



STATE OF ALASKA
Department of Health and Social Services
Division of Public Health
350 Main Street, Room 6
Juneau, AK 99811

Request For Proposals
RFP 2013-0600-1975
Date of Issue: May 24, 2013

Title and Purpose of RFP:

K-12 Obesity Prevention Program Training & Technical Assistance

The Division of Public Health, Obesity Prevention and Control Program (OPCP) is soliciting proposals from qualified contractors to coordinate training and technical assistance to K-12 obesity prevention grantees implementing comprehensive obesity prevention programs within the school setting. The contractor should use and be experts in the School Health Guidelines to Promote Healthy Eating and Physical Activity, published by the Centers for Disease Control and Prevention, and the USDA Food and Nutrition Services guidance on implementing the Healthy, Hunger Free Kids Act of 2010.

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 subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Janice Neal
Procurement Officer
Department of Health and Social Services
Janice.Neal@alaska.gov

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit an **original and four, unbound copies** of their proposal, in writing, in a sealed envelope to the procurement officer. **Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.**

Include with your proposal packet a CD containing electronic copies of the Proposal and Cost Proposal as separate documents. Electronic documents should be no larger than 5MB each. Submissions must be addressed as follows:

Department of Health and Social Services
Division of **Public Health**
Attention: **Janice Neal**
Request for Proposal (RFP) Number: **2013-0600-1975**
Project name: **K-12 Obesity Prevention Program Training & Technical Assistance**
350 Main Street, Room 6
Juneau, AK 99811

Proposals must be received no later than **4:00 P.M.**, Alaska Time on **June 20, 2013**. Fax proposals are not acceptable. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Important Note: There is **no** overnight express mail delivery to Juneau, Alaska. Expedited mail service takes at least two nights.

PROCUREMENT OFFICER: **Janice Neal** – PHONE **907-465-5842** - FAX **907-465-6421**

1.02 Contract Term and Work Schedule

The contract term and work 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 opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from July 1, 2013 through June 30, 2014, with three (3) one-year optional renewals (July 1, 2014 through June 30, 2017) to be exercised at the sole discretion of the state.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over 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) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP **May 24, 2013,**
- Deadline for Receipt of Questions **June 3, 2013,**
- Deadline for Receipt of Proposals **June 20, 2013,**
- Proposal Evaluation Committee complete evaluation by **June 25, 2013,**
- State of Alaska issues Notice of Intent to Award a Contract **June 26, 2013,**
- State of Alaska issues contract **July 8, 2013**

1.03 Purpose of the RFP

The Division of Public Health, Obesity Prevention and Control Program (OPCP) is soliciting proposals from qualified contractors to coordinate training and technical assistance to K-12 obesity prevention grantees implementing comprehensive obesity prevention programs within the school setting. The contractor should use and be experts in the School Health Guidelines to Promote Healthy Eating and Physical Activity, published by the Centers for Disease Control and Prevention, and the USDA Food and Nutrition Services guidance on implementing the Healthy, Hunger Free Kids Act of 2010.

1.04 Budget

Department of Health and Social Services, Division of Public Health, estimates a budget of \$310,000 (*FY14 - \$100,000 and FY15, FY16, and FY17 - \$70,000 per year*) dollars for completion of this project. Proposals priced at more than **\$310,000 DOLLARS** will be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed is at the contractor locations, except for the training events mentioned in deliverables 2, 3, 4, and 8.

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

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for **1-2** person(s) to make **3-4** trip(s) to **Anchorage, AK**. 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.07 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.

1.08 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.09 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing. **No further questions will be allowed after 4:00 pm Alaska time on date June 3, 2013.**

Send questions to janice.neal@alaska.gov.

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.

1.10 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.11 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.

1.12 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

1.13 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.14 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.15 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.

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:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) 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.

1.16 Joint Ventures

Joint ventures will not be allowed.

1.17 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 RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and

- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.18 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 Commissioner, Department of Health and Social Services, 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

Current grantees that propose to provide technical assistance to a group of grantees will be precluded from submitting a proposal unless a written statement of refusal of grant funds is attached. All proposals submitted by current grantees must indicate that grant awards will not be accepted for the duration of the contract and/or any quarterly advance that has already been received will be returned upon award of contract. Proposals submitted by current grantees without this statement shall be deemed non-responsive.

1.19 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.

