

# STATE OF ALASKA REQUEST FOR PROPOSALS



## STATEWIDE TRANSCRIPTION SERVICES RFP 2026-0200-0064

ISSUED JULY 31, 2026

THE STATE OF ALASKA IS SOLICITING FOR VENDORS TO PROVIDE SERVICES TO CONVERT SPEECH, EITHER LIVE OR RECORDED, INTO WRITTEN OR ELECTRONIC TEXT DOCUMENTS, ON AN AS-NEEDED BASIS. ALL STATE OF ALASKA GOVERNMENTAL ENTITIES MAY PURCHASE FROM THE CONTRACTS RESULTING FROM THIS SOLICITATION, INCLUDING ENTITIES SUCH AS FEDERALLY RECOGNIZED TRIBES, THE ALASKA LEGISLATIVE BRANCH, THE ALASKA COURT SYSTEM, THE UNIVERSITY OF ALASKA, BOARDS AND COMMISSIONS, AND ALL STATE OF ALASKA POLITICAL SUBDIVISIONS, CITIES, BOROUGHES, AND SCHOOL DISTRICTS.

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**ISSUED BY:**

DEPARTMENT OF ADMINISTRATION  
OFFICE OF PROCUREMENT AND PROPERTY  
MANAGEMENT

**PRIMARY CONTACT:**

JOSHUA HARTMAN  
PROCUREMENT OFFICER  
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(907) 465-5758

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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.

# TABLE OF CONTENTS

|                                                                                        |           |
|----------------------------------------------------------------------------------------|-----------|
| <b>INTRODUCTION &amp; INSTRUCTIONS .....</b>                                           | <b>4</b>  |
| SEC. 1.01 PURPOSE OF THE RFP.....                                                      | 4         |
| SEC. 1.02 BUDGET .....                                                                 | 4         |
| SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS .....                                      | 4         |
| SEC. 1.04 PRIOR EXPERIENCE .....                                                       | 4         |
| SEC. 1.05 REQUIRED REVIEW .....                                                        | 4         |
| SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....                   | 5         |
| SEC. 1.07 RETURN INSTRUCTIONS.....                                                     | 5         |
| SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY .....                               | 5         |
| SEC. 1.09 AMENDMENTS TO PROPOSALS .....                                                | 5         |
| SEC. 1.10 AMENDMENTS TO THE RFP.....                                                   | 6         |
| SEC. 1.11 RFP SCHEDULE .....                                                           | 6         |
| SEC. 1.12 PRE-PROPOSAL TELECONFERENCE .....                                            | 6         |
| SEC. 1.13 ALTERNATE PROPOSALS .....                                                    | 7         |
| SEC. 1.14 NEWS RELEASES.....                                                           | 7         |
| <b>SECTION 2. BACKGROUND INFORMATION .....</b>                                         | <b>8</b>  |
| SEC. 2.01 BACKGROUND INFORMATION .....                                                 | 8         |
| <b>SECTION 3. SCOPE OF WORK &amp; CONTRACT INFORMATION .....</b>                       | <b>9</b>  |
| SEC. 3.01 SCOPE OF WORK.....                                                           | 9         |
| SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE .....                                        | 12        |
| SEC. 3.03 DELIVERABLES .....                                                           | 13        |
| SEC. 3.04 CONTRACT TYPE .....                                                          | 13        |
| SEC. 3.05 PROPOSED PAYMENT PROCEDURES .....                                            | 13        |
| SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES.....                                      | 13        |
| SEC. 3.07 CONTRACT PAYMENT .....                                                       | 13        |
| SEC. 3.08 CONTRACT PRICE ADJUSTMENTS .....                                             | 14        |
| SEC. 3.09 LOCATION OF WORK.....                                                        | 14        |
| SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS .....                                          | 15        |
| SEC. 3.11 SUBCONTRACTORS .....                                                         | 15        |
| SEC. 3.12 JOINT VENTURES .....                                                         | 15        |
| SEC. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS.....                                      | 15        |
| SEC. 3.14 F.O.B. POINT.....                                                            | 15        |
| SEC. 3.15 CONTRACT PERSONNEL .....                                                     | 15        |
| SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES..... | 15        |
| SEC. 3.17 LIQUIDATED DAMAGES.....                                                      | 16        |
| SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .....                            | 16        |
| SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY .....                                      | 16        |
| SEC. 3.20 INDEMNIFICATION.....                                                         | 17        |
| SEC. 3.21 INSURANCE REQUIREMENTS.....                                                  | 17        |
| SEC. 3.22 TERMINATION FOR DEFAULT .....                                                | 18        |
| SEC. 3.23 ADMINISTRATIVE AND REPORTING REQUIRMENTS .....                               | 19        |
| <b>SECTION 4. PROPOSAL FORMAT AND CONTENT .....</b>                                    | <b>21</b> |
| SEC. 4.01 RFP SUBMITTAL FORMS.....                                                     | 21        |
| SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS .....                                        | 21        |
| SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A) .....              | 22        |
| SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) .....                       | 23        |
| SEC. 4.05 UNDERSTANDING OF THE CONTRACT (SUBMITTAL FORM C) .....                       | 23        |
| SEC. 4.06 METHODOLOGY USED FOR THE CONTRACT (SUBMITTAL FORM D) .....                   | 23        |
| SEC. 4.07 MANAGEMENT PLAN FOR THE CONTRACT (SUBMITTAL FORM E) .....                    | 23        |
| SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F).....                                       | 24        |
| SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G) .....                                       | 24        |
| SEC. 4.10 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT .....                           | 24        |
| <b>SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION .....</b>                   | <b>25</b> |
| SEC. 5.01 SUMMARY OF EVALUATION PROCESS .....                                          | 25        |
| SEC. 5.02 EVALUATION CRITERIA .....                                                    | 25        |

