



STATE OF ALASKA
Department of Health and Social Services
Division of Public Health

Informal Request for Proposals (IRFP)

Nursing Trauma Informed Care Training and Capacity Building IRFP #200000034

The Division of Public Health, Section of Public Health Nursing (SOPHN) is looking for a vendor(s) to implement a training intended to develop an internal process for assessing and improving the capacity of Public Health Nursing health centers to rely on a trauma informed approach to care

Date of Issue: October 09, 2019

Procurement Officer: Kristie Ely
Department of Health and Social Services
Phone: (907) 465-8209
Email: kristie.ely@alaska.gov

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.

SECTION 1. INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Division of Public Health, Section of Public Health Nursing (SOPHN)

SEC. 1.02 PROPOSAL RETURN INSTRUCTIONS

Proposals must be received by **2:00PM Alaska Time on Wednesday October 23rd, 2019**. Faxed or oral proposals are not acceptable.

Offerors must submit their proposal to the procurement officer via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to hss.procurement.proposal@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A" is the name of the offeror). The email must contain the IRFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at **(907) 465-1625** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 QUESTIONS PRIOR TO THE DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the issuing office, addressed to the procurement officer identified in this IRFP. The interested party must confirm telephone conversations in writing.

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

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

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

PROCUREMENT OFFICER: Kristie Ely (907) 465-8209 kristie.ely@alaska.gov

SEC. 1.04 CONTRACT BUDGET

The Department of Health and Social Services, Division of Public Health, estimates a budget of **\$50,000.00** for completion of this project. Proposals priced at more than \$50,000.00 will be considered non-responsive.

SEC. 1.05 IRFP SCHEDULE

The approximate IRFP schedule is as follows:

- Issue IRFP - **Wednesday October 9, 2019**
- Deadline for Receipt of Proposals - **by 2:00PM Alaska Time, Wednesday October 23rd, 2019**
- State of Alaska issues Notice of Award – **by October November 1, 2019**
- Contract start date – **November 12, 2019**

SEC. 1.06 MINIMUM QUALIFICATIONS AND PRIOR EXPERIENCE

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

- The offeror must have three (3) years within the past 5 (five) years of experience in implementing trauma-informed care trainings on the individual/interpersonal level.
- The offeror must have prior experience implementing a trauma-informed care training in Alaska or sub-contract with a vendor who has experience with the Alaskan specific context.

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

While not a required minimum qualification, offerors will be evaluated based on past experience showing the ability to do the following:

SEC. 1.11 AMENDMENTS TO PROPOSALS OR ALTERNATE PROPOSALS

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

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

SEC. 1.12 EVALUATION OF PROPOSALS

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

SEC. 1.13 CONTRACT APPROVAL

This IRFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health and Social Services, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.14 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 an 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.

SEC. 1.15 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.16 VENDOR TAX ID

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The mission of the Section of Public Health Nursing (SOPHN) is to protect and improve the health of Alaskans through partnering with individuals, communities, and systems while advancing self-reliance, dignity, and cultural integrity. Public Health Nurses serve communities in part by providing health education to individuals, schools, healthcare providers, tribal councils, youth organizations, among many others. In order to honor the mission of Public Health Nursing (PHN), as well as the intent of recently passed language emphasizing the importance of trauma-informed practices and the State of Alaska's Mental Health Plan, SOPHN seeks to adopt and implement a trauma-informed approach in its practice with communities statewide to promote healing and resiliency, as well as engage communities to become trauma-engaged.

