



**STATE OF ALASKA**  
Department of Military and Veterans Affairs  
Division of Administrative Services  
Procurement Section  
Army Guard Road, Building 49000, Suite B105B  
P.O. Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**Informal Request for Proposals**  
**IRFP 170007319**

Date of Issue: **January 6, 2017**  
Proposal Due Date: **January 27, 2017 at 14:00**

Title and Purpose of IRFP: Instructor for Hazardous Materials Technician Course

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security & Emergency Management, is seeking a qualified contractor to provide and teach a Hazardous Materials Technician Course to select emergency responders within the State of Alaska, that meets or exceeds the standards set in National Fire Protection Code (NFPA) 472 and OSHA 1910.120. The project is to be scheduled and completed as specified in this IRFP.

**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.

**//SIGNED COPY ON FILE//**  
**Jim Manco**  
**Procurement Specialist II**  
**Department of Military and Veterans Affairs**  
**Division of Administrative Services**

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# SECTION ONE

## INTRODUCTION AND INSTRUCTIONS

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

Offerors must submit one original and three copies of their proposal, in writing, to the procurement officer in a sealed envelope. Envelope must be addressed as follows:

Department of Military and Veterans Affairs  
Division of Administrative Services  
Attention: Jim Manco  
Informal Request for Proposal (IRFP) Number: 09 170007319  
Project name: Hazardous Materials Technician Course  
Proposals Due Date and Time: prior to 2:00 p.m. on January 27, 2017  
Army Guard Road, Building 49000, Suite B105B  
P.O. Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

Proposals must be received prior to 2:00 P.M., local Alaska Time on **January 27, 2017**. Fax proposals are not acceptable. Oral proposals are not acceptable.

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

PROCUREMENT OFFICER: **Jim Manco** – PHONE **907-428-7224**  
EMAIL - [MVA.DASProcurement@alaska.gov](mailto:MVA.DASProcurement@alaska.gov).

### 1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately **March 1, 2017**, for approximately **3 months** until completion, approximately **June 2, 2017**.

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

The **approximate** contract schedule is as follows:

- Issue IRFP **January 6, 2017**
- Deadline for Receipt of Questions by **4:30 p.m. local Alaska time on January 16, 2017**
- Deadline for Receipt of Proposals **prior to 2:00 p.m. local Alaska time on January 27, 2017**
- Proposal Evaluation Committee complete evaluation by **February 7, 2017**
- State of Alaska issues Notice of Award of a Contract **February 15, 2017 (10 day protest)**

- State of Alaska issues contract **March 1, 2017**,
- Contract start **March 1, 2017**,
- Contract kickoff meeting with contractor, DHS&EM Project Manager, and Facility Representative on **March 8, 2017**,
- Contractor conducts course: **May 15-20, 2017**
- Contractor provides Final Report and Billing to DHS&EM Project Manager no later than **June 2, 2017**.

### 1.03 Purpose of the IRFP

The Department of Military and Veterans Affairs (DMVA), Division of Homeland Security and Emergency Management (DHS&EM), is soliciting competitive proposals for a qualified contractor to provide and teach a Hazardous Materials Technician Course to select emergency responders within the State of Alaska, that meets or exceeds the standards set in National Fire Protection Code (NFPA) 472 and OSHA 1910.120.

### 1.04 Budget

The Department of **Military and Veterans Affairs**, Division of **Homeland Security and Emergency Management**, has a budget of \$38,000.00 dollars for completion of this project. Proposals priced at more than \$38,000.00 will be considered non-responsive.

The Division of Homeland Security and Emergency Management will use grant funding from the FY2016 Hazardous Materials Emergency Preparedness (HMEP) Grant Program, Agreement Number: **HM-HMP-0271-11-01-00**.

### 1.05 Location of Work

The location(s) the course is to be taught is in the State of Alaska.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace. Classroom and skills facility/training areas will be provided by contractor.

