**RFP Shell-Forms Based**

**User Guide – Instructions to Procurement Officers**

**Revised February 2024**

This guide was created to be used side-by-side with the RFP Shell for the Forms Based method of receiving proposals. Instructions on the following pages are listed Section by Section, for ease of use.

Word choices in a section are in red, capital, bold print. For example, WILL / WILL NOT. You must make the choice and then enter the word in regular style print, for example, “will not”.

Items that must be replaced by the procurement officer are identified like this: NAME or NUMBER. You should provide the correct name or number and enter that information in regular style print. To change formatting from this to this, simply highlight the words and select “Normal” from the styles bar in the Word HOME ribbon.

Places where the procurement officer must make a choice between one set of language, or another are formatted like the below:

This is the first language choice. This says a bunch of stuff about one way to do things.

OR

This is the second language choice. This says a bunch of other stuff about another way to do things.

Choose which piece of language you’d like to go with, edit as applicable, and remove the “OR” and the unused piece of language.

Things for the procurement officer to DOUBLE CHECK are also formatted LIKE THIS, for instance double check SECTION references in the final document if you’ve added, removed, or otherwise reorganized the RFP that resulted in renumbering of the sections.

Lastly, remember to update the TABLE OF CONTENTS before finalizing the document. To do this:

1. right click,
2. select update fields,
3. Select “update entire table,” and
4. click ok.

**TIPS**

* This template uses styles throughout. Anything formatted with a Heading style will show up in the Table of Contents in a hierarchical order, i.e. Heading 1 will appear as “Section 1…”, Heading 2 will appear underneath that as “Section 1.01…”, and so on.
* You can easily change this Fill IN style to this normal style after you’ve made your changes by selecting the desired word(s) and clicking “Normal” in the style selector under Microsoft Word’s Home ribbon.
* You can select all instances of a particular style by right-clicking on the style in the Home ribbon and clicking on “Select All XX Instance(s)”. For example, you can use this feature to select all instances of the FILL IN style to ensure you have addressed them all.

**SECTION 1. INTRODUCTION & INSTRUCTIONS**

Sec. 1.01 – Purpose of the RFP

Enter the appropriate information. Remember to keep this brief, mirroring the title on the cover page. You will give a more detailed description, including the scope of work, in Section 3.

Sec. 1.02 – Budget

Revise this section or delete as needed. Choose your appropriation statement as needed. Please note that if a contract is expected to cross fiscal years, you must include the second statement in this Section.

Sec. 1.03 – Deadline for Receipt of Proposals

Enter the appropriate information for the time and date of the deadline. The deadline should be at least 21 days after the posting date of the RFP. There are rare exceptions when an RFP posting may be shortened. In such cases, a note must be made to the file, and the RFP must be posted for at least 10 days, to allow for vendor review (Sec. 1.05) and/or vendor protest of the solicitation (Sec. 6.10; AS 36.30.560).

Per AAM 81.410, …if a shortened public notice period is used or if a pre-proposal conference is held within 12 days of the deadline for receipt of proposals, a protest does not have to be filed at least 10 days before the deadline for receipt of proposals; protests may be filed at any time before the deadline for receipt of proposals. If that is the case, the language (in Sec. 1.05 and Sec. 6.10) may be modified to reflect this (See examples below).

Example Sec. 1.05: …”*Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.”*

Example Sec. 6.10: … “*If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer prior to the deadline for receipt of proposals.”*

Sec. 1.04 – Prior Experience

Revise this section or delete as needed. Choose one of the options listed in the RFP. If choosing the second option:

* Provide detail on the specific prior experience you require.
* State the minimum acceptable amount of time.

*Remember: there must be some way for third-party independent verification of the experience you ask for.*

* Be careful about what you ask for as you may set requirements so high that you disqualify good potential contractors, which opens your solicitation up for protest.
* Specifications such as prior experience may not be unduly restrictive per AS 36.30.060(c). Make sure that you have a reasonable basis for this and all other specifications.

The last sentence in this section needs to be included if using option 2 above and must not be altered.

The last sentence may be deleted if you are not listing any prior experience requirements.

Sec. 1.05 – Required Review

This section must not be altered or deleted, unless you are shortening the posting period to 10 days. In that case the language would be altered per the instructions in AAM 81.410 regarding using a shortened notice period (See Examples above in Sec. 1.03).

Sec. 1.06 – Questions prior to deadline for receipt of proposals

This section must not be altered or deleted. Enter the appropriate contact information.