In August of 2018, Senate Bill 105, which informs action-oriented trauma-informed care practices across the Department of Health and Social Services, was signed into law. This law specifically address adverse childhood experiences (ACEs) and trauma-informed care:

*"It is the policy of the state to acknowledge and take into account the principles of early childhood and youth brain development and, whenever possible, consider the concepts of early adversity, toxic stress, childhood trauma, and the promotion of resilience through protective relationships, supports, self-regulation, and services."*¹

A 2013 survey of Alaskan adults found that 64% had experienced at least one adverse childhood experience, nearly a quarter (23%) had experienced 4 ACEs, and 11% had 5 or more ACEs²³. In order to mitigate the effects of ACEs on Alaskans, agencies, organizations, and schools statewide have begun to adopt trauma-informed and culturally responsive models to incorporate into their work with communities. Trauma-informed communities develop "a shared language to define, normalize, and address the impact of trauma"⁴ on individuals. After becoming trauma-informed, communities can also become trauma-engaged, adopting "policies, procedures, and support services that embed an understanding of trauma"⁴ to reduce the impacts of trauma and prevent future trauma. This approach is prevention-oriented and seeks to build resilience of individuals and communities. As cited by SAMHSA, "TIC is a strengths-based service delivery approach "that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment" (Hopper, Bassuk, & Olivet, 2010, p. 82). It also involves vigilance in anticipating and avoiding institutional processes and individual practices that

¹ S.B. 105, 2017/2018 30th Legislature (Alaska 2018)

² Department of Health and Social Services (DHSS). (2017). "Health indicator report of Adverse Childhood Experiences: Total ACEs." Behavioral Risk Factor Surveillance System: Alaska Department of Health and Social Services, DPH, Section of Chronic Disease Prevention and Health Promotion Retrieved from: <http://ibis.dhss.alaska.gov/indicator/view/xace4cnt.HA.html>

³ State of Alaska. (2016). "Adverse Childhood Experiences: overcoming ACEs in Alaska." Retrieved from: <http://dhss.alaska.gov/abada/ace-ak/Documents/ACEsReportAlaska.pdf>

⁴ Fishel, S., Sanders, A., Coulehan, H., Frank, K., Sidmore, P., Azzarella, T., Rasusch A., Arvldson, J., & Grassgreen, L. (2019). "Transforming schools: A framework for trauma-engaged practice in Alaska."

are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services,”⁵.

SOPHN encourages a trauma-informed care approach that recognizes and modifies accordingly for the unique geography, history, custom, norms, and value per each Alaskan community and sub-population within that community. Thus, particularly important for the diversity of Alaskans, is a trauma-informed care approach that incorporates cultural responsiveness. SOPHN foresees itself being trauma-informed, and culturally responsive in much of the way Blitz and colleagues (2016)⁶ describe a culturally responsive school:

“A culturally responsive school recognizes and validates the cultural and racial identity of each student, understands the historical context and experiences for students’ cultural groups in American society, and responds affirmatively with flexible pedagogy to meet a range of learning styles (Tanner 2013). A traumainformed school realizes the prevalence of trauma in children; recognizes the physiological and relational impact of trauma on students and school personnel; responds by translating this knowledge into practice as part of school-wide supports; and reduces re-traumatization by adopting practices that promote healing and growth rather than punishment and exclusion (Cole et al. 2013). Establishing trauma-informed approaches in a culturally responsive context also requires that all students see positive representations of their culture in the educational process (Goldenberg 2014) to foster increased resilience and cultural pride.”⁶

SOPHN staff desire to serve individuals in a way that recognizes and validates the historical context of this individual based on their cultural and racial identity, and the current experiences including stigma this person may face. Through this recognition, staff would like to do as Blitz and colleagues (2016) indicate to “foster increased resilience and cultural pride”⁶, with an emphasis on “cultural care theory”⁷.

Furthermore, SOPHN strives to demonstrate trauma-informed care in a culturally responsive context across the different layers of the socioecological approach. This includes creating an environment where retriggering of trauma does not occur, and an emotionally safe atmosphere takes place between the individual being served and the provider, the individual being served and the public health clinic/healthcare organization, and the individual being served, and his or her community.

Therefore, SOPHN seeks a contractor who can train its staff in providing trauma-informed care in a culturally responsive context across three layers of the socio ecological model.