|                   |                                                          |           |
|-------------------|----------------------------------------------------------|-----------|
| SEC. 5.03         | SCORING METHOD AND CALCULATION .....                     | 26        |
| SEC. 5.04         | EXPERIENCE AND QUALIFICATIONS.....                       | 27        |
| SEC. 5.05         | UNDERSTANDING OF THE CONTRACT .....                      | 27        |
| SEC. 5.06         | METHODOLOGY USED FOR THE CONTRACT .....                  | 28        |
| SEC. 5.07         | MANAGEMENT PLAN FOR THE CONTRACT.....                    | 28        |
| SEC. 5.08         | CONTRACT COST (COST PROPOSAL).....                       | 29        |
| SEC. 5.09         | ALASKA OFFEROR PREFERENCE.....                           | 29        |
| <b>SECTION 6.</b> | <b>GENERAL PROCESS AND LEGAL INFORMATION.....</b>        | <b>31</b> |
| SEC. 6.01         | INFORMAL DEBRIEFING .....                                | 31        |
| SEC. 6.02         | ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES..... | 31        |
| SEC. 6.03         | SITE INSPECTION.....                                     | 32        |
| SEC. 6.04         | CLARIFICATION OF OFFERS .....                            | 32        |
| SEC. 6.05         | DISCUSSIONS WITH OFFERORS .....                          | 32        |
| SEC. 6.06         | EVALUATION OF PROPOSALS.....                             | 32        |
| SEC. 6.07         | CONTRACT NEGOTIATION.....                                | 33        |
| SEC. 6.08         | FAILURE TO NEGOTIATE.....                                | 33        |
| SEC. 6.09         | OFFEROR NOTIFICATION OF SELECTION .....                  | 33        |
| SEC. 6.10         | PROTEST .....                                            | 33        |
| SEC. 6.11         | APPLICATION OF PREFERENCES .....                         | 34        |
| SEC. 6.12         | ALASKA BIDDER PREFERENCE .....                           | 35        |
| SEC. 6.13         | ALASKA VETERAN PREFERENCE.....                           | 35        |
| SEC. 6.14         | ALASKA MILITARY SKILLS PROGRAM PREFERENCE .....          | 36        |
| SEC. 6.15         | STANDARD CONTRACT PROVISIONS .....                       | 36        |
| SEC. 6.16         | QUALIFIED OFFERORS .....                                 | 37        |
| SEC. 6.17         | PROPOSAL AS PART OF THE CONTRACT .....                   | 37        |
| SEC. 6.18         | ADDITIONAL TERMS AND CONDITIONS.....                     | 37        |
| SEC. 6.19         | HUMAN TRAFFICKING.....                                   | 37        |
| SEC. 6.20         | RIGHT OF REJECTION .....                                 | 37        |
| SEC. 6.21         | STATE NOT RESPONSIBLE FOR PREPARATION COSTS .....        | 38        |
| SEC. 6.22         | DISCLOSURE OF PROPOSAL CONTENTS .....                    | 38        |
| SEC. 6.23         | ASSIGNMENT.....                                          | 39        |
| SEC. 6.24         | FORCE MAJEURE (IMPOSSIBILITY TO PERFORM) .....           | 39        |
| SEC. 6.25         | DISPUTES.....                                            | 39        |
| SEC. 6.26         | SEVERABILITY .....                                       | 40        |
| SEC. 6.27         | SUPPLEMENTAL TERMS AND CONDITIONS .....                  | 40        |
| SEC. 6.28         | SOLICITATION ADVERTISING.....                            | 40        |
| SEC. 6.29         | FEDERALLY IMPOSED TARIFFS.....                           | 40        |
| <b>SECTION 7.</b> | <b>ATTACHMENTS &amp; ITEMS TO BE RETURNED.....</b>       | <b>42</b> |
| SEC. 7.01         | ATTACHMENTS .....                                        | 42        |
| SEC. 7.02         | ADDITIONAL MANDATORY RETURN ITEMS .....                  | 42        |

