



**STATE OF ALASKA**  
Department of Military & Veterans Affairs  
Division of Administrative Services  
Procurement Section  
49000 Army Guard Rd. Suite B105B  
PO Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**Request for Proposals (RFP)**

**RFP No. 200000025**

**Date of Issue: October 8, 2019**

**Date Proposals Due: 2:00pm Alaska Time on Tuesday, October 29, 2019**

**Contract Project Management for Disaster Grant Projects in Alaska**

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) is soliciting competitive proposals for a project management firm to provide project managers for disaster projects, as they arise, to act on behalf of the State and/or Community agent by overseeing FEMA and/or State disaster grant projects from beginning through project closeout with Alaskan communities.

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

**Bobbi Brauneis**  
**Procurement Officer**  
**Department of Military and Veterans Affairs**

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## **SECTION ONE: INTRODUCTION AND INFORMATION**

Offerors must submit one original and three signed copies of their technical proposal, and one original cost proposal, in writing, to the procurement officer in a sealed envelope. Cost proposal must be submitted in a separately sealed envelope labeled COST PROPOSAL. Each envelope must be clearly labeled and must be addressed as indicated below. Email and faxed proposals will not be accepted. Offerors are strongly encouraged to mail their proposals. Hand delivered proposals are permitted if you have existing base access. The Procurement Officer will not obtain base passes at this time due to heightened security measures.

Proposals must be addressed as follows:

Department of Military and Veterans Affairs  
Division of Administrative Services  
Procurement Section  
Attention: Bobbi Brauneis  
Request for Proposal (RFP) Number: 200000025  
Project name: Contract Project Manager for Disaster Grant Projects in Alaska

Direct Deliver to:  
49000 Army Guard Rd. Suite B105B

Postal Mail Deliver to:  
PO Box 5800  
Joint Base Elmendorf-Richardson, Alaska 99505

**Proposals must be received no later than 2:00 P.M., Alaska Time on Tuesday, October 29, 2019.** Oral proposals are not acceptable.

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

All questions concerning this RFP must be directed to the procurement officer:

PROCUREMENT OFFICER: Bobbi Brauneis  
PHONE: 907-428-7224  
EMAIL: [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)

**Offerors with a disability may receive reasonable accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer above, not later than ten (10) days prior to the deadline for receipt of proposals.**

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 (10) days prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten days before the deadline set for receipt of proposals.

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals offering something different than what is asked for) will be rejected.

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30) and all applicable local, state, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Offerors are encouraged to use the checklist found in [Attachment 1](#) when assembling their proposal. All required documents must be received within DMVA/DAS Procurement Office, no later than the deadline set for receipt, for your proposal to be considered responsive.

### **RFP Schedule**

The 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 **December 5, 2019** and shall not extend beyond **December 31, 2022** without prior approval from the DMVA Procurement Office.

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

The approximate schedule is as follows:

- Issue RFP **October 8, 2019**
- Pre-Proposal Teleconference **10:00am Alaska Time on Wednesday, October 16, 2019**
- Deadline for Receipt of Proposals **2:00pm Alaska Time on Tuesday, October 29, 2019**
- Proposal Evaluation Committee Complete Evaluations by **Friday, November 8, 2019**
- State of Alaska issues Notice of Intent to Award **Tuesday, November 12, 2019**
- State of Alaska issues contract **December 5, 2019**
- Contract work starts **December 5, 2019**

### **Non-Mandatory Pre-Proposal Teleconference**

A non-mandatory pre-proposal teleconference will be held at **10:00 a.m. Alaska Time, on Wednesday, October 16, 2019** via call in conferencing. The number will be made available to those offerors who register with the Procurement Officer.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be sent to prospective offerors as soon as possible after the meeting.

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

### **Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this RFP. The interested party must confirm telephone conversations in writing. All questions must be submitted by **Noon Alaska Time, on Tuesday, October 22, 2019**.

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

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

### **Amendments to the RFP**

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

### **Registration with Integrated Resource Information System**

**To be considered for contract award**, your firm must create a vendor account in the State's IRIS system <http://doa.alaska.gov/dof/iris/>

### **Federal Requirements**

**Federal Compliance Requirements.** This solicitation, and the contract(s) or order(s) resulting from this solicitation, may involve federal funds. Funding compliance requirement information is as follows:

1. **Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the proposal, by the offeror, stating they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction ([Attachment 2](#)) must be completed and submitted with your quote.
2. **SAM Registration.** Offerors must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFP. Registration is free and can be done at <https://www.sam.gov/SAM/>. It is strongly recommended offerors register with SAM before submitting a proposal in response to this RFP. Failure to register with SAM before submitting a proposal will not impact evaluation, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office. Guidance can be found in [Attachment 3](#).
3. **Certifications Regarding Lobbying; Debarment, Suspension, Ineligibility and Voluntary Exclusion; and Drug-Free Workplace Requirements for Expenditure of Federal Funds.** By signature on the proposal submitted in response to this solicitation, and/or the contract(s) or order(s) resulting from this solicitation, the offeror certifies they will comply with the requirements under 28 CFR Part 67 and 28 CFR Part 69 with regards to Lobbying; Debarment, Suspension, Ineligibility, and Voluntary Exclusion; and Drug-Free Workplace. This certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Military and Veterans Affairs (DMVA) determines to award the contract(s) or order(s) resulting from this solicitation.

