STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS (IRFP)

SCHOOL BOARD ETHICS AND BUDGET TRAINING

IRFP 20260500-02

ISSUED 10/16/2026

THE DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT (DEED) IS SEEKING PROPOSALS FROM QUALIFIED VENDORS TO DESIGN AND DELIVER COMPREHENSIVE TRAINING MODULES ON SCHOOL BOARD ETHICS AND MUNICIPAL/DISTRICT BUDGETING FOR ALASKA SCHOOL BOARD MEMBERS.

ISSUED BY:

DEPARTMENT OF EDUCATION AND EARLY DEVELOPMENT
DIVISION OF INNOVATION AND EDUCATION EXCELLENCE

PRIMARY CONTACT:

DISNEY RAMOS
PROCUREMENT OFFICER
EED.PROCUREMENT@ALASKA.GOV
(907) 269-3484

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS 3
SEC. 1.01 PURPOSE OF THE IRFP 3
SEC. 1.02 BUDGET 3
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS 3
SEC. 1.04 PRIOR EXPERIENCE 3
SEC. 1.05 REQUIRED REVIEW 4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS 4
SEC. 1.07 RETURN INSTRUCTIONS 4
SEC. 1.08 PROPOSAL CONTENTS 4
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY 5
SEC. 1.10 AMENDMENTS TO PROPOSALS 5
SEC. 1.11 AMENDMENTS TO THE IRFP 6
SEC. 1.12 IRFP SCHEDULE 6
SEC. 1.13 ALTERNATE PROPOSALS 6
SECTION 2. BACKGROUND INFORMATION 7
SEC. 2.01 BACKGROUND INFORMATION 7
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION 8
SEC. 3.01 SCOPE OF WORK 8
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE 10
SEC. 3.03 DELIVERABLES 10
SEC. 3.04 CONTRACT TYPE 11
SEC. 3.05 PROPOSED PAYMENT PROCEDURES 11
SEC. 3.06 CONTRACT PAYMENT 11
SEC. 3.07 LOCATION OF WORK 11
SEC. 3.08 SUBCONTRACTORS 12
SEC. 3.09 JOINT VENTURES 12
SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS 12
SEC. 3.11 CONTRACT PERSONNEL 12
SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS 13
SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY 13
SEC. 3.14 INDEMNIFICATION 14
SEC. 3.15 INSURANCE REQUIREMENTS 14
SEC. 3.16 TERMINATION FOR DEFAULT 14
SECTION 4. PROPOSAL FORMAT AND CONTENT 16
SEC. 4.01 PROPOSAL FORMAT AND CONTENT 16
SEC. 4.02 INTRODUCTION 16
SEC. 4.03 UNDERSTANDING OF THE PROJECT 16
SEC. 4.04 METHODOLOGY USED FOR THE PROJECT 16
SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT 16
SEC. 4.06 EXPERIENCE AND QUALIFICATIONS 16
SEC. 4.07 COST PROPOSAL 17
SEC. 4.08 EVALUATION CRITERIA 17
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION 18
SEC. 5.01 UNDERSTANDING OF THE PROJECT (150 POINTS) 18
SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (100 POINTS) 18
SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (100 POINTS) 18
SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (150 POINTS) 18
SEC. 5.05 CONTRACT COST (400 POINTS/40%) 19
SEC. 5.06 ALASKA OFFEROR PREFERENCE (100 POINTS/10%) 19
SECTION 6. GENERAL PROCESS INFORMATION 20
SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES 20
SEC. 6.02 SITE INSPECTION 20
SEC. 6.03 CLARIFICATION OF OFFERS 20
SEC. 6.04 DISCUSSIONS WITH OFFERORS 21
SEC. 6.05 EVALUATION OF PROPOSALS 21
SEC. 6.06 CONTRACT NEGOTIATION 21

SEC. 6.07 FAILURE TO NEGOTIATE 21
SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION 22
SEC. 6.09 PROTEST 22
SEC. 6.10 APPLICATION OF PREFERENCES 23
SEC. 6.11 ALASKA BIDDER PREFERENCE 23
SEC. 6.12 ALASKA VETERAN PREFERENCE 24
SEC. 6.13 ALASKA MILITARY SKILLS PROGRAM PREFERENCE 24
SEC. 6.14 ALASKA OFFEROR PREFERENCE 25
SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS 25
SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES 25
SECTION 7. GENERAL LEGAL INFORMATION 27
SEC. 7.01 STANDARD CONTRACT PROVISIONS 27
SEC. 7.02 QUALIFIED OFFERORS 27
SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT 27
SEC. 7.04 ADDITONAL TERMS AND CONDITIONS 27
SEC. 7.05 HUMAN TRAFFICKING 27
SEC. 7.06 RIGHT OF REJECTION 28
SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS 28
SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS 28
SEC. 7.09 ASSIGNMENTS 29
SEC. 7.10 DISPUTES 29
SEC. 7.11 SEVERABILITY 29
SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS 29
SEC. 7.13 FEDERALLY IMPOSED TARRIFFS 30
SECTION 8. ATTACHMENTS 31
SEC. 8.01 ATTACHMENTS 31

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Department of Education and Early Development (DEED) is seeking proposals from qualified vendors to design and deliver comprehensive training modules on school board ethics and municipal/district budgeting for Alaska school board members.