## **INTRODUCTION & INSTRUCTIONS**

### **SEC. 1.01 PURPOSE OF THE RFP**

The Department of Administration, Office of Procurement and Property Management, is soliciting proposals for transcription services to convert speech, either live or recorded, into written or electronic text documents, on an as-needed basis.

### **SEC. 1.02 BUDGET**

The Department of Administration, Office of Procurement and Property Management, estimates an annual spend of roughly \$300,000.00, based on historical information. However, no minimum or maximum level of sales volume is guaranteed or implied.

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

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 9:30 A.M. prevailing Alaska Daylight Time on Monday, August 24, 2026, as indicated by the email timestamp, late proposals will not be considered.

### **SEC. 1.04 PRIOR EXPERIENCE**

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

- Offeror must have been in business for a minimum of three (3) years (must provide documentation to show this). Providing resumes that show ten (10) or more years of transcription experience (individually) for staff members assigned to the contract may be acceptable in lieu of the three year minimum for the business.
- Offeror must have performed transcription services similar to the complexity of work listed in the scope of work, such as providing transcription services with complex general, medical and legal terminology on a state, regional or nationwide basis (must provide documentation or client references to support this)

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

### **SEC. 1.05 REQUIRED REVIEW**

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

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **Joshua Hartman**  
PHONE: **907-465-5758**  
EMAIL ADDRESS: **Joshua.Hartman@Alaska.gov**

## SEC. 1.07 RETURN INSTRUCTIONS

All proposals shall be submitted via email, the technical proposal (as a PDF document) and the cost proposal (in Excel format) must be saved as separate documents and emailed to **doa.oppm.adminsupport@alaska.gov** as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal (Excel)”. The email must contain the the RFP number **2026-0200-0064** in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at **907-465-5758** 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, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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 Daylight Time.

| ACTIVITY                                              | TIME          | DATE      |
|-------------------------------------------------------|---------------|-----------|
| Issue Date / RFP Released                             | N/A           | 7/31/2026 |
| Pre-Proposal Conference                               | 10:00 A.M. AK | 8/10/2026 |
| Deadline for Receipt of Proposals / Proposal Due Date | 9:30 A.M. AK  | 8/24/2026 |
| Proposal Evaluations Complete                         |               | 9/4/2026  |
| Notice of Intent to Award                             |               | 9/4/2026  |
| Contract Issued                                       |               | 9/15/2026 |

