

STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS



ALASKA STATE PLAN FOR SENIOR SERVICES

IRFP 1627-004

ISSUED 7/20/2026

THE DEPARTMENT OF HEALTH, DIVISION OF SENIOR DISABILITIES SERVICES, ALASKA COMMISSION ON AGING, IS SOLICITING PROPOSALS FOR CONSULTATION AND TECHNICAL ASSISTANCE REQUIRED FOR UPDATING THE FOUR-YEAR COMPREHENSIVE STATEWIDE PLAN FOR SENIOR SERVICES.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF SENIOR DISABILITIES SERVICES

PRIMARY CONTACT:

ASHLEY PALEMBAS
PROCUREMENT OFFICER
ASHLEY.PALEMBAS@ALASKA.GOV
(907) 759-3304

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE IRFP	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 MANDATORY REQUIREMENTS	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.07 RETURN INSTRUCTIONS	4
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY	5
SEC. 1.09 AMENDMENTS TO PROPOSALS	5
SEC. 1.10 AMENDMENTS TO THE IRFP	5
SEC. 1.11 IRFP SCHEDULE	5
SEC. 1.12 ALTERNATE PROPOSALS	5
SECTION 2. BACKGROUND INFORMATION	6
SEC. 2.01 BACKGROUND INFORMATION	6
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	7
SEC. 3.01 SCOPE OF WORK	7
SEC. 3.02 DELIVERABLES	7
SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE	9
SEC. 3.04 CONTRACT TYPE	10
SEC. 3.05 PAYMENT PROCEDURES	10
SEC. 3.06 CONTRACT PAYMENT	10
SEC. 3.07 LOCATION OF WORK	10
SEC. 3.08 SUBCONTRACTORS	10
SEC. 3.09 JOINT VENTURES	11
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS	11
SEC. 3.11 CONTRACT PERSONNEL	11
SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	11
SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY	11
SEC. 3.14 INDEMNIFICATION	12
SEC. 3.15 INSURANCE REQUIREMENTS	12
SEC. 3.16 TERMINATION FOR DEFAULT	13
SECTION 4. PROPOSAL FORMAT AND CONTENT	14
SEC. 4.01 IRFP SUBMITTAL FORMS	14
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS	14
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)	14
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)	15
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)	15
SEC. 4.06 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM D)	16
SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)	16
SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)	16
SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)	16
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	17
SEC. 5.01 SUMMARY OF EVALUATION PROCESS	17
SEC. 5.02 EVALUATION CRITERIA	17
SEC. 5.03 SCORING METHOD AND CALCULATION	18
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS	19

SEC. 5.05	UNDERSTANDING OF THE PROJECT	19
SEC. 5.06	METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT	19
SEC. 5.07	CONTRACT COST (COST PROPOSAL)	19
SEC. 5.08	APPLICATION OF PREFERENCES	20
SEC. 5.09	ALASKA BIDDER PREFERENCE	20
SEC. 5.10	ALASKA VETERAN PREFERENCE.....	21
SEC. 5.11	ALASKA OFFEROR PREFERENCE.....	21
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION.....	23
SEC. 6.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	23
SEC. 6.02	STANDARD CONTRACT PROVISIONS	23
SEC. 6.03	QUALIFIED OFFERORS.....	24
SEC. 6.04	PROPOSAL AS PART OF THE CONTRACT	24
SEC. 6.05	ADDITIONAL TERMS AND CONDITIONS.....	24
SEC. 6.06	HUMAN TRAFFICKING	24
SEC. 6.07	RIGHT OF REJECTION.....	24
SEC. 6.08	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	25
SEC. 6.09	DISCLOSURE OF PROPOSAL CONTENTS.....	25
SEC. 6.10	ASSIGNMENT	26
SEC. 6.11	DISPUTES.....	26
SEC. 6.12	SEVERABILITY	26
SEC. 6.13	SUPPLEMENTAL TERMS AND CONDITIONS	26
SEC. 6.14	SOLICITATION ADVERTISING	26
SEC. 6.15	SITE INSPECTION	26
SEC. 6.16	CLARIFICATION OF OFFERS	26
SEC. 6.17	DISCUSSIONS WITH OFFERORS	27
SEC. 6.18	CONTRACT NEGOTIATION	27
SEC. 6.19	FEDERALLY IMPOSED TARIFFS	27
SEC. 6.20	PROTEST.....	28
SECTION 7.	ATTACHMENTS.....	30
SEC. 7.01	ATTACHMENTS.....	30

