



STATE OF ALASKA

**Department of Public Safety
Division of Alaska State Troopers
DPS Supply Section
524 East 48TH Avenue
Anchorage, Alaska 99503-7315**

REQUEST FOR PROPOSALS (RFP) 12-132120

BACKCOUNTRY SAFETY EDUCATION AND PUBLIC AWARENESS

DATE OF ISSUE: November 20, 2013

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

**HOLDEN A. CONOVER
Procurement Officer
Division of Administrative Services
Department of Public Safety**

**LIEUTENANT STEVE ADAMS
Project Director
Division of Alaska State Troopers
Department of Public Safety**

SECTION ONE INTRODUCTION AND INSTRUCTIONS
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1.01 Return Mailing Address, Contact Person, Telephone and Fax Numbers, Deadline for Receipt of Proposals

Offerors must submit two (2) copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as set out below.

Division of Administrative Services
Department of Public Safety
DPS Supply Section
524 East 48th Avenue
Anchorage, Alaska 99503-7315
Attention: Holden A. Conover
RFP Number: 12-132120

Proposals must be received no later than Monday, December 2, 2013 at 11:30 AM, Alaska Time.

Fax proposals are NOT acceptable. Verbal 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.

PROCUREMENT OFFICER: Holden A. Conover, PHONE: (907) 561-1092, EXT 226
FAX: (907) 561-9178, e-mail: holden.conover@alaska.gov

PROJECT DIRECTOR: Lieutenant Steve Adams, PHONE: (907)269-5682
FAX: (907) 337-2059, e-mail: steven.adams@alaska.gov

CONTACT PERSONS:

Technical questions: Lieutenant Steve Adams, Alaska State Troopers, (907) 269-5682
FAX: (907) 337-2059, e-mail: steven.adams@alaska.gov

Business questions: Holden A. Conover, PHONE: (907) 561-1092, EXT 226
FAX: (907) 561-9178, e-mail: holden.conover@alaska.gov

1.02 Contract Term & Work Schedule

The contract term and training schedule set out herein represent the State'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 the date of contract award, approximately December 1, 2013, for approximately six (6) months through **May 31, 2014**.

The approximate contract schedule is as follows:

- Issue RFP: **November 20, 2013**.
- RFP Response deadline and opening of offers: **December 2, 2013**.
- Proposal Evaluation Committee begins evaluation: **December 2, 2013**.
- State issues Notice of Intent to Award Contract: **December 2, 2013**.
- State issues Contract Award: **December 13, 2013**.
- Contract starts: **December 13, 2013**.

1.03 Purpose of the RFP

The Department of Public Safety (DPS), Division of Alaska State Troopers (AST), is soliciting proposals for Backcountry Safety Education and Public Awareness training to augment the AST Search and Rescue Operations.

1.04 Budget

The Department of Public Safety, Division of Alaska State Troopers, estimates a budget range of \$20,000 to \$25,000 USD for completion of this project. Proposals with an aggregate price that exceeds \$25,000 USD may be considered by the State; however, Contractors are reminded that cost is a significant evaluation criteria element (60% weight) for the award of this contract. Higher priced proposals will receive fewer points for the cost evaluation criteria than lower priced proposals.

1.05 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 (10) days prior to the deadline set for receipt of proposals.

1.06 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten (10) calendar days before the proposal opening deadline date. 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 DPS Procurement Officer, in writing, at least ten (10) calendar days before the time set for opening.

1.07 Questions Received Prior to Opening of Proposals

All questions must be in writing (e-mail is acceptable) and addressed to the DPS Procurement Officer. Offerors directing questions to the AST Project Director and other AST personnel will be directed to contact the DPS Procurement Officer. Telephone conversations must be confirmed in writing by the interested party prior to receiving a response from the DPS Procurement Officer.

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 DPS Procurement Officer will make that decision after coordination with the AST Project Director.