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

### **Right of Rejection**

Offerors must comply with all terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal not in compliance with all of the material and substantial terms, conditions, and performance requirements of the RFP. Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the 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 to be in its best interest.

### **Human Trafficking**

By signature on their proposal, the offeror certifies 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: <https://www.state.gov/reports/2019-trafficking-in-persons-report/>

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

### **Offeror's Certification**

By signature on the proposal, offerors certify 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 section, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

### **Authorized Signature**

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



## **SECTION TWO: PROPOSAL INTRODUCTION AND INFORMATION**

### **Purpose of the RFP**

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) is soliciting competitive proposals for a project management firm to provide project managers for disaster projects, as they arise, to act as the State and/or Community agent by overseeing FEMA and/or State disaster grant projects from beginning through project closeout with Alaskan communities.

### **Location of Work**

The location(s) of the work to be performed, completed and managed will be within the State of Alaska.

Locations will be specified, as needs arise, in subsequent Delivery Orders. Some communities may be located on the road system, while others may be representative of rural Alaska. The offeror should be aware of the possibility of adverse working and living conditions in rural Alaska. To perform work in these conditions requires special preparation and understanding of the following:

- Extreme cold climate conditions,
- Limited or non-existent lodging, food vendors, and/or grocery stores,
- Specialty travel requirements to include: small single-engine aircraft, rotor wing transport, small watercraft, snow machines, all-terrain vehicles, etc.,
- Potential wildlife interactions,
- Subsistence lifestyle often taking priority over work activities and may disrupt schedule.

Offerors should describe in their proposal any work experience and knowledge regarding working in these types of conditions.

The state **will not** provide workspace, labor, insurance, tools, equipment, technology equipment (cell phones, computers, etc.), winter clothing, safety equipment/clothing, or any other services, supplies, equipment, or items necessary for completion of projects for the successful offeror to complete the tasked work. Offerors should take this into consideration when providing their Hourly Rate.

All contract and project related travel expenses from a contractor's place of business within Alaska to the project location necessary for the contractor to complete their work will be requested and pre-approved through the DHS&EM Project Manager and paid by the State separately under this contract.

Travel from a contractor's place of business outside of Alaska to Anchorage, Alaska will not be paid by or reimbursed through a contract resulting from this RFP. Offerors should take this into consideration when providing their Hourly Rate. Travel expenses for a contractor located outside of Alaska will only be paid by the State for travel from Anchorage, Alaska, to the project location within Alaska. Reference the [Travel section](#) under Scope of Work in this RFP for additional information on travel.

By signature on their proposal, the offeror certifies:

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

Failure to comply with (1) and (2) of this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

### **Budget**

The budget and amount of work available is dependent upon and funded through federal or state funding sources. These funds vary from year to year and are available due to congressional appropriation and successful application to various grant programs. Any contract(s) issued will require specific data collection for each project community stated within the Scope of Work, as well as individual Task Orders.

Funding source for contracts and Delivery Orders resulting from this RFP will vary and may involve state, federal, or a mixture of both State and Federal funds.

Because federal funds may be used in the procurement of services under a contract resulting from this RFP, the State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply. Contract action is subject to federal reimbursement.

### **Prior Experience**

In order for offers to be considered responsive, the successful firm must meet the minimum prior experience requirements as stated in [Section Five, Experience and Qualifications](#).

The State reserves the right to make the final determination as to the acceptability of the evidence.

### **Subcontractors**

Subcontractors will not be allowed.

### **Joint Ventures**

Joint ventures will not be allowed.

### **Amendments to Proposals**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline 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.

### **Alternate Proposals**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (proposals offering something different than what is asked for) will be rejected.

### **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 factors set out in [Section 5](#) of this RFP.

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

### **Preferences**

Because federal funds may be used in the procurement of services under a contract resulting from this RFP, the State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

### **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 prior to the deadline for receipt of proposals. This will allow issuance of any necessary amendments.

It will also help prevent the opening of a defective solicitation and exposure of and offeror's proposal 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, prior to the deadline for receipt of proposals.

### **Assistance to Offerors with a Disability**

Offerors with a disability may receive reasonable accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer prior to the deadline for receipt of proposals.

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

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

### **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 an Award or Notice of 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, 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.

### **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 the conflict.

The Commissioner of the Department of Military and Veterans Affairs reserves the right to **consider a proposal non-responsive and reject it or cancel the award** if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

### **Supplemental Terms and Conditions**

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

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

### **Vendor Tax ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the state's request.

### **Formula Used to Convert Cost to Points**

The distribution of points based on cost will be determined by the method set out below. The lowest cost proposal will receive the maximum number of points allocated to cost.