⁵ Substance Abuse and Mental Health Services Administration (SAMHSA). (2014). *Trauma-informed care in behavioral health services*. Treatment Improvement Protocol (TIP) Series 57. HHS Publication No. (SMA) 13-4801. Rockville, MD: Substance Abuse and Mental Health Services. Retrieved 23 Aug 2019 from: <https://store.samhsa.gov/system/files/sma14-4816.pdf>

⁶ Blitz, L.V., Anderson, E.M., & Saastamoinen, M. (2016). “Assessing perceptions of culture and trauma in an Elementary School: Informing a model for culturally responsive trauma-informed schools.” *The Urban Review*, 48:520-542.

⁷ Leininger, M. (2002). “Culture care theory: a major contribution to advance transcultural nursing knowledge and practices.” *Journal of Transcultural Nursing*, 13(3): 189-92.

SECTION 3. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

Health policymakers and practitioners increasingly recognize trauma as an important factor that influences health throughout the lifespan. By incorporating trauma-informed approaches to care into their practice settings, provider organizations can more effectively care for patients and support efforts to improve health outcomes, reduce avoidable hospital utilization, and curb excess costs. The Section of Public Health Nursing (SOPHN) plans to utilize this approach by creating Trauma Informed public health clinics throughout Alaska and then roll this approach out to key partners within communities. Taking a Trauma Informed Approach in regards to substance misuse increases adherence to treatment and prevention, enhances resiliency in clients, and helps create spaces where communities are better able to come together to address the social determinants at the root of the misuse.

SOPHN is soliciting a vendor to implement a trauma-informed training to build SOPHN capacity to manage trauma-informed initiatives within Alaska's public health centers (PHCs) and to provide capacity to key individuals who will be capable of introducing this concept within key partners in rural areas, external to DHSS SOPHN. Contractor will be responsible for development and implementation of a three-day training involving SOPHN staff representing all 16 statewide public health centers.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the 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 October 12th, until November 15, 2019. (the training for this contract will be held between the October 12-15 date timeframe and must provide a proposal based on those according dates)

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

SEC. 3.03 DELIVERABLES

The contractor will provide the following deliverables on October 12 through the 15th:

Deliverable I: A training on how to support a community in becoming trauma-informed using a cultural responsive approach.

This training falls in line with the community level layers of the socioecological model recognizing that the health of the individual served is influenced by this community. The training should incorporate the following learning objectives:

- Understand how to support capacity building of community organizations in establishing a trauma-informed, culturally responsive network.

- Identify how continuity of care is part of being trauma-informed, and methods in facilitating organizations to connect for this continuity of care
- Assessment approaches on how well a community is becoming trauma-informed.
- Understand the importance of conducting trauma-informed care at a community level through knowing statistics and stories representing historical and ongoing primary and secondary trauma at a community level.
- Understand the importance of continuity and engagement of community partners and support agencies in becoming trauma-informed.

Deliverable II: A training on how to build a trauma-informed, culturally responsive culture within an organization.

This training falls in line with the organizational level of the socioecological model recognizing that the agency of where a person receives his/her care, and where the provider works to provide care to this person directly impacts the quality of care for this person. The training should incorporate the following learning objectives:

- Understand the elements that support the implementation of a new intervention with examples such as the Consolidated Framework for Implementation⁸
- Understand the elements and identify methods to conduct surveillance and evaluation, particularly organizational assessment, of how much and how well the organization is becoming trauma-informed and culturally responsive
- Understand how to develop a workforce that is trauma-informed and culturally responsive
- Understand how to facilitate a built environment that reflects the principles of trauma-informed care and cultural responsiveness
- Understand how to facilitate a committee within the organization to specifically focus on making it trauma-informed.
- Understand what policies and procedures can occur to facilitate a trauma-informed organization
- Understand the importance of conducting trauma-informed care at an organizational level using statistics or stories to demonstrate this importance.
- Understand how to use peer workers to create a more trauma-informed environment

Deliverable III: A training on an Interpersonal Level:

- Understand the importance of and methods to screen and assess individuals for their risk and protective factors of trauma
- Understand how to support the individual being served with shared-decision making, and client-drivenness.
- Information on appropriate trauma-informed care assessments and how to conduct assessment.
- Defined approaches and concepts of culturally-responsive communication with individuals who might have experienced ACEs.
- Define the mean and support approaches to conducting client-centered screening and treatment.
- Clarify how the style of communication and physical presentation can impact a client's ability to participate meaningfully in treatment and prevention activities.

