planning process and the action planning process?
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 address health equity and cultural humility in achieving the deliverables of this project?
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 execute a comprehensive landscape assessment of fruit and vegetable voucher, incentives, produce prescription programs and Food is Medicine initiatives in Alaska?
5. How well does the offeror explain how they will provide expert consultation, training, technical assistance and resources?
6. How well does the offeror explain the logical steps necessary for creating and implementing the strategic plan for coordinating and expanding produce incentive and prescription programs activities in Alaska using public health best-practices?
7. How well does the offeror describe how they will support the development of a pilot or demonstration project(s) and provide technical assistance and resources to support the success of the pilot program.
8. How well does the Gantt chart and/or work plan submitted, demonstrate the offeror project time schedule and ability to meet the schedule?

## 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 offeror's explanation of the role of the staff involved in the project align with the tasks and deliverables of the RFP?
2. How well does the offeror clearly define the accountability and communication among the project staff, subcontractors and the state's Project Director?
3. How clear is the management plan and project organizational chart(s) in illustrating the lines of authority and communication?
4. To what extent does the offeror already have the hardware, software, equipment, and licenses necessary for the project?
5. How relevant are the two letters of reference from previous clients?

6. How much has the offeror gone beyond the minimum tasks necessary to meet the goal, objectives and deliverables of the project?

## SEC. 5.08 CONTRACT COST (COST PROPOSAL)

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

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

### Example (Max Points for Contract Cost = 400):

#### Step 1

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

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

#### Step 2

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

#### Offeror #1 receives 400 points.

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

#### Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

#### Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

## 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)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the top scoring offeror.

## SEC. 5.14 COST REASONABLENESS

Prior to entering into contract negotiations, the procurement officer may perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state will proceed to invite the highest ranked offeror to contract negotiations.
- If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

## SEC. 5.15 CONTRACT NEGOTIATIONS

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. 5.16 METHOD OF AWARD

Contracts will be awarded to the offeror deemed most advantageous to the State at the conclusion of negotiations.

## SEC. 5.17 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 This form is attached with the RFP for your review. The contractor must comply with the Appendix A 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 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. 6.21 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(Submittal Form H)
- 2) Submittal Forms A – G
- 3) Standard Agreement Form - Appendix A
- 4) HIPAA BAA