1.20 Solicitation Advertising

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

1.21 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.22 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.

1.23 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.24 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.

1.25 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **(included in this document) must be completed and submitted with your proposal.**

<https://www.epls.gov/>

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A pre-proposal conference will not be held for this solicitation. See Section 1.08 for instructions on submitting questions regarding this RFP.

2.03 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.

2.04 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.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 **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:

- a) 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
- b) 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.

2.06 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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 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 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.

2.08 Minimum Qualifications

In order for offers to be considered responsive offerors must provide evidence that they meet these minimum prior experience requirements.

Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.

1. A minimum of two (2) years' experience, within the last five (5) years, in conducting trainings on school health programs.
2. A minimum of two (2) years' experience, within the last five (5) years, providing planning and evaluation and/or technical assistance to public health, education or advocacy groups.

Offerors demonstrating experience in U.S. Centers for Disease Control and Prevention's School based obesity prevention program guidelines, school policy development, or conducting the School Health Index, WellSAT, HECAT/PECAT, or HealthierUS School Challenge will score higher under 7.04 of this RFP.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. Evidence of meeting minimum prior experience must be shown in the experience section of the offeror's proposal.

2.09 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 SEVEN of this RFP.

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.

2.10 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.

2.11 F.O.B. Point

Not applicable.

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.
- Mining licenses issued by Alaska Department of Revenue.

2.13 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 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 Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

- 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 36.30.170(c)**
- Alaskans with Disability Preference - AS 36.30.170 (e)**
- Employers of People with Disabilities Preference - AS 36.30.170 (f)**

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.14 5 Percent Alaska Bidder Preference AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) 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;
- (d) 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 organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (d) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (d) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) 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.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

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 through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (400 points) of the total of 1,000 points for cost.

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 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 400 & = & 16,000,000 & \div & \$42,750 & = & 374 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

Offeror #3 receives 337 points.

$$\begin{array}{rclclcl}
 \$40,000 & \times & 400 & = & 16,000,000 & \div & \$47,500 & = & 337 \\
 \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\
 & & & & & & \text{The Application Of} & & \\
 & & & & & & \text{All Applicable} & & \\
 & & & & & & \text{Preferences} & &
 \end{array}$$

2.17 Alaska Offeror Preference AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclclcl}
 1000 & \times & 10\% & = & 100 \\
 \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\
 \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\
 & & & & \text{Under the Preference}
 \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

- Offeror #1 - 890 points*
- Offeror #2 - 800 points*
- Offeror #3 - 880 points*

Offeror #2 and Offeror #3 each receive 100 additional points. The final scores for all of the offers are:

Offeror #1 - **890 points**

Offeror #2 - **900 points**

Offeror #3 - **980 points**

Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the 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 in **Anchorage**, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.19 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.

2.20 Notice of Intent to Award (NIA) — 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.

2.21 Protest

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

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

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

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

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

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

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

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

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

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

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a *fixed price* contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health and Social Services, 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.

3.03 Standard Contract Provisions

The successful offeror will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The successful offeror 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

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

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

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1 in the attached EXAMPLE –Standard Agreement, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management.

3.07 Bid Bond - Performance Bond - Surety Deposit

Not applicable.

3.08 Contract Funding

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

3.09 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.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services 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.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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.

3.14 Termination for Default

If the project director 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.

3.15 Liquidated Damages

Not applicable.

3.16 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 project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

3.17 Contract Additions - Anticipated Amendment

At the State's sole option and contingent upon available funding, DHSS may invoke a second phase of this contract for additional professional services that fall within the general scope of the original contract. If opted for, work under phase II may not progress until the Procurement Officer of record determines in writing that phase II is necessary and in the State's best interest.

3.18 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

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 administrative, physical and technological 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, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security

Rule”). 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.

The contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule if the contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the contractor. The contractor shall be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract if the contractor will be using or will have access to the protected health information of DHSS, as part of the services performed by the contractor.

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 protected health information (as defined in 45 C.F.R. 160.103); or classified confidential as defined by State of Alaska classification and categorization guidelines (i) 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 (ii) 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, individually identifiable health information, 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.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Obesity is the predominant public health threat of our lifetimes. If obesity rates aren't stabilized and reversed, the medical care costs associated with treating obesity-related chronic disease will threaten the government's ability to fund Medicare and Medicaid.