The contractor will be required to provide the following deliverables:

By October 12 through the 15th, 2019, plan, coordinate and facilitate a 3-day training, to be held in Anchorage.

- The proposal will include costs for the following:
 - Personnel
 - Supplies

⁸ <https://cfirguide.org/>

- Travel to Anchorage
 - Other
 - Sub-contractors/consultants
- The contractor will be responsible for planning, negotiating, and managing conference site arrangements including, at a minimum: paying for the conference location, audiovisual and related supplemental services, food and beverage, speaker fees and any guest speaker travel related expenses, facility costs, amenities and supplies. The contractor will be expected to scope meeting location sites. NOTE: The contractor will not be responsible for travel costs of SOPHN attendees.

The 3-day training must:

- Integrate Cultural-responsiveness, particularly with an emphasis on Alaska Native values, into all three days of the trauma-informed care trainings
- Include a facilitator's guide to be approved by the project director, one week in advance of training.
- Participant agenda to be approved by the project director two weeks in advance of training.
- Be rooted in adult learning theory, and include interactive and didactic activities.
- Incorporate a survey based on the [Kirkpatrick Evaluation Model](#), or any other adult learning theory model.

Provide an understanding of trauma-informed care and implementation of practices identified in the scope of work at an interpersonal, organizational, and community level

- Incorporate teaching skills on how to consult and coordinate support for public health nurses to implement trauma-informed care training across their communities. This should provide upper level management with the skills and resources needed to take the concept of Trauma Informed Care and engage local community healthcare partners in a similar effort. They will successfully be able to advocate for, educate regarding, and evaluate the capacity of local healthcare providers to provide trauma informed care. To facilitate this ongoing support a library of resources from the contractor, and how to access them, would be important to assure the technical expertise of the public health nurse trainees is sufficient to support the ongoing assessments of a variety of health partners throughout the state. Finally, the training on how to implement this assessment for partners should also situate the concept of Trauma Informed approaches within the greater policy environment. This will aid public health nurses in communicating the business case for scaling this approach up and assure our community partners understand the benefits of investing resources in their effort.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

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

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

SEC. 3.06 LOCATION OF WORK

Work provided for this contract will be provided in Anchorage on October 12th through October 15th. Contractor will select the space the training will take place. Costs for this will need to be outlined in the cost proposal.

The State will cover costs associated with travel per the criteria listed below.

Expenses above these criteria must be approved in advance by the project director.

?? **Air Travel:** copies of receipts and boarding passes for flights must be submitted with the invoice. The State will reimburse for coach travel only.

?? **Hotel:** copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager.

?? **Rental Car:** copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only.

?? **Ground Transportation:** between the Contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.

?? **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person.

Note: Costs of parking violations will not be reimbursed.

Invoicing

The Contractor will submit monthly invoices detailing services performed and expenses requiring reimbursement during that month in accordance with deliverable identified in Appendix C.

Reimbursable

Costs for the following will be reimbursed at cost:

- *Speaker fees*
- *Facility rental, including any necessary equipment rental (such as AV equipment)*
- *Supplies for trainings (i.e: name badges, easel pads, markets, handouts/materials)*

Copies of original receipts for any items being reimbursed must be provided along with invoice(s).

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

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

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

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

SEC. 3.07 SUBCONTRACTORS

Subcontractors will be allowed.

SEC. 3.08 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.08 STANDARD CONTRACT PROVISIONS

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

SEC. 3.09 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

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

Offerors must review form Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the offeror's proposal.

SEC. 3.10 CONTRACT AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract and cannot exceed the small procurement limits established under AS 36.30.320.

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 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

If offerors have two (2) years within the past 5 (5) years of experience in implementing trauma-informed care trainings at an organizational level; highlight this experience in the content of your proposal. This is not a requirement to meet minimum qualifications but is preferred experience.