Sec. 1.07 – Return Instructions

Enter appropriate information. Revise as necessary.

If requiring hard copy, you may require Offerors to submit more than one hard copy of their proposal.

If accepting proposals via email, your agency or office needs to have a procedure in place to ensure the secure and proper submission of emailed proposals. This means proposals should not be sent to, or be seen by, the procurement officer prior to the deadline for receipt of proposals.

Sec. 1.08 – Assistance to Offerors with a Disability

This section must not be altered or deleted.

Sec. 1.09 – Amendments to Proposals

This section must not be altered or deleted.

Sec. 1.10 – Amendments to the RFP

This section must not be altered or deleted.

Sec. 1.11 – RFP Schedule

Enter appropriate information. Revise as necessary. Remember, this is your best estimate of the schedule. It’s ok if, during the course of the RFP, your timeline changes, as this is just an estimate. Generally, the rule of thumb is:

* Issue date – The date you post on the OPN
* Pre-proposal conference – no more than 10 days after the issue date if posting for 21 days.
* You need to leave at least 10 days prior to the closing date, to allow interested Proposers the opportunity to protest. However, if there is a shortened posting period, the interested Proposer may protest any time before the closing date of the RFP (AS 36.30.565).
* Deadline for receipt of proposals/proposal due date – at least 21 days after issue date
* AS 36.30.040, .130, .210(d) states a written determination to the file is required if you are limiting the circulation period to less than 21 calendar days.
* Proposal evaluations complete – Allow time for PEC members to evaluate individually and then come together with you for the PEC meeting. Check with your PEC before setting this date to make sure it works with all of their schedules.
* Notice of intent to award
* **NOTE:** This should not be issued until after negotiations with your selected vendor. The reasoning behind this is if the NOIA is awarded the 10-day protest period begins. If the negotiations fail, a new NOIA would have to be issued and the 10-day protest period would start over again, increasing risk to the State.
* Contract Issued – at least 10 days after the NOIA is issued, to allow for the 10-day protest period (AS 36.30.565).

Sec. 1.12 – Pre-Proposal Conference/Teleconference

Revise this section or delete as needed.

Any pre-proposal conference that is held in person must be accessible to prospective Offerors with disabilities. This means that other accommodations must be provided if required (see Section 1.07).

If participation is by teleconference, delete the “place”, “floor”, “building”, and “city” from the first sentence of this section. Remember to include the telephone number and passcode if applicable, so interested vendors can participate.

If using Teams for your meeting, have vendors contact you if they are interested in attending and you can send them the meeting invite.

Sec. 1.13 – Alternate Proposals

Revise this section as needed.

2 AAC 12.830 makes alternate proposals non-responsive **unless** the solicitation specifically permits them.

Sec. 1.14 – News Releases

Revise this section or delete as needed.

**SECTION 2. BACKGROUND INFORMATION**

Sec. 2.01 – Background Information

Enter the appropriate information. Give the prospective Offerors as clear a picture as you can of how you got where you are. The more they understand the background, the better they will be able to zero in on what you want.

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

Sec. 3.01 – Scope of Work

Enter the appropriate information. Information you provide in this section tells the Offeror’s what you want done.

* The Department wants assistance to do WHAT.
* The consultant will doWHAT.
* If applicable, the types of staff in state agencies that the contractor must interview are WHO***.***
* Other helpful informational material that can be provided to the consultant includes WHAT.
* The goal of this project is to WHAT.

Be as specific and comprehensive as you possibly can. Let the Offeror know exactly what you want.

Don’t assume they will understand if you don’t say it. Write your scope as if you were trying to explain it to a 12-year-old child.

Note: If awarding multiple contracts, a written determination to the file is required before a solicitation is issued (2 AAC 12.920). Multiple awards may be made if award to two or more Offerors of similar products is required for the State to get adequate delivery, service, or product compatibility. The solicitation must specify how the multiple contracts will be utilized by the state.

Sec. 3.02 – Contract Term and Work Schedule

Enter the appropriate information.

Please note: A written determination is required before using a multi-term or multi-year contract. The procurement officer must determine in writing (1) estimated requirements cover the period of the contract and are reasonably firm and continuing; and (2) the contract will serve the best interests of the state by encouraging effective competition or otherwise prompting economies in state procurement (AS 36.30.390).

If used, the month-to-month extension language should not be altered.

* Written “Notice of Contract Expiration” should be sent to the contractor when the contract expires.
* In order to continue a contract on a month-to-month extension, you must provide the contractor with prior written notice.
* To cancel a month-to-month extension, written notice must be provided to the contractor at least 30 days prior to the cancellation date.