Obesity is expected to overtake tobacco as the leading cause of death.¹ It already surpasses tobacco in estimates of annual direct medical costs in Alaska (\$459 million² vs. \$325 million³). Alaska's obesity-related Medicaid costs will be *\$684 million annually* by 2030 if obesity rates continue to rise as predicted.⁴ The responsibility for this dramatic change in our state's population is both personal and societal. Federal, state, and local governments have a vested interest in curbing the ever increasing medical care and productivity costs associated with the obesity epidemic and its many health consequences.

Obesity is a cause of diabetes, heart disease and other chronic ailments and affects physical performance, life expectancy, and quality of life.⁵ Due to obesity, this generation of children is predicted to have a shorter lifespan than their parents.⁶ Nationally, childhood obesity rates have tripled over the past four decades and today's youth are faced with chronic conditions previously not seen in children, including type 2 diabetes (formerly "adult onset diabetes") and hyperlipidemia (high cholesterol and triglycerides).⁷

The State of Alaska Obesity Prevention and Control Program (OPCP) is working to make regular physical activity, good nutrition, and healthy weight a part of every Alaskan's life. The Alaska OPCP prevents and controls obesity and related chronic diseases through evidence-based, public health strategies recommended by the Centers for Disease Control and Prevention (CDC).

Why work with schools?

We know that obesity negatively affects academic performance⁸ and that:

- 26% of Alaska high school students are overweight or obese⁴;
- 36% of students in the Anchorage and Kenai Peninsula School Districts are overweight or obese⁴;
- 21% of children ages 2-4 enrolled in the Women, Infants and Children (WIC) Program are obese⁴.

Next to families, the school has more influence on the lives of young people than any other social institution.⁹

¹ Mokdad AH, Marks JS, Stroup DF, Gerberding JL. Actual Causes of Death in the United States, 2000. *JAMA*. 2004;291:1238-1245.

² Trogon JG, Finkelstein EA, Feagan CW, and Cohen JW. State-and Payer-Specific Estimates of Annual Medical Expenditures Attributable to Obesity. *Obesity*. 2012;20(1):214-220.

³ Alaska Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. *A Decade of Progress: Tobacco Prevention and Control in Alaska FY2010-2011*. Accessed on 3/6/13. Available at <http://dhss.alaska.gov/dph/Chronic/Documents/Tobacco/PDF/TobaccoARFY10.pdf>.

⁴ Alaska Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. *Alaska Obesity Facts Report. August 2012*. Accessed on 3/6/13. Available at <http://dhss.alaska.gov/dph/Chronic/Documents/Obesity/pubs/2012AlaskaObesityFacts.pdf>.

⁵ US Department of Health and Human Services, *The Surgeon General's Call to Action to Prevent and Decrease Overweight and Obesity*. Rockville, MD: Public Health Service, Office of the Surgeon General; 2001.

⁶ Olshansky SJ, Passaro DJ, Hershow RD, et al. A potential decline in life expectancy in the United States in the 21st century. *NEJM*. 2005;352:1138-1145.

⁷ Ogden CL, Carroll MD, Curtin LR, Lamb MM, Flegal KM. Prevalence of high body mass index in U.S. children and adolescents, 2007–2008. *JAMA* 2010;303:242–9.

⁸ Action for Healthy Kids. *The Learning Connection: The Value of Improving Nutrition and Physical Activity in Our Schools*. October 2004.

⁹ Centers for Disease Control and Prevention. *School Health Guidelines to Promote Healthy Eating and Physical Activity*. *MMWR* 2011;60(No. RR-5).

While it is understood that schools alone cannot be expected to address all student health issues, schools are in a unique position to reach nearly all the young people and their families in the state. Schools can improve the health and education of young people and prepare them to be healthy and productive adults. Schools can provide a focal point in which families, community organizations, health care workers and youth themselves can focus on the well-being of young people.

Children and youth spend 6-7 hours a day at school. Health education is taught in schools to provide students with the information they need to make healthy choices. Quality physical education develops individuals who have the knowledge, skills and confidence to enjoy a lifetime of healthful physical activity. The foods students consume in school can contribute as much as 50% of a child's daily caloric intake on school days. Not only are students educated and fed at school, the school environment can also support the acquisition of lifelong healthy eating and physical activity behaviors.