Cost will be converted to points using the following formula:

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

### **Clarification of Offers**

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

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

### **Discussions with Offerors**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer.

Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

### **Notice of Intent to Award (NIA) — Offeror Notification of Selection**

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

### **Protest**

AS 36.30.560 provides that an interested party may protest the content of the RFP. An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten (10) days prior to the deadline for receipt of proposals.

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

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

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

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

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

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

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

### **SECTION THREE: STANDARD CONTRACT PROVISIONS**

The offeror is required to review the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A), found in [Attachment 4](#). By signature on their proposal, the offeror agrees to 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.

#### **Contract Type and Funding**

The contract resulting from this RFP will be a multiple award contract. The State will be issuing a maximum of three (3) contracts to responsive, responsible, offerors for this RFP. Offerors will be rated in order from most advantageous to least advantageous as determined by evaluation of proposals by the Proposal Evaluation Committee (PEC). The top three rated offerors will receive a contract.

When services are required, the State will contact the most advantageous offeror first with a Delivery Order and Task Order with a Statement of Work and Scope of Services. If the most advantageous offeror is unable to provide the required services within the required time, the next advantageous offeror will be contacted. Additionally, if the most advantageous offeror is already involved in a large or complex project for DHS&EM, the State may, at its discretion, award the project to the next advantageous offeror. The State will continue down the list until a contractor is found that is available to provide the required services within the required time. If no contractor on the list is available to provide required services, the State will take necessary action to procure the services from non-contract sources within the requirements of the State of Alaska Procurement Code.

The contracts resulting from this RFP are based on a Fixed Hourly Rate for providing project management services.

Approval or continuation of a contract resulting from this RFP is contingent upon need and State or Federal appropriation of disaster funding.

#### **Contract Approval**

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

#### **Orders Against Contracts**

Orders against a contract resulting from this RFP will be placed on an as-needed basis during the contract period using a State of Alaska Delivery Order (DO) form and a State of Alaska Task Order with scope of work, objectives and requirements. The contractor must not act until a signed DO is received from the State of Alaska, Department of Military and Veteran's Affairs. Individual DO's may be amended during the contracted period provided the requirement generating the amendment is within the Scope of Services for the original order and is lawful under the State of Alaska Procurement Code.

Contractors will NOT be eligible to bid on any phase of the work required to complete a project for which they have been issued a DO under a contract resulting from this RFP. This would include, but not be limited to, construction, architectural and engineering, or any other phase of the project. For example, if Company A is issued a DO to manage a project under a contract resulting from this RFP, they cannot bid to complete the construction, or any other phase of the project, required under that DO.

#### **Contract Schedule**

The initial contract term will be for three (3) years from the date of award, with two 1-year renewal options, to be exercised at the sole discretion of the State.

### **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 B<sup>2</sup>, [Attachment 5](#), for details on required coverage. By signature on their proposal, the offeror agrees to comply with the contract provisions set out in this attachment. 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 B<sup>2</sup> must be set out in the offeror's proposal.

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

Prior to approval of a contract resulting from this RFP, the successful contractor must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. 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.

Acceptable evidence the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal 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 the offeror has applied and paid for the Alaska business license.

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

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

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

### **Contract Negotiations**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they will be held at a date and location determined by the Department of Military and Veterans Affairs.

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.

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

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

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

### **Assignment and Personnel Changes**

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.

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

### **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.

### **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.

### **Termination for Default**

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 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 contract will not unreasonably withhold such changes.

If the project manager determines 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.

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.

### **Nondisclosure and Confidentiality**

Contractor agrees 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 thirty (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.

### **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.

### **Proposed Payment Procedures**

Upon issuance of a DO by the State for a specific project, the contractor will invoice the State monthly during the performance of the project. Invoices must include the DO Number, Contract Number and a narrative progress report on the form specified by the DHS&EM Project Manager. Ineligible, unallowable, or any unauthorized expenditures will not be reimbursed. Source documentation is required for reimbursement of expenses.

No payment will be made until the progress report and invoice have been approved by the DHS&EM Project Manager. All payments will be NET 30 days upon approval of the invoice and required documentation by the DHS&EM Project Manager.

### **F.O.B. Point**

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

### **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.

### **Contract Changes - Amendments**

During the course of this contract, the contractor may be required to perform additional work. Work will be within the general scope of the initial contract and within procurement policies under AS 36.30.

When additional work is required, the state will provide the contractor a 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 procurement officer has secured any required state approvals necessary for the amendment and a written contract amendment has been issued.



## **SECTION FOUR: SCOPE OF SERVICES**

### **Background Information**

The State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS&EM) is soliciting competitive proposals for a project management firm to provide project managers for disaster projects, as they arise, to act as the State and/or Community agent by overseeing FEMA and/or State disaster grant projects from beginning through project closeout with Alaskan communities. Projects arise after a disaster and may be federal and/or state funded.

In the past, local communities were given a project worksheet after a disaster to assess damage and plan project work, however, due to lack of staffing and resources available in rural communities, experience has taught us this type of work is most efficiently managed by the State through contract project managers. There is no way of knowing when or where the next project will arise. As a need is identified, the State will develop a project worksheet with the affected community and request a Contract Project Manager (CPM) from the contracted project management firm.