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 Administration, 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 PRE-PROPOSAL TELECONFERENCE**

A pre-proposal teleconference via Microsoft Teams will be held at 10:00 A.M. Alaska Time, on August 10, 2026. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

**Meeting Information:**

[Join the meeting now](#)

Meeting ID: 244 229 532 078 86

Passcode: F5wn33Aa

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Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Vendors interested in attending can register by sending an email to [Joshua.Hartman@alaska.gov](mailto:Joshua.Hartman@alaska.gov) that includes the following information:

- Vendor Name
- Vendor Address
- Vendor representative's name
- Vendor representative's email address
- Vendor representative's direct phone number

### **SEC. 1.13 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### **SEC. 1.14 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the chief or deputy chief procurement officer (CPO/DCPO).

## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

The State of Alaska is seeking a contract with a qualified Offeror to provide all transcription services for general, medical, and legal records to convert speech; either live or recorded, into written or electronic text document.

This contract will provide non-mandatory, as-needed transcription services for general, medical, and legal services. All State of Alaska governmental entities may use the contract resulting from this solicitation, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions, cities, boroughs, and school districts, and federally recognized tribes.

## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

The Department of Administration, Office of Procurement and Property Management, is soliciting proposals for Transcription Services throughout Alaska. In this section, the successful offeror is referred to as the “Contractor.”

#### **A. General Transcription Services**

1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor within this scope of work of this solicitation.
2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The State will document in writing the reason(s) for any rejection of personnel.
3. The Contractor shall have the capability of providing audio to text and video to text.
4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted. Transcriptions will be in English.
5. The Contractor shall establish a secure file transfer protocol (SFTP) website for use in transferring documents to and from the agency.
6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP site. The agency may submit audio recordings by audio cassette, CD, or another physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.
7. The agency shall be given the opportunity to review, approve and accept all work ordered and received by the agency. All materials for review shall be delivered to the agency via the Contractor’s SFTP site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the agency. Corrections shall be made at no additional charge.
  - i. Contractor must maintain a 98% accuracy rate. If over two percent (2%) of the total monthly transcriptions for any agency requires retypes or corrections, the State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.
8. Deliverable deadlines shall be agreed upon by agency and Contractor prior to order placement.
9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.

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- i. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the purchasing agency.
    - ii. The Contractor shall have the capability to generate reports from the log as requested by the agency. Reports shall be delivered to agency via the SFTP site or email as requested by the agency.
  10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.
  11. The Contractor shall be held responsible for the security of its premises and assumes all risk.
  12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the agency.
  13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.
    - i. Dictation method may include a toll-free telephone number dedicated to each agency, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).
    - ii. Must have capability of single speaker dictation and multiple speaker recordings.
  14. All recordings must be able to be paused, rewind, and fast-forwarded.
  15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the agency.
  16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.
  17. The transcription must accurately identify the speaker(s) throughout the transcription.
  18. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.
  19. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the agency, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.
  20. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.
    - i. The agency shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the “foot printing” of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers.
    - ii. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor’s operations. However, the Contractor shall immediately notify

- the State contact, and ordering agency of any security event which would constitute a security event including any “breach of the security of the system” under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and
- iii. The Contractor shall likewise notify the State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor’s privacy manager or other appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.
21. If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate response.
22. All Offerors must include a single point of contact in their proposal. This single point of contact shall be the primary person the State may contact regarding the resulting contract.
23. Offeror must perform full-service support during normal business hours in Alaska (working days Monday through Friday, 8:00 A.M. – 5:00 P.M.)
24. All services shall be performed in the United States, and not through the assistance of artificial intelligence (AI).