Federal regulations and school based obesity prevention programs

The federal government has made obesity prevention in the school setting a priority, mandating school districts to adopt and implement wellness policies. The Healthy, Hunger-Free Kids (HHFK) Act of 2010, Public law 111-296, reauthorized funding and requirements for the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. 1758b), which includes the National School Lunch Program (NSLP), School Breakfast Program, and other child nutrition programs.

Section 204 of the HHFK Kids Act of 2010, *Local School Wellness Policy Implementation*, expands upon the previous wellness policy requirements from the Child Nutrition and Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Reauthorization Act of 2004 (Public law 108-265). The United States Department of Agriculture (USDA) Food and Nutrition Services Program (FNS) issued Memo SP 42-2011 on July 8, 2011, that outlined the new requirements for local wellness policies. Each local educational agency (LEA) that participates in the National School Lunch Program or other child nutrition program authorized by the HHFK Act of 2010 or the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.) is mandated by federal law to establish a local school wellness policy for all schools under its jurisdiction.

Local wellness policies are an important tool for parents and school districts to promote student wellness, prevent and reduce childhood obesity, and provide assurance that school meal nutrition guidelines meet the federal school meal standards. Section 204 of the HHFK Act of 2010 strengthens wellness policies by emphasizing ongoing implementation and assessment. This provision also supports a robust process at the community level, including the expansion of the team of collaborators participating in the wellness policy development to include more members from the community. This approach is intended to foster broad-based community support for the development and implementation of effective wellness policies.

Section 208 of the HHFK Kids Act of 2010, *Nutrition Standards for all Foods Sold in School*, requires that federally approved nutrition standards will apply to all foods sold outside the school meals program, on the school campus and at any time during the school day. The proposed rule was published in the Federal Register February 8, 2013 and the final rule is anticipated by the fall of 2013. Nationally and locally, almost all districts will need to change the foods and beverages currently sold in vending machines, school stores, snack bars, and a la carte sales.

School wellness policies help shape the school environment to promote good nutrition and physical activity behaviors. Strong wellness policies use a comprehensive approach by implementing evidence-based strategies that address health across multiple focus areas. Strong wellness policies support students in making healthy choices.

All schools that participate in the USDA National School Lunch Program are currently required to address physical activity and nutrition through their wellness policies, but without staff time or funding, many districts have found it challenging to put those policies into practice. The intent of the K-12 Obesity Prevention School Grant Program is to assist school districts in complying with federal mandates of the HHFK Kids Act of 2010, and strengthen the implementation of their policies and programs.

Alaska K-12 Obesity Prevention School Grant Program Description

The Alaska Obesity Prevention and Control Program has established a 4-year, K-12 Obesity Prevention School Grant Program available competitively to Alaskan public school districts participating in the USDA National School Lunch Program (NSLP). Grantees are tasked to establish a school-based obesity prevention program to create, implement, communicate, and enforce strong school wellness policies that support high-quality physical education, increase daily student physical activity, and improve the school nutrition environment.

The K-12 Obesity Prevention School Grant Program will provide competitively selected school districts the resources to achieve the federal requirements of the USDA HHFK Act of 2010 SEC. 204 *Local School Wellness Policy Implementation* and assist in the communication and implementation of SEC. 208, *Nutrition Standards for all Foods Sold in School*.

The Department of Health and Social Services expects to award 7-8 grants with annual funding of \$150,000 per grantee. The Request for Proposals (RFP) for the K-12 Obesity Prevention grant program can be found at: <http://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=167482>

At this point the Division of Public Health, Obesity Prevention and Control Program (OPCP) is soliciting for a contractor to coordinate training and technical assistance on implementing comprehensive obesity prevention programs within the school setting. The contractor should use and be experts in the School Health Guidelines to Promote Healthy Eating and Physical Activity, published by the Centers for Disease Control and Prevention, and the USDA Food and Nutrition Services guidance on implementing the Healthy, Hunger Free Kids Act of 2010.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Health and Social Services, Division of Public Health, Section of Chronic Disease and Health Promotion, Obesity Prevention and Control Program (OPCP) is soliciting proposals for a contractor to provide school-based obesity prevention consultation, planning, training, orientation, and technical assistance to grantees, the OPCP staff and statewide partners. In addition the contractor will provide OPCP staff and statewide partners with ongoing consultation, collaboration and information regarding state and national resources.