The contractor must designate a CPM based on the requirements of the task order and sign a Memorandum of Understanding (MOU) with the disaster area jurisdiction, which gives the State and CPM authority to manage the project on behalf of the affected community. The CPM will then perform all project management roles and responsibilities as defined in the prepared task order, on behalf of the affected community, and report to the identified DHS&EM Project Manager.

Projects may involve private or owner-occupied residences along with public infrastructures in numerous rural communities in Alaska. CPM's must be fit for deployment to remote Alaskan locations and be able to travel via small plane or boat and lodge under field conditions, if required.

### **Scope of Services**

A contract resulting from this RFP will be with a project management firm who meets the experience and qualifications criteria outlined in Section Five of this solicitation. The firm will provide a Contract Project Manager for disaster projects, as they arise, at the discretion and request of the DHS&EM Project Manager. As defined in Section Three Contract Provisions, outlines the process DHS&EM will identify projects and initiate work under a contract resulting from this RFP.

The primary function of a CPM is to provide oversight and management of multiple, complex projects simultaneously while also overseeing the on-site day-to-day project management, including active communication with a DHS&EM Project Manager, and ensuring the project scope is completed in a timely manner. Any required projects will be located throughout Alaska in various communities and in varying climatic, environmental, and meteorological conditions. The CPM called upon to perform work against a contract resulting from this RFP will be required to provide reports to the DHS&EM Project Manager.

A CPM for disaster grant projects requires attention to detail, organization, and management skills and must have excellent work ethics, the ability to effectively manage competing priorities in a fast-paced environment, must be able to perform all assigned tasks with little to no supervision, and must have the ability to implement policies and procedures. A CPM assigned to a project under a contract resulting from this RFP will be required to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusion, or approaches to problems and must have the authority to plan, staff, schedule, budget, and ensure quality of work, consistency across projects, safety of workers and ability to coordinate with multiple parties for disaster grant projects.

Requirements for qualifications and experience may vary from project to project and will be identified in request Task Order documents. The contractor will have an opportunity to respond to the request, after review of the requirements, as to whether or not they meet the conditions of the task order. The process is outlined in Section Three under Contract Type and Funding.

### **CPM Scope of Work**

Typically, a CPM scope of work would include the below tasks. The following items are not all-inclusive and may include additional work based on varying project needs. Work may include (in no particular order):

- In coordination with the DHS&EM Project Manager, define key dates and activity, and report progress throughout the life cycle of any project to the DHS&EM Project Manager;
- Provide required reports to the DHS&EM Project Manager;
- Follow applicable Federal, State and Local procurement standards;
- Ensure any project paperwork is completed in a timely, accurate and efficient manner, including required final inspection report(s);
- Upon substantial completion and in coordination with the DHS&EM Project Manager, schedule full site final inspection for project closeout;
- Ensure project is executed in accordance with established standards, policies and procedures;
- Plan, staff, schedule, budget, and ensure quality of work consistently across projects, ensure safety of workers, and coordinate with contractors and DHS&EM Project Manager;
- Prepare and document budgets and costs, per project, in order to monitor budget compliance;
- Coordinate with DHS&EM Project Manager immediately when any changes in project scope of work, budget and timeline, permitting or identified potential crises arise, and devise contingency plans;
- Hire or assign an on-site construction manager and/or labor supervisor to complete design documents, assist with materials procurement, and projects planning, supervise the construction, hire and manage local laborers if possible, and coordinate with communities to accommodate for seasonal subsistence activities in the hiring plan and overall schedule. It is critical for residents of subsistence-based communities to have the ability to work on flexible and often-changing schedules to facilitate participation in hunting, fishing, and berry-picking activities;
- When possible, prior to construction season work with any local officials and residents to secure materials, monitor their safe arrival, stage and plan for equipment mobilization and create hiring plans;
- Identify timelines for any temporary housing to local officials and residents, as necessary, so they may plan for temporary housing of displaced residents;
- Have day to day interaction, present information and participate at meetings with DHS&EM Project Manager, contractor, local officials and any regulatory agencies as required;
- The Contract Project Manager and construction manager will work together with Alaskan cities/communities to manage design changes and plans as well as on-site construction management issues. He/she will work closely with cities/communities and residents to manage local communication, public awareness, and public safety. Local labor will be used for portions of the construction projects as much as possible. It is the desire of the cities/communities to provide job opportunities to residents whenever possible; therefore, care must be taken to provide schedule flexibility as well as prevailing wages. In the event local resources are unavailable or supplemental resources are needed, the Contract Project Manager and construction manager will hire laborer(s) to complete the work;
- Materials and Mobilization. Project management, procurement, staging, and design work need to begin and end on the dates specified in each task order provided, as per the terms and conditions of a contract issued against this RFP. To maintain cost effectiveness, material and equipment must be ordered for delivery on the earliest possible barge of any given barge season for the term of the contract. A secure staging area will be set up for short-term materials warehousing. Except possibly gravel, most of the materials required for projects will be procured outside of the local city/community. Freight charges are one of the key factors in managing budget. Supervise mobilization and freight logistics of all supplies and construction materials;
- Ensure all appropriate design and permitting is accomplished. Utilize the existing preliminary engineering and design report as provided by the DHS&EM Project Manager. Ensure specified construction method is utilized. Coordinate any changes from the existing design with the DHS&EM Project Manager. Develop additional design-build plans, architecture, engineering, permitting should this be needed over and above what is provided as a part of any project application;