**B. Medical Transcription Services**

1. The Contractor must provide medical transcription services and otherwise do all things necessary for, or incidental to, the performance of work as set forth below in addition to the requirements for general transcription services as described above in Sec 3.01.A.
2. The format shall be specified by the agency.
3. The SFTP site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.
4. The Contractor shall destroy medical transcriptions in compliance with the State’s laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.
5. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the agency.

6. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.
7. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy, and medications.
8. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDI) industry standards.

**C. Legal Transcription Services**

1. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall work with the requesting agency to ensure they can meet requirements for all written documents.
2. Shall be willing to meet the applicable criteria as listed in the Alaska Court System's Manual of Transcript Procedures (TF-410). Applicability of sections may vary depending on the requesting agency's needs. [Current copy included with the solicitation].

**D. Meeting Minutes**

1. Time stamps in the transcription that align with topics noted on the meeting agenda (provided by the requesting board).
2. Meeting Minutes are a summary made from the transcript after it has been typed up. It is then cleaned up to reflect what was said in the meeting rather than a complete capture. It requires a more in-depth process as it is more of an executive summary formed from a transcript. This service is adaptive and ever-changing; it can be modified with the input of each requestor.  
Meeting minutes are a cleaned up, edited, and fully rewritten summary of the meeting from the raw transcript.

**E. Optional Transcription Services (VALUE-ADD)**

1. Optional Transcription Services, (Value-Add) such as braille or insurance services may be offered by the Contractor. These "Optional Services" may be identified at the bottom of the Attachment F - Cost Proposal. These optional services (Value-Add) must have an associated cost and must not be listed within the body of the original cost proposal. The optional services (Value-Add) will not be evaluated and there is no guarantee that the optional service (Value-Add) items will be used. Optional service (Value-Add) items may be incorporated into the contract via an amendment at a later date if found to be in the state's best interest.

## **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately September 15, 2026, through September 30, 2027, with three optional one-year renewals, until completion, approximately September 30, 2030, at the sole discretion of the State of Alaska.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree:

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

### **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

- The offeror shall provide the requested transcription services, the final work product will be provided in PDF/Word format per the request of the ordering entity. Other formats are acceptable upon mutual agreement of the offeror and ordering entity.

### **SEC. 3.04 CONTRACT TYPE**

This contract is firm fixed-price contract.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director. Whereas this is a statewide contract (available to many different governmental entities), each ordering entity will be billed separately and will be responsible for payment of their invoices.

### **SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Administration 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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the

goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

### **SEC. 3.08 CONTRACT PRICE ADJUSTMENTS**

**Consumer Price Index (CPI):** Contract prices will remain firm through September 30, 2027.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2026); and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

### **SEC. 3.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed is within the United States of America.

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

By signing 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. 3.10 THIRD-PARTY SERVICE PROVIDERS**

N/A

### **SEC. 3.11 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.12 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.13 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. 3.14 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. 3.15 CONTRACT PERSONNEL**

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

### **SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

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

### **SEC. 3.17 LIQUIDATED DAMAGES**

N/A

### **SEC. 3.18 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 Administration or the Commissioner's designee.

### **SEC. 3.19 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

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. 3.20 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

### **SEC. 3.21 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.

Each insurance policy required by this, including a Subcontractor's policy if applicable, shall include the State of Alaska as an additional insured (with the exception of the Workers' Compensation policy) and waive their rights of subrogation against the State of Alaska.

The Contractor shall provide the State of Alaska certificate(s) of insurance necessary for the State to ensure compliance with the insurance provisions of this Contract. The Contractor must keep the required insurance in effect during the full term of the contract including all renewals or extensions. Current certificates of insurance must be provided to the state prior to the expiration date of any required coverage; to include providing certificates of insurance for Subcontractors as applicable.

Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies. Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided in the contract for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the solicitation or subsequent contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

### **SEC. 3.22 TERMINATION FOR DEFAULT**

- a. 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 the remaining work.

- b. The Procurement Officer may also, by written notice, terminate this 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**.