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

For the upcoming FFY 2028–2031 planning cycle, the Alaska Commission on Aging (ACoA) and the Division of Senior and Disabilities Services seek a consultant to lead the development, drafting, and timely production of the State Plan. The consultant will ensure the plan incorporates updated federal requirements, aligns with Alaska’s statewide priorities, and reflects current demographic, social, and health trends affecting older Alaskans. The final product must be of high quality, fully compliant with guidance provided by the U.S. Administration on Community Living, and suitable for federal review and approval.

SEC. 1.02 BUDGET

Department of Health, Division of Senior and Disabilities Services, estimates a maximum budget of \$45,000 for completion of this project. Proposals priced at more than \$45,000 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 12:00PM prevailing Alaska Time on August 7, 2026. 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 IRFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form E – 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 prior to the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments separate, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the IRFP 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 IRFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 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 IRFP

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

SEC. 1.11 IRFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / IRFP Released		7/20/2026
Deadline to Submit Questions		7/29/2026
Deadline for Receipt of Proposals / Proposal Due Date	12:00PM	8/7/2026
Proposal Evaluations Complete		8/21/2026
Contract Issued		9/1/2026

This IRFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Commission on Aging (ACoA) operates with limited staffing—two full-time positions (the Executive Director and Program Coordinator)—and relies on an eleven-member board of primarily senior volunteers appointed by the Governor. This small administrative capacity creates challenges in managing the extensive workload required to produce a federally compliant four-year State Plan.

The Older Americans Act requires each state to prepare a comprehensive State Plan for Senior Services in accordance with detailed program instructions issued by the U.S. Administration on Community Living (ACL). Meeting these federal expectations is resource-intensive and requires substantial coordination across agencies, programs, data systems, and stakeholder groups. ACoA is responsible under Alaska Statute for developing the Plan on behalf of the State, but its limited staff capacity makes it difficult to meet these requirements without external support.

The State Plan itself is complex, incorporating demographic and socio-economic data, descriptions of statewide senior services, long-term care and support systems, and an intrastate funding formula that must prioritize older adults with the greatest social and economic need across nine regions and 27 census areas. Maintaining accuracy, consistency, and compliance across these elements is a recurring challenge.

Plan development also requires sustained collaboration with the Division of Senior and Disabilities Services and other partner agencies through the State Plan Advisory Committee. Coordinating input, drafting content, and ensuring alignment across multiple organizations with differing priorities can be time-consuming and complex, especially during a tightly constrained planning timeline. The resulting plan must ultimately serve both as the State's strategic guide for senior services and as the required federal submission for ongoing Older Americans Act funding.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Commission on Aging is soliciting proposals for consultation and technical assistance required for updating the four-year comprehensive statewide plan for senior services, including its data elements, program descriptions, intrastate funding formula, and goal/strategies/performance measures section. The consultant will work with the ACoA Executive Director in the development of the Alaska State Plan for Senior Services, FY2028-FY2031 following the program instructions issued by the Administration on Community Living and assist with facilitating meetings of the State Plan Advisory Committee to draft the Plan's core components.

The consultant will enable the ACoA to meet the state requirements of Alaska Statute 44.29.780 to "formulate and submit to the department a comprehensive statewide plan that identifies the concerns and needs of older Alaskans." The Plan will be used to satisfy federal funding requirements of the Older Americans Act set forth by the U.S. Administration on Community Living for all states that receive these funds for their senior service programs.

The contractor will be required to:

1. Be available Monday through Friday via telephone, Zoom, and email to provide technical assistance, expertise, and consultation regarding the Alaska State Plan. Availability on weekends will be upon special request and arranged in advanced.
2. Provide weekly updates to the Executive Director.
3. Communicate any contact information changes to the ACoA Executive Director within 15 days of change.
4. Store all of the Alaska State Plan project information in a secure storage location for the period of this contract. The computer used will also be password protected.
5. Transfer of data and other information related to the State Plan on Aging project to ACoA staff and other approved parties will be conducted using a secure department approved transfer method as required.
6. All project information related to the State Plan on Senior Services will be backed up onto an external hard drive which shall be kept in a secured storage for the duration of the project. Consultant permission to re-use or share any of the materials related to the Alaska State Plan on Senior Services outside of the contract work is required and must be requested in writing to the ACoA.
7. Attend the Statewide Summit on Aging listening session in-person on October 17, 2026 (1 – 2 staff) in Anchorage, Alaska, if requested by the State.