Please note: Month-to month extensions are Unanticipated Amendments and must comply with 2 AAC 12.485(d).

Sec. 3.03 – Deliverables

Enter the appropriate information. List every deliverable you can think of, even the ones that do not seem particularly important right now.

Don’t assume that the contractor will give you more than you ask for. You should be able to look through this list and be satisfied that the job will be finished when you get everything listed in this section.

Sec. 3.04 – Contract Type

Identify the appropriate type of contract. There are several different types of contracts which may be suitable for your project.

Review the contract types listed below to determine which would be the most appropriate. The type of contract used is likely to have an impact on costs to the State. You should select the type of contract that will best serve the State’s needs at the most reasonable cost.

**Fixed Price Contracts**

**Firm Fixed Price**

The most common and easiest contract to administer is a firm fixed price contract. A fixed price contract is one that obligates the contractor to performance at a specified price.

**Fixed-Price Incentive**

In a fixed price incentive contract, the service provider receives an incentive for exceeding performance thresholds. A target price, ceiling price, and a profit formula are used in this type of contract. The final price is subject to a price ceiling, negotiated at the outset.

When the contractor performs below the costs stipulated in the target price, the contractor and the State share in the savings. If costs exceed those estimated, the contractor’s profit margin declines and the price ceiling is adhered to.

The benefits of fixed-price contracts are that they come with a pricing guarantee. So long as the project doesn’t go beyond the defined scope of tasks and responsibilities, the price won’t change. These contracts typically provide a well-defined process complete with specific phases and deadlines.

**Cost Reimbursement Contracts**

**Cost Plus Fixed Fee**

Under these contracts, contractors are paid for all allowable costs plus a predetermined fixed fee. These contracts have been found to be beneficial for research and development work.

**Cost Plus Incentive Fee**

Under this type of contract, a tentative fee based on estimated costs and a target price is established. If actual costs fall below estimated costs, the contractor and State share in the savings.

The contractor can lose all or part of their fee, but they must be paid for all costs.

**Cost Plus a Percentage of Cost**

These contracts are prohibited under Statute AS 36.30.370.

Under this type of contract, the contractor receives payment for costs of the performance plus a specified percentage of such actual costs as a fee. These contracts provide no incentive for efficient and economical contractor performance and must never be used in State contracting.

**Other Types of Contracts**

**Time and Materials Contracts**

In addition to a fixed labor rate, these contracts include separate costs for materials used under the contract.

Sec. 3.05 – Proposed Payment Procedures

Choose a type of payment from the 3 options listed. Revise as needed.

You should be as specific as possible regarding payment provisions. You may want to consider retaining a percentage of the contract amount until the contract is successfully completed.

Sec. 3.06 – Prompt Payment for State Purchases

Revise this section or delete as needed.

Depending on the industry and/or the market, prompt payment may carry more or less value than described in the default language in this section. You are encouraged to keep this language in and invite discussion around it during the Q&A period and/or the pre-proposal conference/teleconference. It may also become a negotiation item with the apparent successful Offeror.

Sec. 3.07 – Contract Payment

This section must not be altered or deleted.

Sec. 3.08 – Contract Price Adjustments

Choose an index option or delete as needed.

As the economy fluctuates due to interest rates, force majeure, etc., price adjustments can be used either by the contractor to ensure continued profit, or the state to ensure fair market price.

The use of an equitable price adjustment clause is recommended for state contracts if there is a possibility of significant economic fluctuation during the contract term. Price adjustment clauses generally encourage companies to participate in the state procurement process, by allowing companies to submit bid prices free of the contingencies that would otherwise be included to compensate for potential economic fluctuations as well as giving the state an avenue for price decrease should the economy have a downward trend.

Not all term contracts entered into by the State of Alaska require a contract price adjustment clause. In general, short-term contracts for one year or less should not include a price adjustment clause. Long-term contracts should not include a price adjustment clause unless it is unreasonable for the contractor to maintain firm pricing over the term of the contract, including any renewals.

Under some circumstances it may be appropriate to consider price decreases in the contract. Potential price decreases may be addressed by adding the following language to the price adjustment clause in the solicitation; “Price decreases will be handled in the same manner as price increase adjustments.”

Contract price adjustment clauses should be based on objective criteria and not subject to some form of negotiation process, except for unique circumstances when it is not possible to utilize the price adjustment clauses covered in this guide. Most price adjustments should be applied on an annual basis, or at the beginning of each renewal period if possible.