### **SEC. 3.23 ADMINISTRATIVE AND REPORTING REQUIRMENTS**

Contractor must submit quarterly reports to [doa.oppm.vendorreport@alaska.gov](mailto:doa.oppm.vendorreport@alaska.gov) and “Cc” the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

|                 |                               |
|-----------------|-------------------------------|
| First Quarter:  | July 1 through September 30   |
| Second Quarter: | October 1 through December 31 |
| Third Quarter:  | January 1 through March 31    |
| Fourth Quarter: | April 1 through June 30       |

#### **Administrative Fee:**

Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

- a) Contractor must include the MA Number on the check. Those checks submitted to the State without the MA Number will be returned to Contractor for additional identifying information.
- b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Office of Procurement and Property Management  
PO Box 110214  
Juneau, AK 99811-0214

- 
- c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- e) Administrative fee checks are due for each quarter as follows:

| <u>Reporting Period</u>                   | <u>Due Date</u> |
|-------------------------------------------|-----------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31          |
| State Fiscal Quarter 2 (Oct 1 - Dec 31):  | Jan 31          |
| State Fiscal Quarter 3 (Jan 1 - Mar 31):  | Apr 30          |
| State Fiscal Quarter 4 (Apr 1 - Jun 30):  | Jul 31          |

- f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this MA.

## 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 part of their proposal. An electronic copy of the forms is posted along with this RFP.

In accordance with Sec. 1.04 (PRIOR EXPERIENCE) Offerors must also submit sufficient documentation to support the mandatory minimum experience requirements.

Unless otherwise specified in this RFP, this supporting documentation, in addition to 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.**

### 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, One Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 5 pages, but the Offeror submits 7 pages for that submittal form. Only pages 1-5 will be evaluated. Pages 6 and 7 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

| Submittal Form                                                       | Maximum Page Limits |
|----------------------------------------------------------------------|---------------------|
| Submittal Form A – Offeror Information and Certifications            |                     |
| Submittal Form B – Experience and Qualifications                     | 5                   |
| Submittal Form C – Understanding of the Contract                     | 5                   |
| Submittal Form D – Methodology Used for the Contract                 | 5                   |
| Submittal Form E – Management Plan for the Contract                  | 5                   |
| Submittal Form F – Subcontractors (Not applicable for this proposal) |                     |
| Submittal Form G – Cost Proposal                                     |                     |

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

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

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

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

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

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

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

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**SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP (reference Section 3 for Scope of work and other details); illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**Offerors must provide resumes for all management personnel that will have responsibilities related to this contract as a separate attachment(s) to Submittal Form B. The resumes do not count toward the page limit for Submittal Form B.**

**SEC. 4.05 UNDERSTANDING OF THE CONTRACT (SUBMITTAL FORM C)**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the contract (reference Section 3 for Scope of work and other details).

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's schedule (reference Section 3 for Scope of work and other details).

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

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

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work (reference Section 3 for Scope of work and other details) and meet the needs of the State of Alaska.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

**SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)**

N/A

**SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)**

Offerors must complete and submit this Submittal Form. Proposed costs must include 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 contract, percentage of each person's time devoted to the contract, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

**SEC. 4.10 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

N/A

## 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. Submittal Form A is part of this process.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet 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 (includes Submittal Form A and resumes) |  | Pass/Fail |

  

| Qualifications Criteria           |                    | Weight |
|-----------------------------------|--------------------|--------|
| Experience and Qualifications     | (Submittal Form B) | 125    |
| Understanding of the Contract     | (Submittal Form C) | 125    |
| Methodology Used for the Contract | (Submittal Form D) | 125    |
| Management Plan for the Contract  | (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

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

### Offeror Total Score

$$\frac{\text{Highest Total Score Possible}}{\text{Max Points}} = \text{Points Awarded}$$