- For Structure Elevation projects, ensure all structures are surveyed and inspected by a licensed engineer before construction begins. Ensure structures are evaluated for soundness, elevation preparedness, and structural integrity (including the existing foundations, utilities, etc.). As needed, repair and/or replace glue lam beams under the structures to ensure they can withstand intermediate elevation to crib supports and ultimately the new, permanent height. Photo documentation is required of each structure, taken before, during and after elevation. Provide photos as part of the documentation of contract fulfillment. Ensure individuals structures are elevated in a priority order established in coordination with the community, DHS&EM Project Manager and Contract Project Manager. Projects may run simultaneously, projected estimate of 5 days per structure is assessed to complete the construction elevation process; and
- Manage project demobilization of contractors, materials and equipment, to include site cleanup.
- Ensure contracts issued for project work follow all 44 CFR 13.35 and 44 CFR 13.36 requirements, with particular emphasis on full and open competition and contracting with small and minority firms, women's business enterprise, and labor surplus area firms whenever possible.

### **Schedule**

Work schedules will be determined by the DHS&EM Project Manager, in coordination with the Contract Project Manager, and affected communities. Completion of services will be determined by the DHS&EM Project Manager after any construction and completed demobilization, final inspection(s) and progress reports and final invoices are submitted to the DHS&EM Project Manager.

### **Deliverables**

The Contract Project Manager will provide narrative, financial reporting, and other reports to the DHS&EM Project Manager, as required by the Delivery Order issued for the project. The DHS&EM Project Manager will provide the necessary forms and reporting schedule. All narrative and financial reports will be required to be sent monthly along with invoicing.

The Contract Project Manager will provide copies of all project documentation, to include but not limited to:

- Proposals
- Contracts
- Procurement documents
- Permits
- Invoices
- Survey data or elevation certificates
- Inspection documents
- Other related project documents as necessary per the DHS&EM Project Manager

The Contract Project Manager will work with affected communities and the DHS&EM Project Manager to provide complete disaster grant projects from initial project management to needed design and engineering constructions, final inspection and close out.

### **Travel**

Travel to various, sometimes remote, locations throughout the State of Alaska may be required, dependent upon designation of project by the DHS&EM Project Manager. All travel within the State of Alaska by the Contract Project Manager will be pre-approved by the DHS&EM Project Manager and reimbursed outside of this contract. All travel and travel related expenses and reimbursements must comply with applicable Federal and State laws and regulations, primarily the US General Services Administration Federal Travel Regulations and Alaska State Administrative Manual 60.

For example, if Company A is located in Juneau and is tasked to perform a project in Galena, the State will pay round-trip project-related travel expenses from Juneau to Galena.

Contract and Project travel outside of Alaska to the State of Alaska

Travel from a contractor's place of business outside of Alaska to Anchorage, Alaska will not be reimbursed by the State of Alaska. Offerors should consider travel related costs when determining Hourly Rates for their Cost Proposal. Travel expenses for a contractor located outside of Alaska will only be paid by the State for travel from Anchorage, Alaska to the project location within the State of Alaska. This will apply to any travel by contractor's staff from outside of Alaska to Anchorage. For example, if Company B is located in Seattle, Washington and is tasked to perform a project in Kivalina, Alaska, the offeror should factor the cost of round-trip travel from Seattle to Anchorage into their hourly cost for the project. The State will only pay for the round-trip project-related travel expenses from Anchorage to Kivalina.

Travel costs as outlined above include all costs associated with travel required to complete a project, to include but not limited to, per diem, airline tickets, lodging, rental vehicle, parking, etc. The State will only pay actual travel expenses from the contractor's place of business within Alaska or from Anchorage, Alaska to the project location within Alaska without any additional contractor mark-ups, fees, charges, etc. Baggage fees will be limited to luggage and equipment necessary for the contractor to provide required services. The contractor will be required to provide a copy of all travel documents with their invoice. Travel reimbursements must meet the guidelines found in the US General Services Administration Federal Travel Regulations and State of Alaska Administrative Manual 60.

Travel from contractor's place of business within Alaska or from Anchorage, Alaska to the project location within Alaska must be pre-approved through DHS&EM, purchased and reimbursed separately from a contract resulting from this RFP.

The State will not reimburse for travel if the Contractor is required to travel from their place of business to JBER, Alaska for business and planning meetings with the DHS&EM Project Manager.