SEC. 4.02 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSCATIONS

Each proposal must include a signed certification form (see Section 8: Attachments).

SECTION 5. EVALUATION CRITERIA

SEC. 5.01 EVALUATION CRITERIA

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

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

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the IRFP 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.

Proposals will be evaluated against the questions set out in Attachment 1: Proposal Evaluation Form.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.02 PREFERENCE INFORMATION

The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.321(b)

Alaskans with Disabilities Preference - AS 36.30.321(d)

Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

SEC. 6.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- (2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

SEC. 6.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990(250) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;

- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

SEC. 6.05 ALASKA OFFEROR PREFERENCE

Alaska offerors will be provided a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(25), are eligible for this preference. Each Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.06 SITE INSPECTIONS

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

SEC. 6.07 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:

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

SEC. 6.08 CLARIFICATION OF OFFERS

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

SEC. 6.09 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.10 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.11 PROTEST

2 AAC 12.695 provides that an interested party may protest the content of the IRFP or the award of a contract.

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."

An interested party must first attempt to informally resolve the dispute with the procurement officer. If that attempt is unsuccessful, the interested party may file a written protest. The written protest must be filed with the Commissioner of the purchasing agency or the Commissioner's designee. The protester must also file a copy of the protest with the procurement officer. A protester must have submitted a proposal in order to have sufficient standing to protest the award of a contract. Written protests must include the following information:

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

If the protestor agrees, the Commissioner of the purchasing department or the Commissioner's designee may assign the protest to the procurement officer or other state official for alternate dispute resolution. In other cases, the Commissioner or the Commissioner's designee may issue a decision sustaining or denying the protest, or may conduct a hearing using procedures set out in AS 36.30.670(b).

A written protest of the content of the solicitation must be received by the Commissioner or Commissioner's designee prior to the deadline for receipt of proposals. A written protest of the award of a contract must be

received by the Commissioner or Commissioner's designee within ten days after the date the Notice of Award is issued.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

SEC. 7.02 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.03 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 that 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, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

SEC. 7.04 AUTHORIZED SIGNATURE

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

SEC. 7.05 OFFEROR'S CERTIFICATION

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

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this IRFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

SEC. 7.06 CONFLICT OF INTEREST

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

SEC. 7.07 ASSIGNMENT

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

SEC. 7.08 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.

SEC. 7.09 SEVERABILITY

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

SEC. 7.10 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 that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

SEC. 7.11 NONDISCLOSURE AND CONFIDENTIALITY

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

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

equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SECTION 8. ATTACHMENTS

Attachment 1: Offeror's Checklist

Attachment 2: Proposal Evaluation Form

Attachment 3: Cost Proposal Form

Attachment 4: Example Standard Agreement Form with Appendix A and B1

Attachment 5: Debarment Certification

ATTACHMENT 1: OFFEROR'S CHECKLIST

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the IRFP for the offeror's proposal. Offerors are to complete and return this form. Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

1. Evidence that the offeror holds a valid Alaska business license. (Note: Proof of business license is not required at time of proposal submission but is required prior to contract award.)

Evidence is provided on page # ____.

2. Per Section 1.04, the budget does not exceed \$50,000.00

Evidence is provided on page # ____.

3. Per Section 4.02, provide a statement regarding Offeror's Certification.

Evidence is provided on page # ____.

4. Per Section 7.04, proposal has been signed by an individual authorized to bind the offeror to the provisions of the RFP.

Evidence is provided on page # ____.

5. Per Section 7.06, provide a Conflict of Interest statement.

Evidence is provided on page # ____.

6. Per Section 1.06, evidence that the offeror meets the minimum prior experience requirements.

Evidence is provided on page # ____.