SEC. 3.02 DELIVERABLES

The contractor will be required to provide the following deliverables:

1. Consultation & Technical Assistance

- a) Ongoing consultation and technical support to the Alaska Commission on Aging (ACoA) and, as appropriate, the State Plan Advisory Committee throughout all phases of plan development.
- b) Guidance and subject-matter expertise to ensure that all components of the Plan comply with federal requirements and reflect current best practices in planning for senior services.

2. Survey Instrument and Engagement Materials Evaluation

- a) Evaluate and revise the ACoA Senior Survey instruments for seniors and service providers, ensuring they employ clear, plain language and support accurate data collection.
- b) Review and update listening session guidance documents to strengthen clarity, accessibility, and alignment with best practices for stakeholder engagement.

3. Data Compilation & Analysis

- a) Compilation of all required background information, including socio-demographic and health indicators, senior program utilization data, long-term services and supports information, senior housing data, and other content necessary to update the Plan.
- b) Analysis and interpretation of data collected through needs assessment activities and other sources, including identification of trends and preparation of accurate narrative summaries.

4. Visual Data Presentation

- a) Development of graphs, tables, and other visual materials illustrating key data elements using Excel, PowerPoint, or other appropriate software. These visuals must clearly convey information for use in the State Plan.

5. Funding Formula Updates

- a) Collaboration with ACoA and the State Plan Advisory Committee to update the State's intrastate funding formula in accordance with the Older Americans Act.
- b) Ensuring the formula prioritizes:
 - i) older adults with the greatest social need,
 - ii) older adults with the greatest economic need, and
 - iii) older adults at risk of institutional placement.
- c) Application of the State's nine-region planning system and 27 census areas.

6. Performance Measures Revision

- a) Updating the Plan's performance measures in coordination with ACoA and the State Plan Advisory Committee.
- b) Aligning measures with:
 - i) the Alaska Department of Health performance accountability framework, and
 - ii) the requirements established by the Administration on Community Living's Program Instructions.

7. Drafting Required Federal Components

- a) Preparation of all supplemental sections required by the Administration on Community Living, including but not limited to:
 - i) State Plan Assurances and Required Activities
 - ii) Informational Requirements for developing and implementing the State Plan
- b) All components must reflect guidance from ACoA leadership, the Department of Health, and ACL.

8. Drafting & Delivery of the Complete State Plan

- a) Drafting and delivering all core sections of the Alaska State Plan for Senior Services in accordance with the project timeline.
- b) Ensuring the final draft is comprehensive, well-organized, ADA compliant, and ready for review by:
 - i) ACoA
 - ii) the State Plan Advisory Committee
 - iii) the public
 - iv) the Department of Health leadership
 - v) the Governor
 - vi) the Administration on Community Living
- c) Submission of the complete final draft by April 1, 2027, to allow adequate time for required public, state and federal reviews and comments as required by 45 CFR § 1321.29(c). The final document must be submitted by June 30, 2027. The final plan, signed by the Commissioner of Health and the Governor of Alaska must be submitted by the State to the Administration on Community Living on August 1, 2027.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, until completion, **JUNE 30, 2027**.

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. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PAYMENT PROCEDURES

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

SEC. 3.06 CONTRACT PAYMENT

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

SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at its place of business.