## **SECTION FIVE: PROPOSAL FORMAT AND CONTENT**

In order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

In order to facilitate review of proposals on an equitable basis, proposals should be presented in the order set forth herein, with sections numbered and titled with the corresponding number and titled section, all relevant material included in the section, pages numbered consecutively, and supplemental materials presented as labeled appendices or attachments and referenced in the text of its respective section.

### **1. 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 also confirm the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A non-conflict of interest statement or disclosure of any potential or known conflicts of interest should be included in the Introduction section. An offeror's failure to include these items in the introduction may cause the proposal to be determined non-responsive and the proposal may be rejected.

### **2. Understanding, Methodology, and Management of Contract**

Understanding of the Contract. Offerors must provide clear and comprehensive narrative statements illustrating their understanding of the requirements of a contract resulting from this RFP (how contracts will be issued, how orders will be placed against contracts, etc.) and deliverables of the project. If applicable, offerors must identify any pertinent issues and potential problems related to the project.

Methodology Used for the Contract. Offerors must provide clear and comprehensive narrative statements setting out the methodology they intend to employ if issued a Delivery Order under a contract resulting from this RFP. The methodology should outline the offeror's procedures from issuance of the DO to beginning the project and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule. Because of the unsurety of what types of projects will be required and the complexity of those projects, the methodology should only address tasks up to the beginning of the project.

Management Plan for the Contract. Offerors must provide clear and comprehensive narrative statements outlining the management plan they intend to follow if issued a Delivery Order under a contract resulting from this RFP. The management plan should outline who within the organization will be responsible for overall management of the contract, who will interact with DHS&EM Project Manager for duration of the project, and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

Do not include an organizational chart in this section.

Do not include any cost information within the technical proposal. Cost information is to be provided only within the cost proposal.

### **3. Experience and Qualifications**

Offerors must provide an organizational chart specific to key personnel within their organization that may be assigned to work on projects under a contract resulting from this RFP. The organizational chart should illustrate the lines of authority within the company and specify who would be the primary point of contact for interaction with DHS&EM staff at various phases during performance of the contract. Offerors must provide the following information about each key person listed above:

- Title,
- Location(s) where work will be performed,
- Brief resume outlining education, qualifications, certifications, and experience performing the type(s) of work potentially required under a contract resulting from this RFP.

It is desired any personnel identified to fill a Contract Project Manager role have a B.S. in Civil or Structural Engineering or a B.S. in Construction Management with the relevant industry experience and minimum of five (5) years of direct management/engineering experience directly related to the type(s) of project work potentially required under a contract resulting from this RFP.

**For the firm**, the offeror must clearly show within their technical proposal:

1. A minimum of five (5) years of construction project management experience managing construction projects valued at \$1,000,000.00 or more and involving multiple methods of site remediation and site management or characterization;
2. A minimum of five (5) years of contract management experience managing contracts valued at \$1,000,000.00 or more on projects involving multiple types of material, freight, and construction labor management;
3. Experience in working and communicating with native or tribal councils, leadership, and members in remote communities and villages not connected to a road system, particularly on projects involving ten (10) or more stakeholders, and preferably involving experience working within remote Alaska native communities;
4. Experience demonstrating their ability to manage multi-faceted project of complex scope requiring significant dedication with multiple moving pieces;
5. How their corporate structure has a streamlined procurement and business approach to procure materials and contractors quickly to react to disasters (i.e. within a week from issuance of a DO from DHS&EM, if not sooner);
6. Experience with grants, preferably FEMA disaster grant program requirements; and
7. Their ability to anticipate and be proactive to minimize conflicts, problem field conditions, and change order issues in order to minimize or eliminate risk, particularly those which may arise in remote native communities within the State of Alaska.

Offerors must provide a list of comparable disaster grant projects completed by their company along with a brief description of the work completed and contact information for a reference relating to the satisfactory completion of the project; and

Offerors must provide a list containing a minimum of two (2) professional references to be used for this contract which includes the company name, contact person, address, telephone number and email address.

### **Cost Proposal**

Offerors must complete and submit the Cost Proposal attached to this RFP in a separate envelope within their proposal package.

The cost offered for the **Hourly Rate for Contractual Services** on the Cost Proposal must include ALL DIRECT COSTS associated with the performance of the contract, including, but not limited to direct expenses, payroll, employee benefits, mark-ups, administrative costs, supplies, equipment, overhead, and profit. No indirect costs are allowed.

Because of the unsurety of what projects will be done or the complexity of the projects, the hourly rate should address all costs anticipated to effectively complete project management related tasks.

**DO NOT include any cost information with or within the technical proposal.** Cost information is to be included only within the cost proposal. Submit only one signed cost proposal and the completed Cost Proposal form ([Attachment 6](#)) in a separately sealed envelope with your offer.

### **Evaluation Criteria and Contractor Selection**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the worksheet found in [Attachment 7 Proposal Evaluation Form](#).