ATTACHMENT 2: PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

IRFP Number _____

EVALUATION CRITERIA AND SCORING

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

Understanding of the Project - 15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below

- [a] Demonstrate how they can enhance trauma-informed care at an organizational level:

EVALUATOR'S NOTES _____

- [b] Demonstrate how they can support others to introduce and consult on implementing trauma-informed care at an interpersonal and organizational level:

EVALUATOR'S NOTES _____

- [c] Demonstrate how to coordinate an internal organizational assessment in crafting next steps for trauma-informed care:

EVALUATOR'S NOTES _____

- [d] Demonstrate specific cultural responsiveness in the Alaskan context, as well as the context of a geographically and culturally diverse state:

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR UNDERSTANDING OF THE PROJECT:

Methodology Used for the Project - 10 Percent

Maximum Point Value for this Section – 10 Points
100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

- [a] Ensure adult learning theory is incorporated into the training, exhibiting an integration of interactive and didactic techniques:

EVALUATOR'S NOTES _____

- [b] Ensure CEUs are provided:

EVALUATOR'S NOTES _____

- [c] Ensuring adequate and effective materials to support the trainees in their communities

EVALUATOR'S NOTES _____

[d] The training should be two days for staff plus one day to specifically work with upper leadership:

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR METHODOLOGY: _____

Management Plan for the Project - 5 Percent

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

Proposals will be evaluated against the questions set out below.

[a] Identify SMART outcome and process objectives for the training:

EVALUATOR'S NOTES _____

[b] Designed a work plan that includes activities, involved stakeholders, timeline, and location:

EVALUATOR'S NOTES _____

[c] Describe expectations of collaboration with the State of Alaska Section of Public Health Nursing (SOPHN)?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN:

Experience and Qualifications - 20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Having experience integrating Alaska Native values in previous trainings is preferable:

EVALUATOR'S NOTES _____

[b] Organizing a training in Anchorage is preferred:

EVALUATOR'S NOTES _____

[c] Having experience consulting on trauma-informed care at an organizational level is preferred

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS: _____

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. The cost amount used for evaluation may be affected by one or more preferences.

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.

EVALUATOR'S POINT TOTAL FOR CONTRACT COST: _____

Alaska Offeror Preference - 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point value for Alaska bidders in this section -- 10 Points
100 Points x 10 Percent = 10 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR ALASKA OFFEROR PREFERENCE: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS: _____

ATTACHMENT 3: COST PROPOSAL

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

Deliverables	Costs Per deliverable
1. Training: supporting a community in becoming trauma-informed using cultural responsive approach	
2. Training: How to building Trauma-informed, culturally responsive culture within organization	
3. Training: Interposal Level	
4. Cost to facilitate 3-day training	
5. Travel Expenses	
TOTAL of deliverables listed above (completion of project cannot exceed \$50,000.00)	=

Cost proposal submitted that have a \$0.00 cost or exceed \$50,000.00 for the ENTIRE period of performance will be deemed “none-responsive”.

ATTACHMENT 4: EXAMPLE STANDARD AGREEMENT FORM WITH APPENDIX A AND B1

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. Vendor Number		4. IRIS CT Number	5. Alaska Business License Number
This contract is between the State of Alaska,			
6. Department of Health & Social Services		Division	hereafter the State, and
7. Contractor			
Mailing Address		Street or P.O. Box	City State ZIP+4
<p>8. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the provision for payment.</p> <p>2.5 Appendix E governs the use of Protected Health Information under the contract.</p> <p>2.6 Appendix F confirms the contractor is in good legal standing with the federal government.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXX</u>, and ends <u>XXX</u> (with two one-year renewal options to be exercised at the discretion of the State).</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ <u>XXX</u>, in accordance with the provisions of Appendix D.</p>			
9. Department of Health & Social Services		Attention: Division of Finance & Management Services	
Mailing Address PO Box 110650, Juneau, Alaska 99811-0650		Attention: Grants & Contracts Support Team	
10. CONTRACTOR		12. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative			
Date			
Typed or Printed Name of Authorized Representative			
Title Owner			
11. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Health & Social Services		Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

Appendix A

General Provisions

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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.

Appendix B¹

Indemnity and Insurance

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide 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.

ATTACHMENT 5: DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

**Before completing certification, read the instructions on the following page,
which are an integral part of the certification**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

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.