If using CPI:

* Enter the date through which the proposed prices must remain firm.
* Make sure to choose January through June (HALF1) OR July through December (HALF2) and fill in the base year.

If using PPI:

* Enter the date through which the proposed prices must remain firm.
* Enter the information needed in the second paragraph.

Sec. 3.09 – Location of Work

Enter appropriate information. Alter or delete the first 3 paragraphs as needed.

Paragraphs 4 – 7 must be included in all solicitations. Do not revise or delete unless a foreign waiver has been approved by the Chief Procurement Officer (AAM 81.015).

Sec. 3.10 – Third-Party Service Providers

Revise this section or delete as needed. If you’re unsure whether to include this section in your solicitation, consult with your project manager/director for guidance.

Sec. 3.11 – Subcontractors

Choose the option you need. Delete the option not used.

If choosing option two, make sure to choose if the subcontractor experience will or will not be considered in determining the Offerors experience for minimum requirements.

Also, be aware that according to AS 36.30.115(a), if any subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace that subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

The only exception to this rule is if the subcontractor will not be performing work within Alaska, then they will not be required to hold an Alaska business license.

Sec. 3.12 – Joint Ventures

Choose the option you need. Delete the option not used.

A Joint Venture is an actual business entity created by two or more parties, generally characterized by shared ownership, shared returns and risks, and shared governance. If you allow Joint Ventures, you will make payments directly and only to the Joint Venture and not to the individual companies. Most Joint Ventures are incorporated.

Joint Ventures differ from subcontractors, which are separate companies that undertake to perform either part or all the obligations of another company’s contract. So, the company you contract with, contracts with another company to perform some or all the work involved in their contract with you. They are two separate business entities.

Sec. 3.13 – Right to Inspect Place of Business

Revise this section or delete as needed.

Sec. 3.14 – F.O.B. Point

Delete this section if goods will not be purchased as a result of this solicitation.

Sec. 3.15 – Contract Personnel

Revise this section or delete as needed.

Sec. 3.16 – Inspection & Modification – Reimbursement for Unacceptable Deliverables

Revise this section or delete as needed.

Sec. 3.17 – Liquidated Damages

Revise this section or delete as needed.

Liquidated damages clauses are generally not required. Make sure you will really need it before you specify it.

This section must not be used by the State as a penalty clause, it is solely for receiving reasonable compensation for damages resulting from a contractor’s breach of contract.

If you decide to include a liquidated damages clause, you must indicate the amount you will be paid daily for damages received. The amount indicated must be reasonable, meaning you must have a reasonable method to determine what amount will be used. Explain how you arrived at that amount. Specify the conditions under which you will invoke this provision.

Sec. 3.18 – Contract Changes – Unanticipated Amendments

This section must not be altered or deleted.

Sec. 3.19 – Nondisclosure and Confidentiality

This section must be included when a Contractor might have access to confidential information such as the State’s technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

If including this section in your solicitation:

* Paragraphs 1 & 2 should not be altered or deleted.
* Modify or delete paragraph 3 of this section as needed.
* Paragraphs 4, 5, and 6 should not be altered or deleted.

Sec. 3.20 – Indemnification

This section must not be altered or deleted without prior approval from the Department of Administration, Division of Risk Management.

Sec. 3.21 – Insurance Requirements

Choose the option that pertains to your solicitation type. The option you choose must not be altered or deleted without prior approval from the Department of Administration, Division of Risk Management.

The second option in this section requires professional liability coverage and should be used when soliciting for physician, dentists, attorneys, architects, engineers, accountants, insurance agents and brokers, appraisers, loss claims adjusters, tax consultants, risk management and insurance consultants, investment brokers, and investment and divestiture consultants.

The first option in this section should be used for all other solicitations.

Note: In Appendix’s B1 and B2, Article 2. Insurance, subsection 2.1, Workers’ Compensation Insurance, it requires all policies to waive subrogation against the State.

The waiver of Workers Compensation subrogation sentence after the statutorily required Workers’ Compensation Insurance language within Appendix B is not in statute.  However, it is an insurance requirement within state contracts requiring contractors/subcontractors to be responsible for their own employee injuries and workers’ compensation claim cost rather than subrogating those costs to the State of Alaska.