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 this RFP 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 SIX: ATTACHMENTS**

[Attachment 1: Proposal Responsiveness Checklist](#)

[Attachment 2: Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Form](#)

[Attachment 3: SAM Registration Information](#)

[Attachment 4: Standard Agreement Form - Appendix A](#)

[Attachment 5: Indemnity and Insurance - Appendix B2](#)

[Attachment 6: Cost Proposal Form](#)

[Attachment 7: Proposal Evaluation Form](#)

[Attachment 8: Notice of Award Contract](#)



## **Attachment 1: Proposal Responsiveness Checklist**

RFP# \_\_\_\_\_

Evaluator: \_\_\_\_\_

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

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

1. Was the proposal received within the designated timeframe?    Yes    No    N/A
2. Did the offeror submit the required number of copies as specified in the RFP?                      Yes    No    N/A
3. Was the original copy of the proposal signed by an authorized representative?                      Yes    No    N/A
4. Did the offeror have a valid Alaska business license the time proposals were due?              Yes    No    N/A
5. Did the offeror provide a signed copy of or otherwise acknowledge receipt of Mandatory Return amendments?    Yes    No    N/A
6. Does the offeror meet the Minimum Prior Experience requirements?
  - a. Minimum 5 years construction project management experience managing construction projects valued at \$1,000,000.00 or more?              Yes    No
  - b. Minimum 5 years contract management experience managing contracts valued at \$1,000,000.00 or more?              Yes    No
  - c. Experience in working and communicating with native or tribal councils, leadership, and members in remote communities and villages not connected to a road system, particularly on projects involving 10 or more stakeholders?              Yes    No
  - d. Grant experience?    Yes    No
7. Did the offeror provide a completed Cost Proposal form with their proposal?    Yes    No    N/A
8. For Contracts using Federal Funding:
  - a. Did the offeror complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form?    Yes    No    N/A
  - b. Is the offeror on the Federally Debarred/Suspended Vendors List?    Yes    No    N/A
9. Did the offeror meet the criteria established in the evaluation section of the RFP?              Yes    No    N/A

Additional Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evaluator's Determination:      RESPONSIVE

NON-RESPONSIVE

Initials: \_\_\_\_\_

## **Attachment 2: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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

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

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

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

-----  
Name and Title of Authorized Representative

-----  
Signature

-----  
Date

Please answer the following:

1. Is this company enrolled in the federal System for Awards Management (SAM)?      Yes      No

2. If yes, please provide either the DUNS Number \_\_\_\_\_ or the

Cage Code \_\_\_\_\_

3. If no, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

## Instructions for Certification

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

### **Attachment 3: System for Award Management Helpful Information**

<https://www.sam.gov/SAM/>

Federal regulations require vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR) and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or “PTACs”. To find the PTAC office nearest you, visit the national PTAC website at <http://www.ptac-us.org>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <http://www.dla.mil/smallbusiness/pages/ptap.aspx>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at <http://www.ptacalaska.org>, or by calling (907) 274-7232 in Anchorage, or via their statewide toll-free number at 1(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

#### **Vendors registered in SAM:**

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

#### **Vendors NOT registered in SAM:**

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>

Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

## **Attachment 4: Standard Agreement Form for Professional Services**

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	

**This contract is between the State of Alaska,**

8. Department of	Division	hereafter the State, and		
9. Contractor				
hereafter the contractor				
Mailing Address	Street or P.O. Box	City	State	ZIP+4

- 10.
- ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.
- ARTICLE 2. Performance of Service:**
- 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
  - 2.2 Appendix B sets forth the liability and insurance provisions of this contract.
  - 2.3 Appendix C sets forth the services to be performed by the contractor.
- ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.
- ARTICLE 4. Considerations:**
- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$\_\_\_\_\_ in accordance with the provisions of Appendix D.
  - 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

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

<p><b>12. CONTRACTOR</b></p> <p>Name of Firm</p> <hr/> <p>Signature of Authorized Representative</p> <p style="text-align: right;">Date</p> <hr/> <p>Typed or Printed Name of Authorized Representative</p> <hr/> <p>Title</p> <hr/> <p><b>13. CONTRACTING AGENCY</b></p> <p>Department/Division</p> <p style="text-align: right;">Date</p> <hr/> <p>Signature of Project Director</p> <hr/> <p>Typed or Printed Name of Project Director</p> <hr/> <p>Title</p> <hr/>	<p><b>14. 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> <hr/> <p>Signature of Head of Contracting Agency or Designee</p> <p style="text-align: right;">Date</p> <hr/> <p>Typed or Printed Name</p> <hr/> <p>Title</p> <hr/>
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**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 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

#### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any 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. In the absence of a breach of contract by the contractor, 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. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. 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; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) 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.

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

## **Attachment 5: Appendix B<sup>2</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.

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

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



## **Attachment 6: Cost Proposal Form**

RFP # 200000025

The cost shown on this worksheet is the cost that will be evaluated by the Procurement Officer to determine points awarded for cost in response to the subject RFP. Offeror must include this form with their original proposal.