The contractor must include in their price proposal: rental cost for suitable training facility; transportation, lodging, and per diem costs for required staff to and from the Contractor's location to the training facility; cost of materials, supplies, equipment, and other items required to teach the class; cost of shipping materials to and from the training facility; a cost per student based on a maximum of 25 students and any testing or other costs or fees required to meet the State's requirements. Travel to other locations within the State of Alaska will not be required.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

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

## 1.06 Assistance to Offerors with a Disability

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

## 1.07 Required Review

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

## 1.08 Questions Received Prior to Opening of Proposals

**All questions must be in writing** and directed to the DMVA/DAS Procurement Section. Questions may be emailed to [MVA.DASProcurement@alaska.gov](mailto:MVA.DASProcurement@alaska.gov). 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 IRFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the IRFP. The procurement officer will make that decision.

To ensure adequate time to address questions and, if necessary, issue an amendment to the IRFP, the deadline for questions will be **4:30 p.m. on January 16, 2017**.

## 1.09 Amendments

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

## 1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

## 1.11 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. A proposal from a debarred or suspended offeror shall be rejected.

## **1.12 State Not Responsible for Preparation Costs**

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

## **1.13 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection.

All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

## **1.14 Subcontractors**

Subcontractors will not be allowed.

## **1.15 Joint Ventures**

Joint ventures will not be allowed.

## **1.16 Offeror's Certification**

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this IRFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

## **1.17 Conflict of Interest**

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

## **1.18 Right to Inspect Place of Business**

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

## **1.19 Solicitation Advertising**

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

## **1.20 News Releases**

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

## **1.21 Assignment**

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



## 1.22 Disputes

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

## 1.23 Severability

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

## 1.24 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal by the offeror that they have not been debarred or suspended from doing business with the federal government. **Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 5) must be completed and submitted with your proposal.**

## 1.25 Federal Requirements

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

# SECTION TWO STANDARD PROPOSAL INFORMATION

## 2.01 Authorized Signature

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

## 2.02 Pre-proposal Conference

There is no pre-proposal conference scheduled for this IRFP.

## 2.03 Site Inspection – Deleted.

## 2.04 Amendments to Proposals

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

## 2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the IRFP, the term or condition of the IRFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## 2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal.

Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

## 2.07 Discussions with Offerors

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

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

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

## 2.08 Prior Experience

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

- Prior experience preparing and delivering various hazardous materials technician training courses and exercises;
- Currently certified as a hazardous material technician.

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

## **2.09 Evaluation of Proposals**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this IRFP.

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

## **2.10 Vendor Tax ID**

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

## **2.11 F.O.B. Point – Deleted.**

## **2.12 Alaska Business License and Other Required Licenses**

Successful contractor must provide proof of having or having applied for an Alaska Business License and any necessary applicable professional licenses required by Alaska Statute before a contract will be awarded. Proposals must be submitted under the name as appearing on the person's Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Successful contractor must submit evidence of a valid Alaska business license before award of a contract. A contractor's failure to submit this evidence within the timeframe specified by the State will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses or has applied for a valid Alaska business license may consist of any one of the following:

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

**2.13 Application of Preferences – Deleted.** Because federal funds will be used in the procurement of services under a contract resulting from this IRFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

**2.14 5 Percent Alaska Bidder Preference – Deleted.**

**2.15 5 Percent Alaska Veteran Preference – Deleted.**

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

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular IRFP. See section SEVEN to determine the value, or weight of cost for this IRFP.

### **EXAMPLE**

#### Formula Used to Convert Cost to Points

#### [STEP 1]

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

|                                  |          |
|----------------------------------|----------|
| Offeror #1 - Non-Alaskan Offeror | \$30,000 |
| Offeror #2 - Alaskan Offeror     | \$32,750 |
| Offeror #3 - Alaskan Offeror     | \$37,500 |

#### [STEP 2]

Convert cost to points using this formula.

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

The IRFP allotted 40% (40 points) of the total of 100 points for cost.

**Offeror #1 receives 40 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$30,000, receives the maximum number of points allocated to cost, 40 points.