When you receive a Certificate of Insurance, make sure the box labeled “SUBR WVD” is marked yes on the Workers Compensation line of the policy, or that there is an explanation that the waiver is included in the policy, in the “Description of Operations” box directly above the “Certificate Holder” box at the bottom of the Certificate. This is proof the Waiver of Subrogation is provided by this contractor in their insurance policy.

Sec. 3.22 – Termination for Default

b. of this section does not apply to the following:

* A person who has fewer than 10 employees, or
* if the amount to be paid for the original term of the contract, excluding renewals or options available, is less than $100,000.

If the answer is yes to either of the statements above, delete b. of this section.

Otherwise, this section must not be altered or deleted.

If a vendor is found to be involved or support a boycott against the State of Israel, any contract termination or proposal/bid rejection should be based on findings that the person/vendor is:

1. Engag(ing) in boycotts,
2. Seeking to isolate or alienate the State of Israel economically and socially, and
3. For improper purposes. (AO 352, 7th Whereas)

The idea behind the documentation requirement for termination is to ensure that the agency acts reasonably and provides the vendor with a chance to respond before taking a drastic action like terminating the contract.

Termination of a contract still must be done in accordance with applicable law. This does not require that the contracting officer go out and affirmatively seek out evidence of a boycott.

Most likely this might happen if someone reports something to the contracting agency (most likely a competitor) and says, “Vendor ABC’s CEO was in the news for supporting a boycott of supplying widgets to Israel,” and then the contracting officer would need to verify that before taking action.

**SECTION 4. PROPOSAL FORMAT AND CONTENT**

The information you provide in this section should help Offerors understand how you want their proposals structured and identify items you want them to emphasize.

Sec. 4.01 – RFP Submittal Forms

This section must not be altered or deleted.

Sec. 4.02 – Special Formatting Requirements

Revise this section as needed.

If you are not allowing subcontractors, remember to delete that from the table in this section, and from the submittal forms (Submittal Form F) and make sure to renumber the Cost Proposal accordingly.

Sec. 4.03 – Offeror Information and Certifications

A – G at the top of this section must not be altered or deleted.

A – G at the bottom of this section may be revised as needed.

Sec. 4.04 – Experience and Qualifications (Submittal Form B)

Choose an option. Revise this section or delete as needed.

Sec. 4.05 – Understanding of the Project (Submittal Form C)

Choose an option. Revise this section or delete as needed.

Sec. 4.06 – Methodology Used for the Project (Submittal Form D)

Choose an option. Revise this section or delete as needed.

Sec. 4.07 – Management Plan for the Project (Submittal Form E)

Choose an option. Revise this section or delete as needed.

Sec. 4.08 – Subcontractors (Submittal Form F)

Enter appropriate information or delete as needed.

Sec. 4.09 – Cost Proposal (Submittal Form G)

You will need to create a cost schedule form for this as each solicitation is different. If possible, you should develop a fill-in-the-blank cost schedule for all Offerors to complete. An Excel spreadsheet works well for this, as it can calculate total scores, figuring in preferences. This reduces the likelihood of operator error.

Samples of cost schedule submittal forms can be obtained from OPPM, Policy and Oversight Section at DOA.OPPM.PolicyOversight@alaska.gov.

Sec. 4.10 – Bid Bond – Performance Bond – Surety Deposit

This section may be deleted. Bod bonds, performance bonds, and surety deposits are not routinely required. Make sure you really need one before you specify it.

If needed, the amount of a performance bond and surety deposit should be what it would cost to pay the premium cost of a replacement contract.

**SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

Sec. 5.01 – Summary of Evaluation Process

This section should not be altered or deleted.

Sec. 5.02 – Evaluation Criteria

Revise this section as needed. Adjust the total number of points as necessary.

|  |
| --- |
| **NOTE:** The evaluation criteria below should be used as starting points for developing your own criteria specific to your solicitation. A good evaluation criterion is:1. Open ended. Avoid “yes or no” questions.
2. Tied to something you are asking for in Section 4, and
3. Reasonable, realistic, and clearly worded.

Remember, if you don’t include an evaluation criterion for it, you can’t score it!Remember to account for the 10% Alaska Offerors Preference in your total evaluation points. |

Sec. 5.03 – Scoring Method and Calculation

In the first paragraph, choose the scoring method you will be using for this RFP. Delete the option not used. Make sure the criterion sections referenced in the first paragraph match the section numbers in your RFP for evaluation criterion.

Sec. 5.04 – Experience and Qualifications

Revise this section or delete as needed.

Sec. 5.05 – Understanding of the Project

Revise this section or delete as needed.