OPCP seeks to increase the capacity and skill of program grantees through effective training and technical assistance. The Training & Technical Assistance contractor must be able to comprehend and grasp implementing OPCP objectives while understanding unique needs of our communities and individual grantee programs.

Deliverables will include a comprehensive technical assistance and training plan for the four year grant program, curricula for two bi-annual meetings, an orientation, and a webinar series to support ongoing education. Grantee Program staff will be provided training on an on-going and calendared basis to ensure that grant program objectives are effective, follow best practices and maximize our program's resources.

The contractor will also serve as a school based obesity prevention policy expert, and coordinate OPCP and partner efforts regarding development of nutrition and physical activity model policies and practices. The contractor will help all grantees and program partners increase knowledge and skills in obesity prevention practices; including but not limited to policy development, using public health and education system data, and implementing programs and practices that support healthy nutrition and physical activity environments. Each of these products will be based on the CDC's School Health Guidelines to Promote Healthy Eating and Physical Activity, and the USDA Food and Nutrition Services guidance on implementing the Healthy, Hunger Free Kids Act of 2010. A copy of these publications can be found at the following links:

CDC School Health Guidelines to Promote Healthy Eating and Physical Activity Among Youth:

<http://www.cdc.gov/healthyouth/npao/strategies.htm>

USDA FNS Local School Wellness Policy:

<http://www.fns.usda.gov/tn/healthy/wellnesspolicy.html>

In addition, the contractor must work in collaboration with OPCP staff, statewide partners, grantees and other contractors to ensure all training and technical assistance supports the overarching mission and strategic objectives of the Obesity Prevention and Control Program and Alaska School Health and Safety Framework as outlined in:

Alaska Obesity Prevention and Control Program

<http://dhss.alaska.gov/dph/Chronic/Pages/Obesity/default.aspx>

Alaska School Health and Safety Framework

http://www.eed.alaska.gov/tls/SchoolHealth/pdf/ak_health_safety_plan.pdf.

All offerors are encouraged to review the Request for Proposals (RFP) for the K-12 Obesity Prevention grant program which can be found at:

K-12 Obesity Prevention Grant RFP

<http://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=167482>

Model policy work should be based on existing work from Alaska's School Wellness toolkit as well as guidance from national sources such as the USDA.

Alaska School Wellness Toolkit:

<http://dhss.alaska.gov/dph/Chronic/Documents/School/pubs/AKSchoolWellness.pdf>

USDA FNS Memo SP 42-2011. Child Nutrition Reauthorization 2010: Local School Wellness Policies. July 8, 2011. http://www.fns.usda.gov/cnd/Governance/Policy-Memos/2011/SP42-2011_os.pdf

Contractors must demonstrate their familiarity with the demographic composition of Alaska, including knowledge of any Alaska-specific health equity issues related to the deliverables or services being sought. Contractor should demonstrate how they will ensure all materials being developed are tailored and appropriate for the populations being served, such as a draft review by representatives of the population(s). Contractor should also demonstrate how technical assistance will be tailored to the community or population groups' needs.

The contractor will be required to provide consultation, planning, training, orientation, and technical assistance to grantees, the OPCP staff and statewide partners as outlined in the Section 5.02, Deliverables, outlined herein for the duration of the contract period. The contractor will ensure staff chosen to provide these services are capable of independent work on assignments and able to communicate respectfully with grantees, OPCP staff and statewide partners. Out of state contractors must be available for consultation during Alaska business hours.

5.02 Deliverables

The contractor will be required to provide the following deliverables:

Training for K-12 Obesity Prevention Grantees and partners:

1. Develop a training and technical assistance plan for the K-12 Obesity Prevention program
 - a. Conduct a technical assistance and training needs assessment of grantees regarding obesity prevention strategies and required activities highlighted in the K-12 Obesity Prevention RFP. Needs assessment methods should include, but not be limited to: review of grantee proposals and reporting, key informant interviews, online surveys, and site visit travel to 1-2 grantees.
 - b. Develop and convene a training advisory group to determine annual training and technical assistance plan for grantees and partners. The training advisory group will be comprised of OPCP staff, grantees, partners, and other contractors to develop a comprehensive training plan for the four year grant program (FY14-17), with emphasis on year 1. The training plan will ensure all training topics for biannual training, orientation, and webinars are relevant to program goals and respond to grantee needs. The plan should reflect the order of activities required of grantees in the RFP, identify which partners/key players should attend each training, and note whether the topic lends itself to webinar, small group session, larger conference, or individual technical assistance.
 - c. Training and technical assistance plan outline is due to the OPCP Project Director no later than October 1, 2013.
2. Develop and provide agendas, curriculum and materials, and facilitate interactive obesity prevention workshops or sessions (minimum of two, maximum of five) for up to 125 participants at the 2.5 day annual fall School Health & Wellness Institute (SHWI) held each fall in Anchorage.
 - a. Facility costs and site arrangement for the SHWI will be covered by a separate general conference contractor.
 - b. 2013 dates for the SHWI will be Thursday October 31- Saturday November 2, 2013 at the Hotel Captain Cook; 2014-2016 dates and location TBD.
3. Develop and provide agendas, curriculum and materials, and facilitate a one day Orientation training session for K-12 Obesity Prevention Grantees and OPCP program staff (up to 35 participants) in Anchorage on October 30, 2013 prior to the 2013 SHWI.
 - a. The contractor will be responsible for planning, negotiating, and managing conference site arrangements including audiovisual and related supplemental services, food and beverages, paying speaker fees and travel, facility costs, amenities and supplies.

4. Develop and provide agendas, curriculum and materials, and facilitate the spring two-day training sessions for K-12 Obesity Prevention Grantees and OPCP program staff (up to 35 participants) in Anchorage in the spring of each contract year.
 - a. The contractor will be responsible for planning, negotiating, and managing conference site arrangements including audiovisual and related supplemental services, food and beverages, paying speaker fees and travel, facility costs, amenities and supplies.
5. Develop and provide agendas, curriculum and materials, and facilitate teleconferences or webinars for up to 50 participants including the K-12 Obesity Prevention Grantees, OPCP program staff, and partners three to four times a year.
 - a. Contractor is responsible for all phone lines, hardware, software, equipment, and licenses necessary to complete the teleconferences/webinars.
 - b. Webinar/teleconference topics and content must be approved by Project Director at least two weeks prior to delivery.
6. Develop and provide the following necessary supportive materials for each training, teleconference or webinar noted above.
 - a. Prepare participant and facilitators agendas for each training event, to be approved by Project Director at least two weeks prior to each training.
 - b. Prepare any necessary materials to complement the training topics to be covered in each grantee training. Content for these materials will be coordinated with other statewide partners and will be approved by the project director at least one week prior to each training. Make materials available to grantees and partners in an electronic format after the training.
 - c. Develop and administer evaluation tools to assess the effectiveness of grantee trainings and plan for upcoming training or technical assistance needs. Provide OPCP Project Director an evaluation report summary within 3 weeks of each training, including any suggested updates to the annual training plan.
7. Develop and produce an Orientation training manual and facilitators guide to assist with orientation of individual grantee staff turnover throughout the 4 years of the grant program who were not able to attend the Fall 2013 Orientation.
 - a. The Orientation will provide a broad education on childhood obesity prevention, population-based public health policy, relevant state and federal laws, use of counter-marketing media, evaluation findings, and strategies specific to school-based obesity prevention grant programs. The Orientation training manual should also include an overview for new grantees, including reporting requirements, training opportunities, and technical assistance available from OPCP staff and contractors. Content for these manuals will be coordinated with and approved by OPCP Project Director; contractor does not need to be subject matter expert in all pieces of the manual. Provide a minimum of one hard copy manual or CD-ROM of the manual to each new grantee coordinator, and an additional two copies to OPCP Project Director.
Orientation training manual due for programmatic approval by June 1, 2014.
8. Propose sessions and present or arrange for presenters at 1-2 additional statewide conferences such as the Alaska Public Health Association annual conference, Anchorage School District's Summer Academy, Alaskans Taking on Childhood Obesity (ATCO) general meetings, or conferences hosted by partners such as DHSS Maternal and Child Health, School Nurse Association, Association of Alaska School Boards (AASB), Alaska School Nutrition Association, Alaska Alliance for Health, Physical Education, Recreation, and Dance (AKAPHERD), or Alaska Department of Education & Early Development (EED) Child Nutrition Program.

Technical assistance for OPCP, K-12 Obesity Prevention Grantees, and partners:

9. Provide on-going consultation and technical assistance to Obesity Prevention and Control Program (OPCP) staff, grantees and partners including planning and evaluating comprehensive school-based obesity prevention programs and current best practices for school-based obesity prevention programs.