1.08 Amendments

If an amendment to this RFP is issued, it will be provided to all who were mailed a copy of the RFP as well as those companies that requested registration for this RFP through the State On-line Public Notice web site. All amendments issued will be required to be returned with a receipt and acknowledgement signature from the prospective source.

1.09 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 as non-responsive.

1.10 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (Alaska Statute 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.

1.12 State Not Responsible for Preparation Costs

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

1.13 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 09.25.110 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.

1.14 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.

Offerors must identify the total percentage of the construction contract that will be performed by subcontractors. **No more than 25% of the training may be performed by subcontractors.**

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five (5) 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, as set out in the relevant section of this RFP, 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 AST project director.

1.15 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principles involved, and their rights and responsibilities regarding performance and payment.

1.16 Offeror's Certification

By signature on the proposal, offerors certify that they comply with:

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

By signature on the proposal, offerors also certify 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 [g] of this paragraph, the State reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

1.17 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., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Public Safety, reserves the right to 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.

1.18 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. When the State makes such an inspection, the Contractor must provide reasonable assistance.

1.19 Solicitation Advertising

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

1.20 News Releases

News releases related to this RFP will not be made without prior approval of the Commissioner of Department of Public Safety, and then only with prior coordination with the Project Director.

1.21 Assignment

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the DPS Procurement Officer.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws 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 First Judicial District of Alaska.

1.23 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.

1.24 Federal Requirements

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

1.25 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 (10) 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 procurement 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
- e)** 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 protests. 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 TWO

PROJECT DESCRIPTION

The Department of Public Safety has funding available to contract with a qualified instructor(s) for the purpose of providing Backcountry Safety Education to the general public. The project goals are:

2.01 Raise public awareness of the safety of: skiers, snow-machiners, hikers, hunters, mountain bikers, fishermen and other outdoor recreationalists in Alaska's backcountry areas.

2.02 Provide tuition-free classes to targeted audiences that include elementary school age children to adults.

2.03 All classes will be open to the public in locations that are accessible to the public.

2.04 Provide these classes in various regions of the state, including Anchorage, Fairbanks, the Kenai Peninsula, the Matanuska-Susitna Valley, and Southeast Alaska. Emphasis should be given to areas having a history of Search and Rescue emergencies.

2.05 Address topics such as:

- Avalanche Awareness (brief overview)
- ATV/ Snow-machine/ Boat Safety – Helmets, Personal Floatation Device (PFD), etc. (brief overview).
- Communications / necessary electronics – what everyone should have!
- Emergency Locator Transmitter (ELT)/ Personal Locator Beacon (PLB)/ Satellite Pour l'Observation de la Terre (SPOT) or 'Satellite for observation of Earth' Beacons – what are the differences?
- Recognizing the symptoms of hypothermia.
- Basic components of survival – water, food, shelter, heat source, etc.
- Signaling Devices, high visibility clothing, etc.
- River/ Creek Crossings – current, thin ice, etc.
- Animals – Moose and predator dangers.
- **FILE A TRIP PLAN** – emphasis on the DPS Wilderness Trip Plan form.
- What to do if you become the subject of a SAR – emphasis on the large search areas in Alaska and limited resources to find you (you must be prepared to help yourself).

NOTE: Prefer Powerpoint or similar type format with audio visual included to keep it interesting and consistent statewide.

The Department has identified a range of funding available of between \$20,000 and \$25,000 to accomplish this project. Proposals that exceed \$25,000 will be considered non-responsive and will not be evaluated for contract award.

SECTION THREE SCOPE OF WORK

3.01 In general, awareness & safety classes to be taught should be between two (2) and four (4) hours in length, although some may be shorter or longer, depending on the needs of the target audience. The five (5) major statewide target audience areas are: Anchorage, Fairbanks, the Kenai Peninsula, the Matanuska-Susitna Valley, and Southeast Alaska.

3.02 The contractor will be responsible for providing as many classes as reasonably possible between December 1, 2013 and May 31, 2014. A minimum of fifteen (15) classes will be required and additional evaluation criteria consideration will be given to those applicants who can provide more than the minimum number of classes. Applicants will provide a proposed budget and project plan identifying their strategy for performing the proposed work.

3.03 A copy of all student evaluations shall be turned in with each invoice submitted. Invoice and student evaluations may be submitted electronically to contract manager.

NOTE: Instructor(s) travel costs including lodging, per diem, rental vehicles, training equipment, training materials, and other direct relevant costs will be the sole responsibility of the contractor.

SECTION FOUR PROPOSAL EVALUATION CRITERIA

NOTE: Each submitted proposal will be evaluated using the following factors and their respective weight. **Offerors are advised to closely review this section, and to provide sufficient evidence to allow for a complete evaluation.**

4.01 Project Management Plan (15 percent)

The purpose of this contract is to conduct Backcountry Safety Education training to the public in a continuing education school environment, serving multiple communities within the State of Alaska. Each Offeror should describe their management approach, in detail, that defines the following:

- a. Description of proposed classes with projected dates, locations, and class spaces available. Include specific facilities where each safety education class will be conducted.
- b. The schedule should vary from short two (2) hour classroom sessions to four (4) classes. Examples can include actual training plans previously executed, or plans approved by another agency.
- c. Proposal shall include lesson plan, syllabus, or curriculum for all types of classes to be taught. This shall include subject matter and number of hours for each type of class.
- d. Points of contact (primary and secondary) for venue of class locations are required for each location.
- e. Detailed media plan, including any advertising, community/ user/ interest group notifications, and or public notices intended.

NOTE: Offeror is responsible for all advance coordination, including obtaining class space, advertising, training equipment and materials, notification to relevant user interest groups, etc.

4.02 Relevant Qualifications and Experience of Staff (15 percent)

Each proposal shall include information and current documentation for each instructor in sufficient detail to meet all of the following minimum qualifications. An Offeror's failure to include these items in the proposal may cause the proposal to be scored lower or to be determined to be non-responsive and the proposal may be rejected.

- a. Documentation of completion of relevant course completion, training events, or programs.

- b. Documentation of previous experience as an instructor. Preference will be given to experience in backcountry safety education.
Preference will be given to instructors with experience facilitating learning with various levels of students from elementary school-age through adult, in various communities throughout Alaska. Documentation of previous experience should include name of school(s) and organization(s).
- c. One (1) professional reference recommendation per instructor. Reference should be affiliated in one or more of the following areas: of avalanche forecasting, search and rescue, education or training delivery, and/ or development (including name and current phone number of reference);
- d. Certification as an instructor. Proof of completion of a Method of Instruction Course or similar instructor development class. Offeror's must provide current certificates with expiration dates as applicable.

4.03 Cost Proposal (60 percent)

The cost proposal should consist of an estimate of the hours and instructor staff require to perform the tasks enumerated in the "Scope of Work" and must include the number of classes offered, the number of instruction hours per each class and the total cost of each class.

The cost proposal factor will be evaluated on the basis of the average cost per class hour offered. For example, a proposal that offers ten (10) backcountry safety education classes consisting of eighty (80) total class hours at a projected cost of \$2,000 per class (averaging \$25/ class hour) will be evaluated against other cost proposals using \$250 as the cost basis for comparison. The State standard RFP Cost Proposal Evaluation Formula will be used for calculating the cost evaluation points:

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

4.04 Alaskan Offeror's Preference AS 36.30.170 & 2 AAC 12.260 (10 percent)

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan 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.

Note: SCORE WILL BE EITHER "0" OR "10".

Attachment One

PROPOSAL IDENTIFICATION FORM
RFP 12-132120

For a proposal to be considered responsive, this form must be completed and submitted by offeror and included in Section One of the Proposal.