SEC. 1.02 BUDGET

Department of Education and Early Development, Division of Innovation and Education Excellence, estimates a budget of between **$75,000** and **$100,000** for completion of this project. Proposals priced at less than **$75,000** or more than **$100,000** will be considered non-responsive and rejected.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3:00PM** prevailing Alaska Standard Time on **November 6, 2026**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- The contractor must have at least five years of experience providing training or professional learning to school boards. Experience with charter school Academic Policy Committees and advisory school boards may be described in addition to this required experience.

- The contractor must include legal counsel, either as an employee or an identified subcontractor, to review all course content for legal accuracy before submission to DEED. Legal counsel must be licensed to practice law in Alaska and have demonstrated experience with Alaska school district law.

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 at eed.procurement@alaska.gov.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the IRFP. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision. Questions are due no later than **3:00PM** prevailing Alaska Standard Time on **October 23, 2026**.

EMAIL ADDRESS: eed.procurement@alaska.gov

PROCUREMENT OFFICER: **Disney Ramos** – PHONE **(907) 269-3484** - TDD **1-800-770-8973**

SEC. 1.07 RETURN INSTRUCTIONS

Proposals must be submitted via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to eed.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf". The email must contain the RFP number in the subject line, **IRFP 20260500-02**.

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. When 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) 269-3484** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the IRFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that 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 IRFP;

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.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 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. 1.11 AMENDMENTS TO THE IRFP

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

SEC. 1.12 IRFP SCHEDULE

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

- Issue IRFP **10/16/2026**
- Deadline for Questions **10/23/2026**
- Deadline for Receipt of Proposals **11/6/2026**
- Proposal Evaluation Committee complete evaluation by **11/12/2026**
- State of Alaska issues Notice of Award **11/12/2026**

  (Must use if procurement is over $50,000 and include protest rights under 2 AAC 12.695)
- State of Alaska issues contract **11/23/2026**
- Contract start **UPON FINAL SIGNATURE**

This IRFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Education and Early Development, 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. 1.13 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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

During the 34th Session of the Alaska Legislature, AS 14.07.020(a), AS 14.08.041(g), and AS 14.12.045 were amended to require that school board ethics and budgeting training be made available to school districts so local school board members can complete the required training within the first 30 days of taking office.

Under Alaska Statutes AS 14.08.041(g) (applicable to Regional Educational Attendance Area school boards) and AS 14.12.045 (applicable to borough and city school districts statewide), newly elected or appointed school board members must complete structured training in board governance, ethical standards, and public-school finance.

To ensure state-level statutory compliance and support consistent, effective governance across all Alaska school districts, the selected vendor will develop accessible, high-quality professional development coursework tailored specifically to Alaska's legal, fiscal, and operational frameworks.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The contractor shall develop content for asynchronous ethics and budgeting training for Alaska school board members, including regional school board members. The training will be housed in the department online eLearning platform. A supplemental companion document covering the information covered in the training will be part of the training package created for use with school boards. The training must use plain language and realistic Alaska school board scenarios. At a minimum, the course must cover the following topics:

Ethics Section (2 hours)

1. **Ethical conduct and conflicts of interest**
    - Financial and personal interests, required disclosures, and participation in decisions after a conflict is identified;
    - Nepotism and decisions involving relatives, including employment, supervision, and contracts;
    - Gifts and improper use of a board position or district resources;
    - Interactions with vendors and potential contractors, including involvement in district purchasing decisions; and
    - When and how a member should seek guidance before acting.
2. **Board roles and responsibilities**
    - The distinction between board governance and district administration and management;
    - The authority of the board as a whole and the limits of an individual member's authority to direct staff or speak or act on behalf of the board;
    - A member's responsibilities when serving on a board committee; and
    - Appropriate interactions with district staff, fellow board members, students, families, and the public, including how to refer complaints and concerns about individual students through district processes.
3. **Meetings and board decisions**
    - Alaska Open Meetings Act requirements, including notice, quorum, voting, abstention, and recusal;
    - How meeting requirements apply to special meetings, committees, work sessions, community events, informal gatherings, and communications by email, text, or other electronic means;
    - The distinction between requirements under Alaska law and local board policy and procedures under Robert's Rules of Order, where adopted; and
    - Public records responsibilities for board-related emails, texts, messages, and social media communications, including communications made using personal accounts or devices.
4. **Executive sessions and protected information**
    - When an executive session is permitted, the procedures for entering and conducting one, and limits on discussion and action;
    - The difference between information discussed in executive session, confidential information, and information protected by attorney-client privilege; and
    - A member's responsibilities for protecting student and personnel information, board materials, and legal advice during and after board service