- a. Collect and synthesize the latest research, data, and best practices related to childhood obesity prevention and make programmatic recommendations to the OPCP accordingly
 - b. Provide telephonic and email consultation and technical assistance to grantee program staff under limited special circumstances upon request of the OPCP Project Director.
 - c. Provide orientation and training to new grantee staff in person or by teleconference as appropriate under limited special circumstances upon request of the OPCP Project Director.
10. Provide resources and facilitate coordination of partner efforts around childhood obesity prevention. Services must include the following:
- a. Convene a group of key stakeholders (including Department of Education & Early Development, Department of Health and Social Services, and Association of Alaska School Boards) to assess and update model policy language for Alaska's school wellness policy to comply with current federal mandates and CDC recommendations
 - b. Provide input and guidance on partner initiatives including EED School Health update of state level health standards and EED Nutrition development of tools for measuring implementation/compliance with USDA Wellness policies
 - c. Assess opportunities for development of model policies for other relevant nutrition including sodium and PA/PE including recess policies as appropriate.
 - d. Collaborate and participate in partner and other contractor related program objectives as it pertains to this scope of work.
11. Report to the Project Director on a monthly basis.
- a. Be available to provide technical assistance and consultation services during standard working hours Alaska prevailing time.
 - b. Within 30 days of receipt of award, prepare and submit to the OPCP Project Director a management plan to include an organizational chart of program staff and a clear communications plan delineating chain of command for OPCP and contractor interactions. The management plan must include a Project Timeline of deliverables and which staff is responsible for each.
 - c. Prepare and submit to the OPCP Project Director a quarterly invoice and report on contract activities in a format provided by the OPCP. At a minimum, this report will include successes and challenges encountered during the quarter, a summary of services provided, and copies of any materials developed. The year-end report will summarize overall contract deliverables for the year as well as the fourth quarter activities.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 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 RFP and provide all information requested.

6.02 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 RFP; 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.

6.03 Understanding of the Project

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

6.04 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.

6.05 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.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; 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 project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,

- b. resume,
- c. location(s) where work will be performed,

Offerors must provide letters of reference for similar projects the offeror's firm has completed.

NOTE: Offerors demonstrating experience in U.S. Centers for Disease Control and Prevention's School based obesity prevention program guidelines, school policy development, or conducting the School Health Index, WellSAT, HECAT/PECAT, or HealthierUS School Challenge will score higher under 7.04 of this RFP.

Offerors must provide evidence within their proposal that they meet the minimum requirements specified in Section 2.08 Minimum Qualifications along with any certifications and credentials referenced in the resume or their proposal may be found non-responsive and may be rejected.

6.07 Cost Proposal

Please complete the Cost Proposal template in Section Eight (Attachments) of this RFP.

The completed cost proposal, along with any reference to pricing, is to be **excluded** from the body of the offeror's proposal. Instead, it should accompany the proposal in a separate, sealed envelope. Failure to comply with this requirement will result in a proposal rejected as non-responsive.

6.08 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 1,000**

7.01 Understanding of the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] To what extent has as the offeror demonstrated a familiarity with the Alaska schools and how training and technical assistance will be tailored to the community or population groups' needs?

7.02 Methodology Used for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?
- [d] To what degree is the proposal practical and feasible?
- [e] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

7.03 Management Plan for the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?

- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

7.04 Experience and Qualifications (25 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

- [a] Do the individuals assigned to the project have experience conducting trainings on school health programs?
- [b] Do the individuals assigned to the project have experience providing technical assistance in planning or evaluation of school health programs?
- [c] To what extent does the offeror demonstrate experience providing technical assistance to school districts on implementing the U.S. Centers for Disease Control and Prevention's school based obesity prevention program guidelines, including the development and implementation of school wellness policies and implementing the HealthierUS School Challenge?
- [d] To what extent does the offeror demonstrate experience working with assessment tools utilized in the K-12 Obesity Prevention grant program such as the School Health Index, WellSAT, YRBS, School Health Profiles and HECAT/PECAT?

Questions regarding the firm:

- [e] How well has the firm demonstrated experience in completing similar projects on time and within budget?
- [f] Has the firm provided letters of reference from previous clients?
- [g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

7.05 Contract Cost (40 Percent)

Overall, **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 2.13.

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 2.15.