**Offeror #2 receives 37.4 points.**

$$\begin{array}{r} \$30,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$32,750 \\ \text{Offeror \#2} \end{array} = \begin{array}{r} 37.4 \\ \text{Points} \end{array}$$

**Offeror #3 receives 33.7 points.**

$$\begin{array}{r} \$30,000 \\ \text{Lowest} \\ \text{Cost} \end{array} \times \begin{array}{r} 40 \\ \text{Max} \\ \text{Points} \end{array} = 1,600,000 \div \begin{array}{r} \$37,500 \\ \text{Offeror \#3} \end{array} = \begin{array}{r} 33.7 \\ \text{Points} \end{array}$$

## 2.17 Alaska Offeror Preference – Deleted.

## 2.18 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the Informal 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 a conference room at the Alaska National Guard Armory, Army Guard Road, Building 49000, 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.

## **2.19 Failure to Negotiate**

If the selected offeror

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

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

## **2.20 Notice of Award of a Contract (NOA) — Offeror Notification of Selection**

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

## **2.21 Protest**

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

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 Award of a Contract is issued.

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

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;

- d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents;  
and
- (b) the form of relief requested.

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

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

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

## **SECTION THREE STANDARD CONTRACT INFORMATION**

### **3.01 Contract Type**

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

### **3.02 Contract Approval**

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

### **3.03 Standard Contract Provisions**

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Goods and Non-Professional Services Contract with Appendix A (Attachment 2). 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.

### **3.04 Proposal as a Part of the Contract**

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

### **3.05 Additional Terms and Conditions**

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

### **3.06 Insurance Requirements**

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

Offerors must review form APPENDIX B1, attached, for details on required coverage (Attachment 3). 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 B1 must be set out in the offeror's proposal.

**A copy of APPENDIX B1 must be signed at the bottom and included with the offeror's proposal.**

### **3.07 Bid Bond - Performance Bond - Surety Deposit – Deleted.**

### **3.08 Contract Funding**

Payment for the contract is subject to funds already appropriated and identified.

### **3.09 Proposed Payment Procedures**

The state will make a single payment when all of the deliverables are received and the contract is completed and approved by the DHS&EM Project Manager. Payment will be NET 30 days upon receipt of an original invoice from the contractor.

### **3.10 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.

### **3.11 Informal Debriefing**

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

### **3.12 Contract Personnel**

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

### **3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.14 Termination for Default**

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

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

### **3.15 Liquidated Damages – Deleted.**

### **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 manager 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 manager 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.

### **3.17 Contract Invalidation**

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

### **3.18 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.

## **SECTION FOUR BACKGROUND INFORMATION**

### **4.01 Background Information**

The Department of Military and Veterans Affairs (DMVA), Division of Homeland Security and Emergency Management (DHS&EM), has been tasked to provide a Hazardous Materials Technician Course that will meet or exceed the standards set in National Fire protection Code (NFPA) 472 standards and OSHA 1910.120. The goal of this training is to provide Alaskan hazardous material teams with the NFPA 472 technician core competencies. This course will be designed to teach the participant how to respond and mitigate a hazardous materials release. DMVA/DHS&EM is seeking competitive proposals for a qualified contractor to complete this task. The selected contractor will deliver a **45** hour Hazardous Materials Technician course that will provide the tools necessary to obtain certification through National Board on Fire Service Professional Qualification (NPQS) (Pro Board). Course is to be given to select emergency responders within the State of Alaska. This course will be designed around classroom lectures, interactive exercises, and practical skills applications.

# SECTION FIVE

## SCOPE OF WORK

### 5.01 Scope of Work

**5.01.1** The selected contractor will develop, provide, and deliver a Hazardous Materials Technician Course that will meet or exceed the standards of National Fire protection Code (NFPA) 472 (2013 edition) standards and OSHA 1910.120. Course length is to be approximately **45** hours, and the class will be taught within the State of Alaska at a suitable training facility. Estimated number of students will be between 15 and 25. A maximum of 25 students will be allowed to attend the course. Students may be any combination of first responders and command and control staff. Classroom space and training areas required for the class will be provided by the contractor and located within the State of Alaska.

The contractor will coordinate delivery between the DHS&EM project manager and the Alaska Fire Standards Council.

The contractor will accommodate testing and certification for those students wanting to be certified by coordinating with the Alaska Fire Standards Council.

Specifically, the course must meet or exceed:

- **NFPA 472; Chapter 7 Competencies for Hazardous Materials Technicians**
- **OSHA 1910.120 Subpart H: Hazardous Materials; Hazardous waste operations and emergency response.**

**5.01.2** The course will include the following:

Classroom:

- Health and Safety
- Site Management
- Identifying the Problem (Site/Container Characterization)
- Hazard Assessment and Risk Evaluation
- Selecting Personal Protective Clothing and Equipment
- Implementing Response Objectives
- Decontamination
- Terminating the Incident

**5.01.3** Practical Skills:

- Level A Dress out with SCBA
- A & B Chlorine Kits
- MC306/406 Dome Clamp with Grounding and Bonding
- Decontamination
- Cylinder leak repair
- Drum Leak Repair and Over packing
- Sampling techniques

Selected contractor will deliver the 45 hour hazardous materials technician course. Primary date for the course will be the week of **May 15-20, 2017**.

**5.01.4** Selected contractor will provide the following for all participants:

Facility per DHS&EM Guidelines

- A classroom (and associated facilities) large enough to comfortably sit 30+ students.
- An area outside that is approximately 60 ft x 100ft that has a water source for exercises and allows for an MC-306 trailer to be rolled over by forklift and left for the duration of the course.

- The outside area must be suitable to flow water throughout the course periodically.
- Room for a minimum of two 20-foot containers to be staged for props and course supplies.
- Access to a breathing air compressor that can fill 4,500psi SCBA bottles, as needed throughout the course.
- A warm area approximately 30ft x 30ft suitable for PPE dress-out, medical monitoring, equipment storage, student rehab etc, and is available as needed throughout the course.
- A warm location for decontamination.

Equipment per NFPA 472 Ch. 7:

- Equipment availability that allows for students to dress out and exercise in Level A, B, and C personal protective clothing. Specifically, the Contractor shall provide, on an as-needed basis, the following equipment:
  - Scott 4.5 Air Packs
  - Scott 45 minute Cylinders
  - Scott AV3000 Face Masks

or a suitable, comparable equivalent to students requesting temporary use of this equipment for the duration of the Hazardous Materials Technician Course. This equipment obligation will extend to all 25 students, although responders may elect to bring their own equipment at their discretion. Equipment must be in compliance with both National Fire Protection Association (NFPA) 472, and respiratory devices contracted for student use must be compliant with National Institute for Occupational Safety and Health testing and certification standards per Title 42, Code of Federal Regulations, Part 84.

- The Contractor will be responsible for the coordination of a supplier of the Scott (or like) firefighting equipment mentioned above, the transport – as necessary – of said equipment, and will assume liability and responsibility for any defects or damage to the equipment that may occur throughout the duration of the Hazardous Materials Technician Course. Additionally, the Contractor will be responsible for ensuring the continued functionality of the above equipment by providing batteries for the PASS devices used in conjunction with the Self-Contained Breathing Apparatus (SCBA), and coordinating with the AFD Training Center for use of a compressed air refill device, as needed.
- Contractor shall supply chemical detection equipment similar to the types used by the State of Alaska HazMat Teams.
- An adequate and diversified reference material library that allows for chemical research of the students.
- Product release simulators that allow for control function simulations as referenced in NFPA 472 Ch. 7.4.3.
- Adequate equipment to preform decontamination exercises as specified in NFPA 472 Ch. 7.4.5

And;

- Educational materials, handouts, pamphlets, and other materials and supplies required to teach the course.
- Kits, gear, and other equipment required for the practical skills portion of the class;
- Laptop computer(s), projectors, and other equipment required to present the materials to the participants.

## 5.02 Timeline

**Timeline:** The Gantt Chart below shows the approximate timelines for the contract period.

**Gantt Chart:**

| Description Of Task   | Approximate Date | Duration | Unit Of Time | Work Complete By  |
|---|------------------|----------|--------------|---|
| <b>Hazardous Material Technician Course contract issued</b>     | March 1, 2016    | 1        | day          | DAS Procurement Section   |
| <b>Hazardous Material Technician Course contract starts</b>     | March 1, 2016    | 1        | day          | DHS&EM, Contractor  |
| <b>Hazardous Material Technician Course kickoff meeting</b>     | March 8, 2016    | 1        | day          | DHS&EM Project Manager, Contractor, abd Alaska Fire Standards Council Director      |
| <b>Contractor delivers Hazardous Material Technician Course</b> | May 15-20, 2017; | 1        | week         | DHS&EM Project Manager, Contractor and Alaska Fire Standards Council Representative |

|  |                            |   |     |                                     |
|--|----------------------------|---|-----|-------------------------------------|
| Contractor provides final report and billing to DHS&EM Project Manager | No Later Than June 2, 2017 | 1 | day | DHS&EM Project Manager, Contractor, |
|--|----------------------------|---|-----|-------------------------------------|

### 5.03 Deliverables

The contractor will be required to provide the following deliverables:

- (a) A 45 Hour Hazardous Materials Technician Course to select attendees in Alaska during the week of May 15-20, 2017.
- (b) A final report and billing to the DHS&EM Project Manager no later than June 2, 2017. Final report content will contain, at a minimum, a student attendance roster, dates training were conducted, and a brief overview of the class. More detailed information on the final report content will be provided to the contractor by the DHS&EM Project Manager.

## SECTION SIX PROPOSAL FORMAT AND CONTENT

### 6.01 Proposal Format and Content

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

### 6.02 Introduction

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

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

**DO NOT include any cost information within the Technical Proposal.** Cost information is to be provided only within the Cost Proposal.

### 6.03 Understanding of the Project

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

### 6.04 Methodology Used for the Project

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

Offeror must also provide a copy of the training course syllabus for the course they intend to teach to meet the State's requirements.

## **6.05 Management Plan for the Project**

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

## **6.06 Experience and Qualifications**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this IRFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the IRFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,
- b. resume,
- c. prior experience preparing and delivering various hazardous materials technician training courses and exercises,
- d. verification of current certification as a hazardous material technician.

Offerors must provide a memo with reference names and phone numbers for similar projects the offeror's firm has completed.

## **6.07 Cost Proposal**

The contractor must include in their price proposal: rental cost for suitable training facility; transportation, lodging, and per diem costs for required staff to and from the Contractor's location to the training facility; cost of materials, supplies, equipment, and other items required to teach the class; cost of shipping materials to and from the training facility; a cost per student based on a maximum of 25 students and any testing or other costs or fees required to meet the State's requirements. Travel to other locations within the State of Alaska will not be required.

## **6.08 Evaluation Criteria**

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

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

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

# **SECTION SEVEN**

## **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

### **7.01 Understanding of the Project (10 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

### **7.02 Methodology Used for the Project (20 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the IRFP?
- [b] How well does the methodology match and achieve the objectives set out in the IRFP?
- [c] Does the methodology interface with the time schedule in the IRFP?
- [d] Did the offeror include a copy of the training course syllabus with their proposal and how well does it accomplish the State's objectives?

### **7.03 Management Plan for the Project (5 Percent)**

Proposals will be evaluated against the questions set out below:

- [a] [How well does the management plan support all of the project requirements and logically lead to the deliverables required in the IRFP?
- [b] [How well is accountability completely and clearly defined?
- [c] [Is the organization of the project team clear?
- [d] [How well does the management plan illustrate the lines of authority and communication?
- [e] [To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the IRFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the IRFP?

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

[i] To what extent has the offeror identified potential problems?

## **7.04 Experience and Qualifications (25 Percent)**

Proposals will be evaluated against the questions set out below:

*Questions regarding the personnel:*

[a] Do the individuals assigned to the project have experience 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?

*Questions regarding the firm:*

[d] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients or a memo with reference names and phone numbers for similar projects the offeror's firm has completed?

## **7.05 Contract Cost (40 Percent)**

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 2.13.

### ***Converting Cost to Points***

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

# SECTION EIGHT ATTACHMENTS

## 8.01 Attachments

### *Attachments*

1. Proposal Evaluation Form
2. Example of the Standard Agreement Form with Appendix A
3. Appendix B1
4. Example of the Notice of Award of a Contract
5. Completed Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form
6. DHS&EM Assurances provisions
7. Checklist
8. Budget Cost Sheet



# PROPOSAL EVALUATION FORM

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

Person or Firm Name \_\_\_\_\_

Proposal Evaluation Member (PEC) Packet Number (Circle One)    1 of 3    2 of 3    3 of 3

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

IRFP Number \_\_\_\_\_

## 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.

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

## 7.02 Methodology Used for the Project—20 Percent

Maximum Point Value for this Section - 20 Points  
100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[c] Did the offeror include a copy of the training course syllabus with their proposal and how well does it accomplish the state's objective?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[d] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.02** \_\_\_\_\_

## 7.03 Management Plan for the Project—5 Percent

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

Proposals will be evaluated against the questions set out below.

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[f] Does it appear that offeror can meet the schedule set out in the IRFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the IRFP?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.03** \_\_\_\_\_

## **7.04 Experience and Qualifications—25 Percent**

Maximum Point Value for this Section - 25 Points  
100 Points x 5 Percent = 25 Points

Proposals will be evaluated against the questions set out below.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the IRFP requires?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

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

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

[f] Has the firm provided letters of reference from previous clients or a memo with reference names and phone numbers for similar projects the offeror's firm has completed?

EVALUATOR'S NOTES \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.04** \_\_\_\_\_

**EVALUATOR'S SUBTOTAL, 7.01 THROUGH 7.04** \_\_\_\_\_

**PROCUREMENT OFFICER NOTE: ALTER AND REVISE AS REQUIRED. A GOOD RULE OF THUMB FOR THE MINIMUM WEIGHT GIVEN TO PRICE IS 40% OF THE TOTAL EVALUATION POINTS. YOU SHOULD REVIEW THE UNIQUE CIRCUMSTANCES OF YOUR PROCUREMENT TO DETERMINE THE APPROPRIATE WEIGHTING FOR COST. THE PROCUREMENT OFFICER SHOULD REQUIRE THAT COSTS BE SUBMITTED SEPARATELY TO AVOID THE POSSIBILITY OF THE PRICE INFLUENCING SCORING.**

## **7.05 Contract Cost — 40 Percent**

**To avoid the possibility of cost influencing scoring, Sections 7.05 and 7.06 will be evaluated by the Procurement Officer.**

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. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

**Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.16.

**EVALUATOR'S POINT TOTAL FOR 7.05** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS** \_\_\_\_\_

**SAMPLE**  
**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

Attachment #2

|  |                            |   |                                       |
|--|----------------------------|---|---------------------------------------|
| 1. Agency Contract Number  | 2. DGS Solicitation Number | 3. Financial Coding   | 4. Agency Assigned Encumbrance Number |
| 5. Vendor Number   | 6. Project/Case Number     | 7. Alaska Business License Number   |                                       |
| <b>This contract is between the State of Alaska,</b>   |                            |   |                                       |
| 8. Department of   | Division                   | hereafter the State, and  |                                       |
| 9. Contractor  |                            |   | hereafter the Contractor              |
| Mailing Address  | Street or P.O. Box         | City  | State ZIP+4                           |
| <p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></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><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></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  | Attention: Division of     |   |                                       |
| Mailing Address  | Attention:                 |   |                                       |
| <b>12. CONTRACTOR</b>  |                            | <p>14. <b>CERTIFICATION:</b> 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> |                                       |
| Name of Firm   |                            |   |                                       |
| Signature of Authorized Representative   | Date                       |   |                                       |
| Typed or Printed Name of Authorized Representative   |                            |   |                                       |
| Title  |                            |   |                                       |
| <b>13. CONTRACTING AGENCY</b>  |                            | Signature of Head of Contracting Agency or Designee   | Date                                  |
| Department/Division  | Date                       | Typed or Printed Name<br><br>Title  |                                       |
| Signature of Project Director  |                            |   |                                       |
| Typed or Printed Name of Project Director  |                            |   |                                       |
| Title  |                            |   |                                       |

**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, 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 an 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.



**APPENDIX B<sup>1</sup>**  
**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.

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



Department of Military and Veterans Affairs  
Division of Administrative Services  
Procurement Section  
49000 Army Guard Road, Suite B105B  
P.O. Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**THIS IS NOT AN ORDER**

**DATE ISSUED:** \_\_\_\_\_

**IRFP NO.:** 09 16xxxxxx

**IRFP OPENING DATE:** September 20, 2013

**IRFP SUBJECT:** *Inventory and Evaluation at the Kenai Armory*

**PROCUREMENT OFFICER:** Joe Smith

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's award of a contract. This notice is being provided in accordance with 2 AAC 12.695. The figures shown here are a tabulation of the offers received with the apparent awardee indicated. A participant who wishes to protest this Notice of Award 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. To be accepted, a protest shall contain the information required by AS 36.30.560. Bidder(s) identified here as the apparent awardee is instructed not to proceed until a Purchase Order, Delivery Order, Contract Award, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Delivery Order, Contract Award, or other form of notice of award does so without a contract and at their own risk. AS 36.30.365.

| Bidder | Responsive? | Points | Award |
|--------|-------------|--------|-------|
|        |             |        |       |
|        |             |        |       |
|        |             |        |       |
|        |             |        |       |

**LEGEND:** YES -- AWARD TO OFFEROR  
YES -- RESPONSIVE OFFER  
No -- NON-RESPONSIVE OFFER

**SUMMARY**

XXX proposals were received for the Inventory and Evaluation of the Kenai Armory IRFP. Vendor provided the best value offer by the Proposal Evaluation Committee and will be awarded the contract. Please contact Joe Smith via email at [MVA.DASProcurement@alaska.gov](mailto:MVA.DASProcurement@alaska.gov) if you have any questions or concerns. Thank you for your participation in this procurement process.

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

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Participants should refer to the regulations cited below to determine the certification to which they are required to attest. Participants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Department of Justice 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Division of Homeland Security determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the participant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The participant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the participant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this proposal.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The participant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Alaska Division of Homeland Security, Attn.: Grant Administrator, PO Box 5750, Anchorage, AK 99505 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code) – top of next column --

\_\_\_\_\_

\_\_\_\_\_

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Alaska Division of Homeland Security and Emergency Management, PO Box 5750, Anchorage, AK 99505 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

\_\_\_\_\_

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Participant Name and Address:

2. Solicitation Number and/or Proposal or Project Name

3. EIN or IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

## **DHS&EM Assurances for Federally Required Contract Provisions**

A grantee's and sub-grantee's contracts must contain contract provisions as outlined in 49 CFR 13.36 (i). The below provisions are required to be incorporated when utilizing federal grant funds for contracts. Certain assurances may not be applicable to your project and may be omitted accordingly. If you have questions, please contact DHS&EM.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment #7

**PROPOSAL CHECKLIST**

**THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE OFFEROR NO LATER THAN THE DATE AND TIME SET FOR RECEIPT OF PROPOSALS BY THE PROCUREMENT SECTION**

- \_\_\_\_\_ a. One original and three hard copies of the offeror's proposal contained in a sealed envelope (if mailing) and marked as shown in Section 1.01 of this IRFP or one copy faxed or emailed no later than the due date and time.
- \_\_\_\_\_ b. A signed acknowledgment of Appendix B1, Indemnity and Insurance
- \_\_\_\_\_ c. A completed Federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
- \_\_\_\_\_ d. Complete the Budget Cost Sheet (Attachment 8) and submit under a separate cover or in a separate envelope within the project.
- \_\_\_\_\_ e. Any amendments for the IRFP that require acknowledgment.

**BUDGET COST SHEET**

Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

| Category           | Description  | Projected Amount |
|--------------------|--|------------------|
| Total Project Cost | The contractor must include in their price proposal: transportation, lodging, and per diem costs for required staff to and from contractor's location and Anchorage, Alaska; cost of materials, supplies, equipment, and other items required to teach the class; cost of shipping materials to and from Anchorage, Alaska; a cost per student base on a maximum of 25 students; and any testing or other costs or fees required to meet the state's requirements. | \$               |

The Division of Homeland Security and Emergency Management will use grant funding from the FY2012 Hazardous Materials Emergency Preparedness (HMEP) Grant Program, Agreement Number HM-HMP-0271-11-01-00.

**Notes:**