<b>Category</b>	<b>Cost</b>
<b>Hourly Rate for Contractual Services</b>	<b>\$</b>

The cost offered for the Hourly Rate for Contractual Services on the Cost Proposal must include ALL DIRECT COSTS associated with the performance of the contract, including, but not limited to direct expenses, payroll, employee benefits, mark-ups, administrative costs, supplies, equipment, overhead, and profit. No indirect costs are allowed.

The total cost is the cost evaluated by the Procurement Officer.

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Signature of Authorized Company Representative

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Printed Name

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Date Signed

## **Attachment 7: Proposal Evaluation Form**

All proposals will be reviewed for responsiveness. Responsive proposals are evaluated using the criteria set out herein.

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

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

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

RFP Number \_\_\_\_\_

### **EVALUATION CRITERIA AND SCORING THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100**

#### **Understanding, Methodology, and Management of the Contract – 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 requirements of a contract resulting from this RFP (how contracts will be issued, how orders will be placed against contracts, etc.)?

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

- [b] How comprehensive is the methodology the offeror intends to employ if issued a Delivery Order under a contract resulting from this RFP? Does it depict a logical approach to fulfilling the requirements of the RFP?

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

- [c] Does the management plan the offeror intends to follow, if issued a Delivery Order under a contract resulting from this RFP, clearly delineate who is responsible for overall management of the contract and who will interact with the DHS&EM Project Manager from issuance of a DO to the beginning of the project? Is this plan practical and logical?

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

**EVALUATOR'S POINT TOTAL FOR THIS SECTION:** \_\_\_\_\_

#### **Experience and Qualifications - 50 Percent**

Maximum Point Value for this Section - 50 Points

100 Points x 50 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

- [a] Did the offeror provide an organizational chart within their proposal and does this chart illustrate the lines of authority within the company, specifically who will be the primary point of contact for interaction with DHS&EM staff at various phases during the performance of the contract?

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

[b] Did the offeror provide the title, current business location, and a brief resume on each key person listed on the organizational chart?

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

\_\_\_\_\_

[c] Are resumes complete and do they demonstrate experience and backgrounds desirable for individuals engaged in the work the project requires?

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

\_\_\_\_\_

[d] Does the firm have a minimum of five years of construction management experience managing construction projects valued at \$1,000,000.00 or more and involving multiple methods of site remediation and site management or characterization?

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

\_\_\_\_\_

[e] Does the firm have a minimum of five years of contract management experience managing contract valued at \$1,000,000.00 or more on projects involving multiple types of material, freight, and construction labor management?

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

\_\_\_\_\_

[f] How extensive is the firm's experience in working and communicating with native or tribal councils, leadership, and members in remote communities and villages not connected to a road system, particularly on projects involving ten or more stakeholders, and preferably involving experience working within remote Alaska native communities?

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

\_\_\_\_\_

[g] How extensive is the firm's experience demonstrating their ability to manage multi-faceted projects of complex scope requiring significant dedication with multiple moving pieces?

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

\_\_\_\_\_

[h] How well does the firm's corporate structure allow for the ability to make expeditious decisions based on the Contract Project Manager's education, professional licenses and certifications, and experience in rural Alaska without impediment by large corporate processes and multi-chains of commands?

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

\_\_\_\_\_

[i] To what extent does the firm's corporate structure have a streamlined procurement and business approach to procure materials and contractors quickly to react to disasters (i.e. within a week from issuance of a DO from DHS&EM, if not sooner)?

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

[j] How extensive is the firm's experience with grants, particularly with FEMA disaster grant program requirements?

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

[k] How well has the firm shown their ability within the proposal to anticipate and be proactive to minimize conflicts, problem field conditions, and change order issues in order to minimize or eliminate risk, particularly those which may arise in remote native communities within the State of Alaska?

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

[l] Did the offeror provide a list of comparable disaster grant projects completed by their company along with a brief description of the work completed and contact information of an individual the State can contact to confirm satisfactory completion?

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

[m] Did the offeror provide a list containing a minimum of two professional references to be used for this contract which includes the company name, contact person, address, telephone number, and email address?

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

**EVALUATOR'S POINT TOTAL FOR THIS SECTION:** \_\_\_\_\_

**Contract Cost - 40 Percent**

Maximum Point Value for this Section - **40 Points**

100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. Because federal funds will be used in the procurement of services under a contract resulting from this RFP, preferences will not apply.

**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 the solicitation.

**To avoid the possibility of cost influencing scoring, this section will be evaluated only by the Procurement Officer.**

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

## **Attachment 8: Notice of Intent to Award a Contract**



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

**RFP NO:**

**RFP OPENING DATE:**

**RFP SUBJECT:**

**PROCUREMENT OFFICER:**

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

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent awardee indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten (10) 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. Offeror(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.

Offerors	Responsive?	Points	Award

**\*YES = Award to Offeror / Responsive Offer      NO = Non-Award/Non-Responsive Offer**

### **SUMMARY**

[# of ] proposals were received for the RFP [Number]. [Awardee] provided the best value offer determined by the Proposal Evaluation Committee and will be awarded the contract. Please contact [Procurement Officer] via email at [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) if you have any questions or concerns. Thank you for your participation in this procurement process.