7.06 Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Included in this RFP document

1. Offeror's Checklist
2. Cost Proposal Form
3. Proposal Evaluation Form
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Attached Separately

5. Standard Agreement Form
 - a. Appendix A
 - b. Appendix B1
 - c. Appendix C
 - d. Appendix D
6. Notice of Intent to Award

OFFEROR'S CHECKLIST

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the offeror's proposal. **Offerors are to complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

1. Per section 2.12, evidence that the offeror holds a valid Alaska business license.
Evidence is provided on page #_____.

2. Per section 1.04, the budget **does not exceed \$310,000 (FY14 - \$100,000 and FY15, FY16, and FY17 – \$70,000 per year).**
Evidence is provided on page #_____.

1. Per section 1.16, provide a statement regarding Offeror's Certification.
Evidence is provided on page # _____.

2. Per section 1.17, provide a Conflict of Interest statement.
Evidence is provided on page # _____.

3. Per section 2.08, evidence that the offeror meets the minimum prior experience requirements.
 - A minimum of two (2) years' experience, within the last five (5) years, in conducting trainings on school health programs.
Evidence is provided on page #_____.

 - A minimum of two (2) years' experience, within the last five (5) years, providing planning and evaluation and/or technical assistance to public health, education or advocacy groups.
Evidence is provided on page #_____.

NOTE: Offerors demonstrating experience in U.S. Centers for Disease Control and Prevention's School based obesity prevention program guidelines, school policy development, or conducting the School Health Index, WellSAT, HECAT/PECAT, or HealthierUS School Challenge will score higher under 7.04 of this RFP.

4. Per section 1.16, proposal has been **signed** by an individual authorized to bind the offeror to the provisions of the RFP.

Evidence is provided on page #_____.

7. Per section 1.24, offeror has signed and returned the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

Evidence is provided on page #_____.

COST PROPOSAL BY DELIVERABLE

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per each deliverable in a manner that DHSS can evaluate and score and then use to establish billing rates for the resultant contract. Please enter your cost in the spaces provided below for completing each deliverable.

Deliverable 1	\$ _____
Deliverable 2	\$ _____
Deliverable 3	\$ _____
Deliverable 4	\$ _____
Deliverable 5	\$ _____
Deliverable 6	\$ _____
Deliverable 7	\$ _____
Deliverable 8	\$ _____
Deliverable 9	\$ _____
Deliverable 10	\$ _____
Deliverable 11	\$ _____
Travel Budget	\$ _____

Total for Deliverables: \$ _____

Year 1 Total Cost \$ _____

Optional Renewal 1 Total Cost \$ _____

Optional Renewal 2 Total Cost \$ _____

Optional Renewal 3 Total Cost \$ _____

Total Proposed Cost for Project Completion: \$ _____

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

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

7.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 100 Points
1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] To what extent has as the offeror demonstrated a familiarity with the Alaska schools and how training and technical assistance will be tailored to the community or population groups' needs?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 100 Points
1000 Points x 10 Percent = 100 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the RFP?

EVALUATOR'S NOTES _____

[d] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[e] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project—5 Percent

Maximum Point Value for this Section - 50 Points
1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications—25 Percent

Maximum Point Value for this Section - 250 Points
1000 Points x 25 Percent = 250 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience conducting trainings on school health programs?

EVALUATOR'S NOTES _____

[b] Do the individuals assigned to the project have experience providing technical assistance in planning or evaluation of school health programs?

EVALUATOR'S NOTES _____

[c] To what extent does the offeror demonstrate experience providing technical assistance to school districts on implementing the U.S. Centers for Disease Control and Prevention's school based obesity prevention program guidelines, including the development and implementation of school wellness policies and implementing the HealthierUS School Challenge?

EVALUATOR'S NOTES _____

[d] To what extent does the offeror demonstrate experience working with assessment tools utilized in the K-12 Obesity Prevention grant program such as the School Health Index, WellSAT, YRBS, School Health Profiles and HECAT/PECAT?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[e] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 40 Percent

Maximum Point Value for this Section - 400 Points
1000 Points x 40 Percent = 400 Points

Overall, 40 percent 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 2.13.

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 2.15.

EVALUATOR'S POINT TOTAL FOR 7.05 _____

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point Value for Alaska bidders in this section -- 100 Points
1000 Points x 10 Percent = 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 100) _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment