

STATE OF ALASKA REQUEST FOR PROPOSALS



ALASKA PRE-DISASTER MITIGATION – LOCAL MITIGATION PLANNING PROJECT

RFP 09 160000081

ISSUED JULY 21, 2016

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IS SEEKING A CONTRACTOR TO ASSIST LOCAL AND TRIBAL GOVERNMENTS WITH HAZARD MITIGATION PLANNING FOR TWELVE (12) SPECIFIED REMOTE COMMUNITIES AND ONE (1) BOROUGH CONTAINING EIGHT (8) REMOTE ALASKAN COMMUNITIES.

ISSUED BY:

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

PRIMARY CONTACT:

BOBBI BRAUNEIS
PROCUREMENT OFFICER
MVA.DASPROCUREMENT@ALASKA.GOV
(907) 428-7224

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.

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INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, is soliciting proposals to create new and updated State and FEMA approved Local Hazard Mitigation Plans for twelve (12) specified remote Alaska communities, and one (1) remote borough containing eight (8) remote communities. Each project will meet applicable criteria in the 44 Code of Federal Regulations (44 CFR, Part 201), current FEMA Hazard Mitigation Assistance Unified Guidance and applicable FEMA mitigation planning policies. Further details are provided in Section 3 of the RFP, Scope of Work.

SEC. 1.02 BUDGET

Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, estimates a budget of \$333,125.00 dollars for completion of this project. Proposals priced at more than \$333,125.00 may be considered.

This budget is dependent upon and funded through FEMA finalizing its 2014 Pre-Disaster Mitigation – Competitive Award to the Alaska Division of Homeland Security and Emergency Management on or before the contract award date. This contract will require specific data collection for each project community as state in section 3.01 with more detailed activities stated within the Scope of Work.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 14:00 (2:00 P.M.) prevailing Alaska Time on August 12, 2016. Faxed or oral proposals are NOT acceptable.

SEC. 1.04 PRIOR EXPERIENCE

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

- Minimum of three (3) years professional experience as a Planner or in a planning-related field (within the most recent five years).
- Submission of two (2) recent FEMA approved hazard mitigation plans or other community specific plans for review, in written form, that were prepared by the contractor/firm within the past five (5) years. Offeror's may submit these plans in hard copy, CD ROM or by other pre-approved means by the procurement officer prior to the RFP closing date/time. (NOTE: References to plans located on a website are not acceptable for the submission of plans.)
- Description of prior mitigation or community planning experience. Please fully describe as this information will be used by the Proposal Evaluation Committee (PEC) when evaluating the firm's experience in Section 7.04.
- Provide a minimum of two (2) professional references for the firm(s) to be used for this contract which includes the company name, contact person, address, telephone and email address.

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

SEC. 1.05 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 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 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 deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

The deadline for receipt of questions is 14:00 (2:00 P.M.) Alaska time on August 4, 2016.

PROCUREMENT OFFICER: Bobbi Brauneis
PHONE 907-428-7224
FAX 907-7229
EMAIL – MVA.DASPROCUREMENT@ALASKA.GOV

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Offerors must submit one signed original and three signed copies of their Technical Proposal, one original and three copies of two of two (2) recent FEMA approved hazard plans or mitigation plans, and one original signed Cost Proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Military and Veterans Affairs
Division of Administrative Services
Procurement Section
Attention: Bobbi Brauneis
Request for Proposal (RFP) Number: 09 160000081
RFP Title: Alaska Pre-Disaster Mitigation – Local Mitigation Planning Project
Proposals Due By: 14:00 (2:00 P.M.) Alaska time on August 12, 2016
49000 Army Guard Road, Suite B105B
P.O. Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

If using U.S. mail, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Service
Procurement Section
Attention: Bobbi Brauneis
Request for Proposal (RFP) Number: 09 160000081
Project Name: Alaska Pre-Disaster Mitigation – Local Mitigation Planning Project
Proposals Due By: 14:00 (2:00 P.M.) Alaska time on August 12, 2016
P.O Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

If using a delivery service, please use the following address:

Department of Military and Veterans Affairs
Division of Administrative Service
Procurement Section
Attention: Bobbi Brauneis
Request for Proposal (RFP) Number: 09 160000081
Project Name: Alaska Pre-Disaster Mitigation – Local Mitigation Planning Project
Proposals Due By: 14:00 (2:00 P.M.) Alaska time on August 12, 2016
49000 Army Guard Road, Suite B105B
Joint Base Elmendorf-Richardson, Alaska 99505

Faxed or oral proposals are not acceptable.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to **MVA.DASProcurement@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **907-428-7224** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this 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.

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Military and Veterans Affairs 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.

(e) FEDERAL REQUIREMENTS

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

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT - DELETED

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

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 after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP July 21, 2016,
- Pre-proposal conference on July 28, 2016,
- Questions due on August 4, 2016
- Deadline for Receipt of Proposals August 12, 2016,
- Proposal Evaluation Committee complete evaluation by August 17, 2016,
- State of Alaska issues Notice of Intent to Award a Contract August 18, 2016,
- State of Alaska issues contract August 30, 2016,
- Contract start August 31, 2016.

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 Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A **NON-MANDATORY** pre-proposal conference has been scheduled for 10:00 a.m. Alaska time on July 28, 2016 at 49000 Army Guard Road, Camp Denali, Suite B216 conference room, Joint Base Elmendorf-Richardson, Alaska. Camp Denali is an Alaska National Guard training site located on the Fort Richardson side of Joint Base Elmendorf-Richardson.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Contact the Procurement Office at 907-428-7224 or via email at MVA.DASProcurement@alaska.gov for updated information on the conference.

Base security can be problematic so if you plan on attending in person, please let the Procurement Office know by 2:00 p.m. Alaska time on July 27, 2016 so we can complete the necessary paperwork with the front gate or, attendees may attend via teleconference by scheduling with the Procurement Office in advance.

NOTE: If vendors cannot attend this meeting, please forward your questions to the procurement officer so that they can be addressed at the pre-proposal conference and responded to in any subsequent amendment. A call-in conference number will be made available to those offerors who register with the DMVA Procurement Office. Please request the conference call-in number and pass code when email procurement.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

In compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000 (DMA2000) and 44 CFR Part 201.3, the State of Alaska is tasked with providing technical assistance and training to local governments (including Indian Tribes, to assist them in developing local mitigation plans. Alaska Statute 26.20.020 assigned those tasks to the Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management. Criteria for local hazard mitigation planning include:

- Documentation of the planning process.
- Documentation of public involvement.
- A Risk Analysis including:
 - A description of previous hazard events.
 - A description of the type, location, and extent of all hazards possibly affecting the jurisdiction.
 - A description of the jurisdiction's vulnerability to hazards.
 - Information about the effects of climate change upon all hazards possibly affecting the jurisdiction.
- A mitigation strategy.
- A plan maintenance strategy.
- Formal adoption by governing body of the jurisdiction.

This project will complete new Local Hazard Mitigation Plans for six (6) communities, updated Local Hazard Mitigation Plans for six (6) communities, and one borough Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) containing eight (8) remote communities. All Hazard Mitigation Plans for each community must be FEMA approved pending adoption (APA).

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management is seeking a contractor to assist local and tribal governments with hazard mitigation planning for twelve (12) specified remote Alaska communities and one (1) borough containing eight (8) remote Alaskan communities.

3.01.1 The contractor will collaborate with twenty one (21) local communities and boroughs to develop six (6) new Local All-Hazard Mitigation Plans (LHMP), six (6) LHMP updates, and one (1) borough MJHMP update containing eight (8) remote communities in accordance with FEMA 44 CFR 201. Communities unable to participate will be replaced with alternate communities.

3.01.2 The contractor will invite Alaska Native Villages and tribal councils co-located with cities to participate and adopt their LHMPs. The contractor will write these plans as MJHMPs to meet both FEMA 44 CFR §201.6 and 44 CFR §201.7 standards for local and tribal mitigation planning.

3.01.3 Borough hazard mitigation plans will include all participating communities in their jurisdiction and be written to meet FEMA 44 CFR §201.6 and 44 CFR §201.7 standards if applicable.

3.01.4 The contractor will perform the following activities for each of the communities:

3.01.4.1 Develop and document a comprehensive strategic planning process for continued plan development, implementation, monitoring and maintenance, evaluation and review, and plan revision.

3.01.4.2 Provide and document an opportunity for community members, neighboring communities, regulatory agencies, businesses, and academia to be involved in the planning process.

3.01.4.3 Conduct thorough hazard identification and risk assessments. At a minimum, all natural hazards pertaining to the State of Alaska must be considered.

3.01.4.4 Provide information regarding the effects of climate change upon all hazards possibly affecting each jurisdiction.

3.01.4.5 For each hazard, conduct a vulnerability analysis for all critical facilities and infrastructure.

3.01.4.6 For each hazard, develop potential damage and loss estimates for all public and privately owned assets.

3.01.4.7 Develop and prioritized risk assessment for each community to include extent, impact, and probability of future events.

3.01.4.8 Include the following data for each critical facility and infrastructure component where able: location (i.e. address, lot and block, longitude and latitude), building type, current status, and estimated value.

3.01.4.9 Include any accurate visual representations of each critical facility and infrastructure component, such as photos, aerial imager, maps, plans, technical drawings, or as-builts.

3.01.4.10 Collaborate with each community and develop a mitigation action plan to include a prioritized list of future hazard mitigation goals, objectives, task, and action items.

3.01.4.11 Provide a completed FEMA mitigation plan review tool from the current applicable FEMA local multi-hazard mitigation planning guidance with the page number and section where each planning requirement is met. The plan review tool will be in Microsoft Word format only.

3.01.5 Each aforementioned activity must fulfill the criteria contained in Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. 5165, and the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., 44 Code of Federal Regulations (CFR) Part 201.

3.01.6 The contractor will communicate and coordinate with the State of Alaska, Division of Homeland Security and Emergency Management and contracted communities through many venues including but not limited to site visits, public meetings, workshops, one-on-one training, teleconferences, fax, and email. The contractor will collaborate with local community officials and other participants to create a comprehensive, FEMA-approve, LHMO or MJHMP in accordance with Stafford Act DMA 2000 requirements.

3.01.7 The contractor will submit electronically to the State of Alaska, Division of Homeland Security and Emergency Management (DHS&EM) designated recipient a draft plan and review tool to include all information identified in Section 3.01. The draft plan will be in either Microsoft or Adobe PDF format. The contractor will notify the DHS&EM State Hazard Mitigation Officer or designated DHS&EM staff in writing (via email or formal documentation) when the draft plan is available for State review.

3.01.8 Following State review, the contractor will coordinate with each community, correct identified deficiencies and resubmit revised draft plans to the State until final approval is obtained.

3.01.9 The State will submit each draft plan to FEMA for their evaluation. FEMA will award “Approval Pending Adoption” for local community plans fulfilling all DMA 2000 criteria up to community adoption.

3.01.10 The community will submit FEMA’s Conditionally Approved Local Hazard Mitigation Plan to the local governing body for adoption by resolution.

3.01.11 The State will submit a copy of the community adoption resolution to FEMA for final approval.

3.01.12 The contractor will not be held liable for governing bodies who refuse to adopt their LHMPs by resolution.

SEC. 3.02 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 deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

The length of the contract will be from the date of award, approximately August 31, 2016, for approximately 457 calendar days until completion, approximately November 30, 2017.

- Contract start August 31, 2016
- Periodic, Quarterly Narrative and Financial Reports are required according to the following schedule:

Quarterly Reports:

- | | |
|--|----------------------|
| ○ July 1, 2016 to September 30, 2016 | Due October 14, 2016 |
| ○ October 1, 2016 to December 31, 2016 | Due January 20, 2017 |
| ○ January 1, 2017 to March 31, 2017 | Due April 20, 2017 |
| ○ April 1, 2017 to June 30, 2017 | Due July 7, 2017 |
| ○ July 1, 2017 to September 30, 2017 | Due October 20, 2017 |

Final Report: Contractor submits final report by November 3, 2017

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.

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.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

3.03.1 Task: Hazard Mitigation Plan Development: Deliver six (6) new Local All-Hazard Mitigation Plans, six (6) Local All-Hazard Mitigation Plan updates, and one (1) borough MJHMP update for the following communities:

New Hazard Mitigation Plans	Hazard Mitigation Plan Upgrade
1) Diomedes	1) Allakaket
2) Goodnews Bay	2) Alatna
3) Mekoryuk	3) Koyukuk
4) Minto	4) Kwethluk
5) Venetie	5) Nulato
6) White Mountain	6) Saint Mary's

	7) Northwest Arctic Borough (8 communities)
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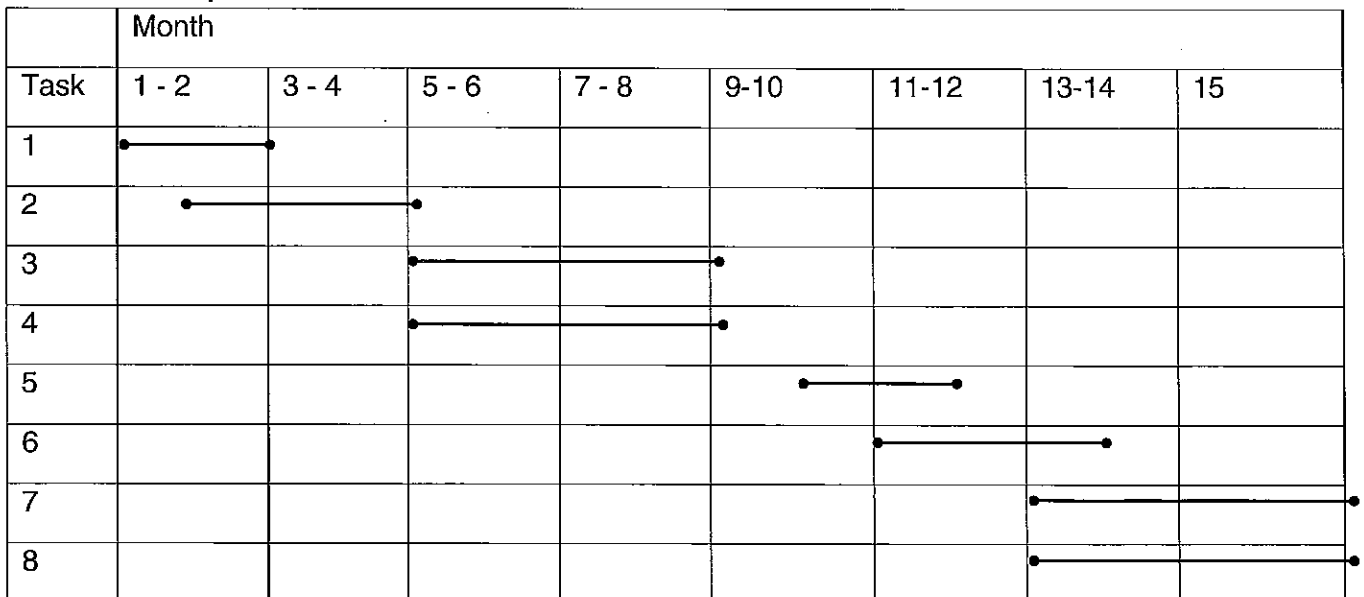
3.03.2 **Timeline:** From contract start date for a period of 15 months.

3.03.3 **Project Schedule:** Each LHMP schedule may vary depending on start date and community progress. See sample Schedule and Gantt chart below.

Schedule Sample.

Description Of Task	Starting Point	Duration	Unit Of Time	Work Complete By
Typical Process				
Community of XXX				
Task 1: Profile community and develop planning process. 44 CFR 201.6(b)(1-3) & 201.6(c)(1&4)	Beginning of Month 1	2	Mo	Contractor, Community officials and general public
Task 2: Identify hazards and conduct risk assessment. 44 CFR 201.6(c)(2)(i)&(iii)	Beginning of Month 3	3	Mo	Contractor, Community officials and general public
Task 3: Profile community assets and conduct exposure analysis. 44 CFR 201.6(c)(2)(ii)(A-C)	Beginning of Month 5 (Concurrent Activity)	4	Mo	Contractor and Community officials
Task 4: Develop a Mitigation Strategy, Identify and prioritize mitigation goals and actions. 44 CFR 201.6(c)(3)(i-iv) & 201.6(c)(4)(ii)	Beginning of Month 5 (Concurrent Activity)	4	Mo	Contractor, Community officials, general public
Task 5: Contractor will submit draft to State for review	Beginning of Month 10	1	Mo	Contractor and Community POC
Task 6: State will submit Plan to FEMA for Draft Evaluation	Beginning of Month 11	3	Mo	DHS&EM coordinate evaluation with FEMA Region X
Task 7: Plan Adoption by Community	Beginning of Month 13	3	Mo	Community POC

	(Concurrent Activity)			
Task 8: Final Plan Approval FEMA Notice of Final Approval Issued	Beginning of Month 13 (Concurrent Activity)	3	Mo	Contractor, FEMA, DHS&EM
Task ~: Provide Quarterly Narrative and Financial Progress Reports	On Going - Quarterly			Contractor coordinated with Community POC

Gantt Chart Sample.

3.04.4 Project Management: Contractor will provide project management and technical assistance to twelve (12) communities and one (1) borough of eight (8) communities in developing LHMPs and plan updates.

3.03.4.1 Provide project management oversight to twelve (12) communities and one (1) borough of eight (8) communities for concurrent completion of LHMPs or MJHMPs. The contractor must understand communities will have additional responsibilities and priorities unrelated to hazard mitigation planning, such as subsistence activities and grant management. Often, all community activities are organized and managed by a few members. Therefore, the communities listed above are tentative and subject to change. If a community opts out of the project then an alternative community may be selected.

3.03.4.2 The contractor will provide a project management outline including a timeline and schedule for each community planning activity.

3.03.5 Reporting Requirements: Selected contractor will attend a kickoff meeting with the State Hazard Mitigation Officer (SHMO), and meet with SHMO or designee either in person or via teleconference as requested. The contractor will provide timely periodic and quarterly narrative and financial progress reports (detailed invoices) to the State identifying accomplishments achieved in this Scope of Work on forms specified by the DHS&EM project manager. Narrative reports will compare actual accomplishments to the objectives established for the reporting period in the project timeline, report reasons for deviation, and justification for timeline adjustment requests. The reports will include any significant events or activities. The financial reports (invoices) must be supported by narrative reports. Reimbursement shall be based upon authorized and allowable expenditures consistent with the Scope of Work and grant guidelines, and submission of timely quarterly narrative and financial progress reports. ***Indirect costs are not allowed.***

The contractor will submit periodic and quarterly Progress Reports and Final Reports as indicated in section 3.03.

3.03.5.1 The contractor will include the following performance measures and information in the quarterly progress reports:

- Actual project accomplishments vs. objectives established in the timeline and milestones in the Scope of Work for the reporting period.
- Number of hazard assessments completed and the associated community(ies)
- Number of public meetings conducted and the associated community(ies). Attach meeting notes/minutes and sign-in sheets to identify individuals and organizations as attendees
- A community contact information sheet that lists each community's points of contact for mitigation planning including their name, position, phone number, email, and address.

3.03.6 Reporting Timeline: Upon commencement of the contract, beginning with the first partial quarter, every quarter during the performance period of the contract, even if no activity occurred during that quarter.

Additional communities may be added if funding and time conditions permit using the selected contractor's unit cost offer figures. Funding will not exceed 20% or \$100,000.00 (whichever is less) of the original budget (2 AAC 12.485)

SEC. 3.04 CONTRACT TYPE

This contract is a **Firm Fixed Price** contract.

Cost proposals must include a project budget with an itemized list of all direct costs associated with the performance of this contract, including but not limited to:

- Contractual Services
- Equipment (including technology equipment)
- Personal Services (total number of hours at various hourly rates, direct benefit expenses, payroll percentage of each person's time devoted to the project)
- Supplies
- Travel (from origin to Anchorage, Alaska)

Note: No Indirect costs are allowed.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report on the form specified by the Division of Homeland Security and Emergency Management project manager. No payment will be made until the progress report and invoice has been approved by the project manager.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

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

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.08 LOCATION OF WORK

The six (6) new plan locations, six (6) plan update locations, one (1) borough update including eight (8) locations, and work to be completed are listed below (Contractor is advised that the State reserves the right to delete or add communities anytime throughout the life of the contract):

New Hazard Mitigation Plans	Hazard Mitigation Plan Upgrade
1) Diomedes	1) Allakaket
2) Goodnews Bay	2) Alatna
3) Mekoryuk	3) Koyukuk
4) Minto	4) Kwethluk
5) Venetie	5) Nulato
6) White Mountain	6) Saint Mary's
	7) Northwest Arctic Borough (8 communities)

The State will not provide labor, insurance, workspace, tools, equipment (to include winter or other seasonal gear necessary to perform required services), technology equipment, and travel expense from the contractor's

origin point to Anchorage, Alaska, which may be necessary for the successful bidder to complete their work. The contractor's Cost Proposal shall include these costs in their lump sum Cost Proposal (Attachment 8).

The contractor shall include in their Cost Proposal the breakdown of their project budget for each category listed below, to include each of the work locations in the form of a lump sum proposal.

- a. Contractual
- b. Equipment
- c. Personal Services
- d. Profit
- e. Supplies
- f. Travel from origin to Anchorage, Alaska (includes air fare, car rental, lodging and per diem)

Reimbursable Travel: The State will reimburse the travel expenses for the individual(s) that are required to travel to the remote communities from Anchorage, Alaska. The State will reimburse the successful offeror for the actual cost incurred for travel for each individual(s) assigned to work in each remote location identified, which will include:

- Actual cost for airfare.
- Actual cost of car rental in remote communities, if authorized
- Daily per diem of \$60.00
- Actual cost of lodging

NOTE: The reimbursable travel to and from Anchorage, Alaska to the communities shall not be included in the Cost Proposal.

Transportation, lodging, and per diem will be reimbursed by the State in accordance with the terms and condition provided at <http://www.gsa.gov/portal/category/100000>. The State does not reimburse for travel if the contractor is required to travel from their place of business to Joint Base Elmendorf-Richardson, Alaska for business and planning meetings with the State Project Manager.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

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

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

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

The F.O.B point for all deliverables required under a contract resulting from this RFP will be the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, P.O. Box 5750, Joint Base Elmendorf-Richardson, Alaska 99505.

SEC. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 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.

Ineligible, unallowable, or any otherwise unauthorized expenditures will not be reimbursed. Source documentation is required for reimbursement of expenditures.

SEC. 3.15 LIQUIDATED DAMAGES - DELETED**SEC. 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 Military and Veterans Affairs or the Commissioner's designee.

SEC. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.18 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 B2**, attached, 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. Objections to any of the requirements in **APPENDIX B2** must be set out in the offeror's proposal.

SEC. 3.19 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.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

The proposal will include a budget worksheet. **DO NOT include any cost information within the Technical Proposal.** Cost information is to be provided only within the Cost Proposal.

SEC. 4.02 INTRODUCTION

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

Proposals must confirm that the offeror will comply with all provisions in this 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.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 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:

- title,
- resume,
- location(s) where work will be performed,

- quantify the number of projects each individual has completed successfully for similar projects within the past three (3) years.

Offerors must provide reference letters OR a list of names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

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

Submit only one signed cost proposal AND the completed DMVA Total Contract Cost form attached to this RFP in a separately sealed envelope/packet with your offer.

SEC. 4.08 EVALUATION CRITERIA

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

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (30%)

Proposals will be evaluated against the questions set out below:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project? Contractor shall quantify the experience of each person who will be assigned work on this project.
- d) Has the firm demonstrated experience in completing similar projects on time and within budget? Has the firm demonstrated their subcontractor(s) experience in completing similar projects on time and within budget?
- e) How successful is the general history of the firm (or subcontractors) regarding timely and successful completion of projects?
- f) Has the firm and sub-contractors provided two 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 in items (a) through (f)?

SEC. 5.05 CONTRACT COST (40 %)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

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 3.15.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 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.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

NOTE: A Certificate of Authority issued by the State of Alaska, Department of Commerce, Community and Economic Development, is not an Alaska Business License, and DOES NOT meet the statutory requirements for and Alaska Business License as stated in this section. A company or business that submits a Certificate of

Authority as proof of an Alaska Business License for this solicitation will be considered non-responsive and their proposal rejected.

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the B216 conference room on the second floor of the National Guard Armory located on Camp Denali in building 49000 Army Guard Road, on Joint Base Elmendorf-Richardson, Alaska.

If the contract negotiations take place on Joint Base Elmendorf-Richardson, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES – NOT APPLICABLE

Due to this solicitation having Federal Funding Sources ALL preferences will not be applicable in accordance with AS 36.30.890.

Sec. 6.12 ALASKA BIDDER PREFERENCE – NOT APPLICABLE

SEC. 6.13 ALASKA VETERAN PREFERENCE – NOT APPLICABLE

SEC. 6.14 ALASKA OFFEROR PREFERENCE – NOT APPLICABLE

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

Offeror #3 receives 33.7 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 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/j/tip/>

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

SEC. 7.05 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.

SEC. 7.06 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Expenditures from the contract will involve Federal funds. The U.S. Department of Labor requires all State agencies that are expending Federal funds to have certification filed in the proposal by the offeror that they have not been debarred or suspended from doing business with the Federal Government.

The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction form attached to this RFP **must be completed and submitted** with your proposal for both the offeror and any subcontractors. Failure to include this form for both the offeror and any subcontractors within the proposal package will result in the offeror's proposal being declared non-responsive and it will be rejected by the State.

This form will be used to check the contractor in the Federal System for Award Management (SAM). The offeror and any subcontractors **must be registered in SAM** to receive award and payments of Federal contracts. Registration is free and can be done at <https://www.sam.gov>.

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.09 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 7.10 DISPUTES

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

SEC. 7.11 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 1.12 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.

SEC. 7.13 CONTRACT INVALIDATION

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

SEC. 7.14 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Standard Agreement Form - Appendix A
- 3) Appendix B2
- 4) Notice of Intent to Award
- 5) Bidder's Checklist
- 6) Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (2 pages)
- 7) DHS&EM Assurances for Federally Required Contract Provisions (2 pages)
- 8) Cost Proposal
- 9) Lobbying; Debarment, Suspension & Other Matters; and Drug Free Workplace Requirements
- 10) Proposal Responsiveness Checklist (1 page)

ATTACHMENT 1: 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: **09 160000081**

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

7.01 Understanding of the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

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

NOTES

- 2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES:

- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES:

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.01: _____

7.02 Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES:

- 3) How well does the methodology interface with the time schedule in the proposal?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.02: _____

7.03 Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

- 2) How well is accountability completely and clearly defined?

NOTES:

- 3) Is the organization of the project team clear?

NOTES:

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES:

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES:

6) Does it appear that offeror can meet the schedule set out in the RFP?

NOTES:

7) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES:

8) To what degree is the proposal practical and feasible?

NOTES:

9) To what extent has the offeror identified potential problems?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.03: _____

7.04 Experience and Qualifications—30 Percent

Maximum Point Value for this Section - 30 Points

100 Points x 30 Percent = 30 Points

Proposals will be evaluated against the questions set out below.

- a) Do the individuals assigned to the project have experience on similar projects?

NOTES:

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

NOTES:

- c) How extensive is the applicable education and experience of the personnel designated to work on the project? Contractor shall quantify the experience of each person who will be assigned work on this project.

NOTES:

- d) Has the firm demonstrated experience in completing similar projects on time and within budget? Has the firm demonstrated their subcontractor(s) experience in completing similar projects on time and within budget?

NOTES:

- e) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES:

- f) Has the firm and subcontractors provided two letters of reference from previous clients?

NOTES:

- d) If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror in item (a) through (f)?

NOTES:

EVALUATOR'S POINT TOTAL FOR 7.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

7.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number PSA	2. DGS Solicitation Number	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 Military and Veterans Affairs		Division hereafter the State, and	
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>1.1 RFP/IRFP _____ with amendment(s) _____ incorporated by reference (attachment).</p> <p>1.2 Accepted proposal from _____ dated _____ incorporated by reference (attachment).</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. There are _____ renewal or extension options for this contract.</p> <p>ARTICLE 4. Considerations:</p> <p>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.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Military and Veterans Affairs		Division of	
Mailing Address		Attention:	
<p>12. CONTRACTOR</p> <p>Name of Firm</p> <p>Signature of Authorized Representative</p> <p>Date</p> <p>Typed or Printed Name of Authorized Representative</p> <p>Title</p>		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
<p>13. CONTRACTING AGENCY</p> <p>Department/Division DMVA/</p> <p>Signature of Project Director</p> <p>Typed or Printed Name of Project Director</p> <p>Title</p>		<p>Signature of Head of Contracting Agency or Designee</p> <p>Date</p> <p>Typed or Printed Name</p> <p>Title</p>	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in a contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. 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.

Article 9. 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.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

-- END OF APPENDIX A --

APPENDIX B² 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 for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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 claim.

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 claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

NOTICE OF INTENT TO AWARD A CONTRACT

Department of Military and Veterans Affairs
 Division of Administrative Services
 Procurement Section
 P.O. Box 5800
 Joint Base Elmendorf-Richardson, Alaska 99505

THIS IS NOT AN ORDER**DATE ISSUED:****RFP NO.:****RFP DEADLINE:****RFP SUBJECT:****CONTRACTING OFFICER:****SIGNATURE:** _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND: @ -- MOST ADVANTAGEOUS
 Y -- RESPONSIVE PROPOSAL
 N -- NON-RESPONSIVE PROPOSAL

SUMMARY

RFP _____

ATTACHMENT 5

OFFEROR'S CHECKLIST

Offerors are strongly encouraged to use this checklist when assembling their proposal package. **All required documents must be received within DMVA/DAS Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive:**

- _____ 1. **Technical Proposal.** One signed original and three signed copies of the technical proposal in a sealed envelope addressed as indicated in paragraph 1.01 within the proposal package;
- _____ 2. **Cost Proposal.** One signed Cost Proposal submitted in a separate sealed envelope within the proposal package;
- _____ 3. **Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.** One signed copy and any subcontractors;
- _____ 4. **Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.** One signed copy form the offeror and any subcontractors;
- _____ 5. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s); and
- _____ 6. **Plans.** One original and three copies of two (2) recent FEMA approved hazard mitigation plans or other community specific plans as indicated in section 1.04 within the proposal package.

**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

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or
the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.