Budget Section (2 hours)

1. **School Board Fiscal Governance**
    - Roles and responsibilities of the school board, superintendent, and district administration in the budgeting process.
    - The board's responsibility for adopting and overseeing the district budget.
    - Appropriate financial oversight, including the distinction between governance and day-to-day financial management.
    - Questions board members should consider when reviewing budgets, budget amendments, financial reports, and significant financial decisions.

2. **Alaska Public School Funding**
    - Overview of Alaska's public school funding framework and applicable requirements of AS 14.17 and related statutes and regulations.
    - Basic components of the foundation funding formula and how enrollment and student characteristics affect district revenue.
    - Required local contribution and additional local contribution, as applicable.
    - Overview of federal Impact Aid, including how Impact Aid is treated within Alaska's school funding formula and the calculation and application of deductible Impact Aid.
    - Overview of federal, state, local, and other restricted and unrestricted funding sources.

3. **District Budget Development and Approval**
    - The annual district budget development cycle and the respective roles of the administration and school board.
    - Revenue and expenditure forecasting.
    - Development and use of budget assumptions.
    - Requirements for a balanced budget.
    - Board adoption of the district budget and subsequent budget revisions.
    - DEED budget submission, review, approval, and rejection requirements, including applicable timelines.
    - Consequences associated with failure to submit an approvable budget.

4. **Understanding School District Financial Information**
    - Fundamentals of governmental and fund accounting necessary for school board financial oversight.
    - Operating funds, special revenue funds, capital project funds, and other commonly used district funds.
    - Revenues, expenditures, transfers, and other financing sources and uses.
    - Budget-to-actual financial reporting.
    - Fund balance, including committed, assigned, restricted, and unassigned fund balance, as applicable.
    - Encumbrances, reserves, and other financial concepts commonly encountered by school boards.
    - Relationship between the district's budget and annual audited financial statements.

5. **Financial Sustainability and Risk**
    - Multi-year financial planning and forecasting.
    - Enrollment changes and their effect on revenues and expenditures.

- Fixed, variable, and discretionary expenditures.
- Personnel costs and other significant expenditure commitments.
- Use of fund balance and identification of structural budget deficits.
- Financial indicators that may signal emerging fiscal concerns.
- Considerations associated with grants, restricted funding, and temporary or one-time funding.

The proposal must include:

1. A description of the contractor's Alaska school board training experience, including the years in which services were provided, topics covered, and types of boards served;
2. Examples of training materials or courses the contractor has developed, including an example designed for asynchronous learning, if available;
3. The names, roles, and qualifications of the individuals who will develop the course content;
4. The name and qualifications of the legal counsel who will review the course content, and whether that person is an employee or subcontractor; and
5. A description of the contractor's experience preparing content for an eLearning platform or working with a separate course development vendor.

Project timeline

- Contract Award: November 23, 2026
- Project kickoff meeting: December 1, 2026
- Provide a draft of training for DEED feedback: March 1, 2027
- Final eLearning content due: March 15, 2027
- Provide a draft of supplemental guidance for DEED feedback: April 15,2027
- Final supplemental guidance due June 1, 2027
- Monthly meetings starting in December 2026, additional meetings scheduled as needed.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **November 2026**, until completion, approximately **June 30, 2027**.

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

SEC. 3.03 DELIVERABLES

The contractor shall organize the ethics and budgeting content into an asynchronous course that school board members can complete independently. The course must include realistic scenarios, questions with explanations, and a brief knowledge check. Its content must identify the applicable Alaska legal authority for each legal requirement and distinguish legal requirements from recommended practices.

The contractor shall work with DEED and DEED's eLearning vendor to determine the format and specifications needed to build the course on DEED's eLearning platform. The contractor is responsible for preparing and revising the content in that format, including the course script, scenarios, questions and answers, participant resources, source citations, and information needed to record course completion. DEED's eLearning vendor will build and place the course on the platform.

The contractor shall provide a supplemental desk manual to accompany the eLearning module. The contractor is responsible for preparing and revising the content that will accompany the training module on the eLearning platform.

The contractor shall provide editable content files so DEED can maintain and update the course. A person with demonstrated expertise in Alaska school district law shall review the legal content for accuracy. DEED will review and approve the completed content before the eLearning vendor places the course on the platform.

The contractor shall provide a crosswalk identifying the Alaska statutes and regulations applicable to the required training topics and showing where each requirement is addressed in the course.

SEC. 3.04 CONTRACT TYPE

This contract is a 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.

SEC. 3.06 CONTRACT PAYMENT

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

SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed must be provided by the Contractor.

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

Travel to other locations will not be required.

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

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

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

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

SEC. 3.08 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing ***(must not complete more than 20% of the contract deliverables)****;*
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

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

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.11 CONTRACT PERSONNEL

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

SEC. 3.12 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Education and Early Development or the Commissioner's designee.

SEC. 3.13 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.14 INDEMNIFICATION

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

SEC. 3.15 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of $300,000 per claim /annual aggregate.

SEC. 3.16 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS.**

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this IRFP and provide all information requested.

The offeror shall not disclose their costs in the technical proposal.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this IRFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

Offerors must provide a demonstrated understanding of the deliverables, and the time schedule the State is expecting.

Offerors must identify pertinent issues and potential problems related to the project and provide possible solutions for consideration.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

Offerors must propose a facilitation methodology that will align to the size and scope of the project.

Offerors must provide a timeline and coordination plan for ensuring the timely completion of deliverables.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

Offerors must provide a clearly organized project team with defined accountability and lines of communication and authority.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide details on how they meet or exceed the minimum qualifications as listed in **SEC 1.04. PRIOR EXPERIENCE**.

Offerors must provide a concise narrative on their experience and qualifications as it relates to this project or other field-related experiences.

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

SEC. 4.07 COST PROPOSAL

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Offeror shall not disclose their cost in the technical proposal.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive and responsible. Proposals determined to be responsive and responsible will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 UNDERSTANDING OF THE PROJECT (150 POINTS)

Proposals will be evaluated against the questions set out below:

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2) How well has the offeror identified pertinent issues and potential problems related to the project?
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. 5.02 METHODOLOGY USED FOR THE PROJECT (100 POINTS)

Proposals will be evaluated against the questions set out below:

1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
2) How well does the offeror propose a facilitation methodology aligned to the size and scope of the project?
3) Did the offeror provide a timeline and coordination plan for ensuring timely completion of deliverables?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (100 POINTS)

Proposals will be evaluated against the questions set out below:

1) How well does the management plan support all the project requirements and logically lead to the deliverables required in the IRFP?
2) How well is accountability completely and clearly defined?
3) Does it appear that the offeror can meet the schedule set out in the IRFP?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (150 POINTS)

Proposals will be evaluated against the questions set out below:

1) Did the offeror provide a comprehensive narrative on how they meet or exceed the minimum requirements as indicated in **SEC. 1.04 PRIOR EXPERIENCE**.
    a) An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.
2) How well did the offeror describe their experience and qualifications as it relates to this project and/or other field-related experiences?

3) Did the offeror provide reference names and phone numbers for similar projects the offeror has completed?

4) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

5) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 CONTRACT COST (400 POINTS/40%)

Overall, a minimum of **40**% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.10.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (100 POINTS/10%)

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. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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. 6.02 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. 6.03 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. 6.04 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.05 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 IRFP, 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. 6.06 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 virtually.

SEC. 6.07 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or

- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.09 PROTEST

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

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

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

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

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

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

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

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

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

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision denying the protest and stating the

reasons for denial, issue a decision sustaining the protest, in whole or in part, and instruct the procurement officer to implement an appropriate remedy, or conduct a hearing using procedures set out in AS 36.30.670(b).

SEC. 6.10 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

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

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

Sec. 6.11 ALASKA BIDDER PREFERENCE

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

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

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

SEC. 6.12 ALASKA VETERAN PREFERENCE

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

A. sole proprietorship owned by an Alaska veteran;

B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

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

SEC. 6.13 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. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the IRFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ $42,750 cost of Offeror #2's proposal = ***37.4***

Offeror #3 receives 33.7 points.

$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ $47,500 cost of Offeror #3's proposal = **33.7**

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

100 Total Points Available in IRFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	**90 points**	**(80 points + 10 points)**

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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. Objections to any of the provisions in Appendix A 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 the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

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

1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or

2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the IRFP.

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

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 7.04 ADDITONAL TERMS AND CONDITIONS

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

SEC. 7.05 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. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

SEC. 7.07 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. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
    a. marked information confidential;
    b. for any information marked confidential, identified the authority that makes that specific information confidential; and
    c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.

5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
    a. the State agrees that the Law protects the information; and
    b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.13 FEDERALLY IMPOSED TARRIFFS

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

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
  b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds $250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

1) Cost Proposal Form
2) Sample Standard Agreement Form - Appendix A