**Example (Max Points for the Section = 125):**

|                      | PEC<br>Member 1<br>Score | PEC<br>Member 2<br>Score | PEC<br>Member 3<br>Score | PEC<br>Member 4<br>Score | Combined<br>Total Score | Points<br>Awarded |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|-------------------|
| <b>Offeror<br/>1</b> | 10                       | 6                        | 5                        | 9                        | 30                      | 93.75             |
| <b>Offeror<br/>2</b> | 5                        | 5                        | 5                        | 5                        | 20                      | 62.5              |
| <b>Offeror<br/>3</b> | 10                       | 10                       | 10                       | 10                       | 40                      | 125               |

**Offeror 1** was awarded 93.75 points:

Offeror Total Score (30)

---

\_\_\_\_\_ x Max Points (125) = Points Awarded (93.75)  
Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)  
\_\_\_\_\_ x Max Points (125) = Points Awarded (62.5)  
Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40)  
\_\_\_\_\_ x Max Points (125) = Points Awarded (125)  
Highest Total Score Possible (40)

## **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) Do the individuals assigned to the contract have experience on similar projects/contracts?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the management of the work the contract requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the contract?

### **2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar work?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided reference names and phone numbers for similar contracts the offeror's firm has completed?

## **SEC. 5.05 UNDERSTANDING OF THE CONTRACT**

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

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the contract?

- 2) How well has the offerors detailed what measures they will take to protect sensitive customer information and comply with all federal requirements including, but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personal Identifiable Information (PII)?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

## **SEC. 5.06 METHODOLOGY USED FOR THE CONTRACT**

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) What steps will be taken to ensure and verify the level of accuracy required, and how will accuracy issues be addressed?
- 5) How well does the offeror address providing support through differences in time zones.
- 6) How well does the offeror address policies and procedures to maintain confidentiality of all transcription files? Additionally, how well does the offeror describe their methods for handling and reporting security events?

## **SEC. 5.07 MANAGEMENT PLAN FOR THE CONTRACT**

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

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

**SEC. 5.08 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 RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 points.**

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

**Offeror #2 receives 374.3 points.**

*\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$42,750 cost of Offeror #2's proposal = 374.3*

**Offeror #3 receives 336.8 points.**

*\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 336.8*

**SEC. 5.09 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 highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

## 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, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### **SEC. 6.03 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. 6.04 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. 6.05 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. 6.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the 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. 6.07 CONTRACT NEGOTIATION**

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

## **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the contract; 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. 6.09 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 set out the names of all offerors and identify the offeror selected for award.

## **SEC. 6.10 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."

## **SEC. 6.11 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:

### Application Of Preferences

- 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(I)

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

## **SEC. 6.12 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

## **SEC. 6.13 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. 6.14 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.

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 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. 6.15 STANDARD CONTRACT PROVISIONS**

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

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

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

#### **SEC. 6.16 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. 6.17 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 6.18 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. 6.19 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. 6.20 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 counteroffer 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 it is not in the best interest of the State.

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

## **SEC. 6.21 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. 6.22 DISCLOSURE OF PROPOSAL CONTENTS**

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

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 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.

## **SEC. 6.23 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. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the contract or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

## **SEC. 6.25 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. 6.26 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. 6.27 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. 6.28 SOLICITATION ADVERTISING**

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

## **SEC. 6.29 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.

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- **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.

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## **SECTION 7. ATTACHMENTS & ITEMS TO BE RETURNED**

### **SEC. 7.01 ATTACHMENTS**

**Attachments which must be returned:**

- 1) Submittal Forms A - E
- 2) Cost Proposal (Submittal Form G)

**Attachments which are for informational use only:**

- 3) Standard Contract Form for Goods and Non-Professional Services and Appendix A
- 4) Appendix B<sup>1</sup>
- 5) Alaska Court System Manual of Transcript Procedures (TF-410)

### **SEC. 7.02 ADDITIONAL MANDATORY RETURN ITEMS**

Offers must return the following items in addition to items 1-2 above

- 1) Resumes for all management personnel that will have responsibilities related to this contract (Reference Sec. 4.04 & Sec. 5.04)
- 2) Supporting documentation for PRIOR EXPERIENCE (Reference Sec. 1.04)