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 submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

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

SEC. 3.08 SUBCONTRACTORS

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

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 not be considered in determining whether the offeror meets the requirements set forth in Submittal Form E – Mandatory Requirements. **Offerors must be specific in Submittal Form E as to which subcontractor(s) defined in Submittal Form F – Subcontractors they are citing to meet the specific requirement listed in Submittal Form E.**

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

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

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

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.11 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. 3.12 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. 3.13 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. 3.14 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the state 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 state. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the state, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "state", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.15 INSURANCE REQUIREMENTS

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

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

shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

SEC. 3.16 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 IRFP SUBMITTAL FORMS

This IRFP 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 IRFP. 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 IRFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

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).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	3
Submittal Form D – Methodology and Management Plan for the Project	3
Submittal Form E – Mandatory Requirements	N/A
Submittal Form F – Subcontractors	N/A
Submittal Form G – 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 IRFP.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to provide this information may cause the proposal to be determined to non-responsive and rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on their specific experience in the following:

- Developing State Plans for Senior Services or similar health and social services plans and working with an assigned committee.
- Developing planning documents for health and social service organizations, especially for any senior services and/or state entities, that require federal approval for funding purposes.
- Systems of senior services including but not limited to, senior programs funded by the Older Americans Act, Medicaid, Medicaid waiver services for older adults, elder abuse prevention programs, and related services.
- Working with computer software needed to perform the activities required by this project including at minimum Word, Excel, Power Point, Outlook, and other programs as appropriate.
- Continuum of senior services, data and statistical analysis, and providing consulting services remotely.

Offerors must also provide detail on the primary project manager's specific experience in projects of a similar nature along with the directly related experience of the overall project team identified in Submittal Form A.

Offeror must also demonstrate their experience and knowledge of the continuum of senior services, and data and statistical analysis.

Finally, offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion each component and deliverable of the IRFP.

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

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

Offerors must provide detail that demonstrates their understanding of the requirements of the project and how to meet the state's needs. This includes demonstrating their understanding of planning principles and how they will execute these principles to prepare the State Plan for Senior Services document in collaboration with the Alaska Commission on Aging (ACoA) Executive Director and the State Plan Advisory Committee.

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

SEC. 4.06 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide detail that demonstrates the methodology and management plan they intend to follow and how it will serve to accomplish the work and meet the state's needs.

Offerors must also identify any potential issues, risks, or problems they foresee with this project and how they will address them.

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

SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

Offerors must complete and submit this Submittal Form.

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

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

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form.

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 E)		

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	200
Understanding of the Project	(Submittal Form C)	150
Methodology and Management Plan for the Project	(Submittal Form D)	150
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 5.06 and assign a single score for each section. Offerors' responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

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

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

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

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

Offeror 1 was awarded 75 points:

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

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

Offeror 2 was awarded 50 points:

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

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

Offeror 3 was awarded 100 points:

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

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated based on how well the offeror demonstrated the information required in Section 4.04, and the level of experience it demonstrates.

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated on how well the offeror demonstrated their understanding of the project requirements and how to meet the state's needs.

SEC. 5.06 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT

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

- 1) How well did the offeror demonstrate the methodology they will employ and how the methodology will serve to accomplish the work and meet the state's needs?
- 2) How well did the offeror demonstrate their management plan and how that plan will serve to accomplish the work and meet the state's needs?
- 3) To what extent did the offeror identify potential issues, risks, or problems they foresee with this project and how they will address them?

SEC. 5.07 CONTRACT COST (COST PROPOSAL)

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

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

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 IRFP 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. 5.08 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 IRFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

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

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

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

SEC. 5.09 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

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

Alaska Bidder Preference Certification Form

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

SEC. 5.10 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 5.11 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 IRFP 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 IRFP. The scores at this point are:

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

Step 3

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

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

Offeror #3 is the top scoring offeror.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.02 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 IRFP 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. 6.03 QUALIFIED OFFERORS

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

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

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

SEC. 6.04 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.05 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.06 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. 6.07 RIGHT OF REJECTION

Offerors must comply with all of the terms of the IRFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the IRFP.

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the IRFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

SEC. 6.08 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. 6.09 DISCLOSURE OF PROPOSAL CONTENTS

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential and subject to the APRA any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.10 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. 6.11 DISPUTES

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

SEC. 6.12 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. 6.13 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.07 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 6.14 SOLICITATION ADVERTISING

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

SEC. 6.15 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. 6.16 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. 6.17 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.18 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals.

If the selected offeror:

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

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

SEC. 6.19 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. 6.20 PROTEST

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

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

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

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

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

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

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

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

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

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision denying the protest and stating the reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachment 1: Submittal Forms A – F

Attachment 2: Submittal Form G - Cost Proposal

Attachment 3: Example Standard Agreement Form - Appendix A