Business Name and Physical Location	
Business Mailing Address	
City, State, Zip	
Telephone Number	
FAX Number	
E-mail Address	

ALASKA BIDDER AND OFFEROR PREFERENCE

Does your firm qualify for the Alaska Bidder and Offeror Preference? _____ Yes _____ No

You must provide evidence in your proposal if you qualify for these preferences. (See Sections 4.04 for qualification information)

ALASKA BUSINESS LICENSE

Alaska Business License Number: _____

Note: Your company must possess a valid Alaska Business License at the time of proposal opening regardless whether or not you qualify for the Alaska Bidders and Offerors Preference. (See Section 4.04)

EXPERIENCE CERTIFICATION

Do you certify that your company meets the following minimum business experience requirements?

“Offerors must demonstrate the ability to raise public awareness of the safety of: skiers, snow-machiners, hikers, hunters, bikers, Ice-fishers and other winter recreationalists in Alaska’s backcountry areas. Provide tuition-free classes to a target audience that would include high school, young adult groups and elementary school age groups. Additionally, possess training qualification commensurate to the topics listed in Section 2.05. These qualifications must be substantiated with business records, affidavits, or other instruments to the satisfaction of DPS upon request.”

_____ Yes _____ No

CONFLICT OF INTEREST

Do you or any member of your company who will be associated with this project have a potential conflict of interest?

_____ Yes _____ No

If yes, attach a written explanation of the potential conflict.

OFFERING COMPANY CERTIFICATION

As either the owner or a company officer or agent, I certify that the information I have provided in this Proposal Identification Form relating to RFP 12-132120 is accurate to the best of my knowledge. I also certify that we are in compliance with Section 1.16 of RFP 12-132120.

As either the company owner or as a company officer or agent, I will comply with the all terms and conditions set forth in RFP 12-132120 and attachments if awarded the contract.

Signature of Authorized Company Individual

Printed Name of Authorized Company Individual

Date

Attachment Two

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide a notice of cancellation, nonrenewal or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Attachment Three (Sample document)

**STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
524 East 48th Avenue
Anchorage, Alaska 99503-7315**

NOTICE OF INTENT TO AWARD CONTRACT

DATE:

SUBJECT:

REQUEST FOR PROPOSAL:

OPENING DATE:

APPARENT SUCCESSFUL OFFEROR:

1. This is notice of the Alaska Department of Public Safety's intent to award a contract. A final contract award will be issued when the apparent successful offeror submits the information required in paragraph three (3) of this notice and the State accepts these submissions for incorporation into the final Contract Award. The figures as shown on page two are a tabulation of the offers received, with the apparent highest ranked bidder indicated.
2. An offeror has the right to protest this Notice of Intent under the provisions of Alaska Statute 36.30.560, Filing a Protest. Such protest must be filed with the procurement officer of the contracting agency prior to the close of business (11:00 AM) on December 12, 2013. A protest shall be in writing and contain 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 issue;
 - d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
 - e) The form of relief requested.
3. Proof of the following Insurance coverage:
 - ◆ Worker's Compensation Insurance
 - ◆ Comprehensive (Commercial) General Liability Insurance
 - ◆ Comprehensive Automobile Liability Insurance
4. The apparent successful offeror is instructed not to proceed with the performance called for under this Request for Proposal (RFP) until the Department issues a State of Alaska Contract Award document. A contractor who proceeds prior to receiving a Contract Award or other Notice of Award does so at their own risk.

Holden A. Conover
DPS Procurement Officer
(907) 561-1092, extension 226

Attachment Four

**STATE OF ALASKA
STANDARD CONTRACT FORM
Goods and Non-Professional Services**

1. Agency Contract Number	2. Contract Title	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A¹ (General Conditions), Items 1 through 17, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

APPENDIX A¹

GENERAL CONDINTIONS

1. Inspection and Reports.

The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

2. Suitable Materials, Etc.

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes.

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

4. Default.

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procurement the goods or services from another source and how the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material.

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract.

Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds.

10. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Conditions of this contract supersede any provisions in other appendices.

11. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12. Contract Prices.

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding.

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure.

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the 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 thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract 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.

17. Continuing Obligation of Contractor.

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.