Sec. 5.06 – Methodology Used for the Project

Revise this section or delete as needed.

Sec. 5.07 – Management Plan for the Project

Revise this section or delete as needed.

Sec. 5.08 – Contract Cost (Cost Proposal)

Enter the appropriate percentage for cost.

|  |
| --- |
| Agencies are required to give a minimum weight of:* 40% for professional and non-professional services contracts,
* 60% for supply contracts, and
* between 60-75% for procurements involving a combination of both.

If you have a need to go below these minimums, you are required to submit a cost waiver request to the CPO. You cannot go below these minimums without first receiving CPO approval (See AAM 81.470(3)). |

Offerors should be instructed to submit their Cost Proposal separately from their Technical Proposal, to avoid the possibility of the price influencing the scoring of the PEC.

Sec. 5.09 – Alaska Offeror Preference

This section must not be altered or deleted.

**SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION**

Sec. 6.01 – Informal Debriefing

Revise this section or delete as needed.

Sec. 6.02 – Alaska Business License and Other Required Licenses

This section must not be altered or deleted.

Sec. 6.03 – Site Inspection

Revise this section or delete as needed.

Sec. 6.04 – Clarification of Offers

This section must not be altered or deleted.

Sec. 6.05 – Discussions with Offerors

This section must not be altered or deleted.

Discussions held must be accessible to prospective Offerors with disabilities. This means if these discussions are in person, the location must be accessible.

In addition, signing interpreters or other accommodations must be provided if in person and if requested.

Sec. 6.06 – Evaluation of Proposals

This section should not be altered or deleted.

Please note that if a Offeror is found non-responsible, a written determination must be made by the Procurement Officer as a memo to the file stating the prospective contractor is not a responsible Offeror (AS 36.30.360(a)).

Note: When there is only one responsive Offeror, a written determination must be made by the Procurement Officer as a memo to the file stating that awarding to the Offeror is in the best interest of the State and why (2 AAC 12.190).

Sec. 6.07 – Contract Negotiation

This section must not be deleted. Revise as needed.

Note that these negotiations may not be in person, but via email or teleconference. If not in person, make sure to revise the last two sentences of this section.

Sec. 6.08 – Failure to Negotiate

This section must not be altered or deleted.

Sec. 6.09 – Offeror Notification of Selection

This section must not be altered or deleted.

Sec. 6.10 – Protest

This section must not be deleted.

Please note: If a shortened public notice period is used, or if a pre-proposal conference is held within 12 days of the proposal due date, a protest does not have to be filed at least 10 days before the deadline. Protests may be filed any time before the deadline set for receipt of proposals (AS 36.30.565).

If the above note is the case for your solicitation, modify the third paragraph of this section.

Sec. 6.11 – Application of Preferences

This section must not be altered or deleted.

Sec. 6.12 – Alaska Bidder Preference

This section must not be altered or deleted.

Sec. 6.13 – Alaska Veterans Preference

This section must not be altered or deleted.

Sec. 6.14 – Standard Contract Provisions

This section must not be altered or deleted.

Sec. 6.15 – Qualified Offerors

This section must not be altered or deleted.

Sec. 6.16 – Proposal as Part of the Contract

Revise this section or delete as needed.

Sec. 6.17 – Additional Terms and Conditions

Revise this section or delete as needed.

Sec. 6.18 – Human Trafficking

This section must not be altered or deleted.

Sec. 6.19 – Right of Rejection

This section must not be altered or deleted.

Sec. 6.20 – State not Responsible for Preparation Costs

This section must not be altered or deleted.

Sec. 6.21 – Disclosure of Proposal Contents

This section must not be altered or deleted.

Sec. 6.22 – Assignment

This section must not be altered or deleted.

Sec. 6.23 – Force Majeure (Impossibility to Perform)

This section must not be altered or deleted.

Sec. 6.24 - Disputes

This section must not be altered or deleted.

Sec. 6.25 – Severability

This section must not be altered or deleted.

Sec. 6.26 – Supplemental Terms and Conditions

This section must not be altered or deleted.

Sec. 6.27 – Solicitation Advertising

This section must not be altered or deleted.

Sec. 6.28 – Federally Imposed Tariffs

This section must not be altered or deleted.

**SECTION 7. ATTACHMENTS**

Sec. 7.01 – Attachments

This section must not be deleted. Revise section as needed.

RFP Submittal Forms are located at <https://oppm.doa.alaska.gov/purchasing/documents-and-forms/>.

Revise forms as needed.