

STATE OF ALASKA INFORMAL REQUEST FOR PROPOSALS



COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION ACTION PLAN CONSULTANT SERVICES

IRFP 220000125

ISSUED MONDAY, MAY 9, 2021

THE STATE OF ALASKA, DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT, DIVISION OF COMMUNITY AND REGIONAL AFFAIRS IS SEEKING PROPOSALS FROM QUALIFIED OFFERORS WHO CAN PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION ACTION PLAN CONSULTANT SERVICES.

ISSUED BY:

DEPARTMENT OF COMMERCE, COMMUNITY, AND
ECONOMIC DEVELOPMENT
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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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.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE IRFP	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	5
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY	5
SEC. 1.09 AMENDMENTS TO PROPOSALS	5
SEC. 1.10 AMENDMENTS TO THE IRFP	5
SEC. 1.11 IRFP SCHEDULE.....	6
SEC. 1.12 PREPROPOSAL CONFERENCE	6
SEC. 1.13 ALTERNATE PROPOSALS	6
SEC. 1.14 NEWS RELEASES.....	6
SECTION 2. BACKGROUND INFORMATION.....	7
SEC. 2.01 BACKGROUND INFORMATION	7
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION.....	8
SEC. 3.01 SCOPE OF WORK	8
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE.....	11
SEC. 3.03 CONTRACT TYPE	11
SEC. 3.04 PROPOSED PAYMENT PROCEDURES	11
SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES	11
SEC. 3.06 CONTRACT PAYMENT.....	11
SEC. 3.07 CONTRACT PRICE ADJUSTMENTS.....	12
SEC. 3.08 MANDATORY REPORTING	12
SEC. 3.09 LOCATION OF WORK.....	12
SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS.....	12
SEC. 3.11 SUBCONTRACTORS	12
SEC. 3.12 JOINT VENTURES.....	13
SEC. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS.....	13
SEC. 3.14 F.O.B. POINT.....	13
SEC. 3.15 CONTRACT PERSONNEL	13
SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	13
SEC. 3.17 LIQUIDATED DAMAGES	13
SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS.....	13
SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY	14
SEC. 3.20 INDEMNIFICATION	14
SEC. 3.21 INSURANCE REQUIREMENTS	15
SEC. 3.22 TERMINATION FOR DEFAULT	15
SECTION 4. PROPOSAL FORMAT AND CONTENT	16
SEC. 4.01 IRFP SUBMITTAL FORMS.....	16
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS	16
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (ATTACHMENT 4: SUBMITTAL FORM A)	16
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (ATTACHMENT 5: SUBMITTAL FORM B)	17
SEC. 4.05 UNDERSTANDING OF THE PROJECT (ATTACHMENT 6: SUBMITTAL FORM C)	18
SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (ATTACHMENT 7: SUBMITTAL FORM D)	18

SEC. 4.07	MANAGEMENT PLAN FOR THE PROJECT (ATTACHMENT 8: SUBMITTAL FORM E)	18
SEC. 4.08	COST PROPOSAL (ATTACHMENT 9: SUBMITTAL FORM F)	18
SEC. 4.09	SUBCONTRACTORS (ATTACHMENT 10: SUBMITTAL FORM G)	18
SEC. 4.10	BID BOND – PERFORMANCE BOND – SURETY DEPOSIT	18
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	19
SEC. 5.01	SUMMARY OF EVALUATION PROCESS	19
SEC. 5.02	EVALUATION CRITERIA	19
SEC. 5.03	SCORING METHOD AND CALCULATION	20
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS	21
SEC. 5.05	UNDERSTANDING OF THE PROJECT	21
SEC. 5.06	METHODOLOGY USED FOR THE PROJECT	21
SEC. 5.07	MANAGEMENT PLAN FOR THE PROJECT	22
SEC. 5.08	CONTRACT COST (COST PROPOSAL)	22
SEC. 5.09	APPLICATION OF PREFERENCES	23
SEC. 5.10	ALASKA BIDDER PREFERENCE	23
SEC. 5.11	ALASKA VETERAN PREFERENCE	24
SEC. 5.12	ALASKA OFFEROR PREFERENCE	24
SEC. 5.13	OFFEROR NOTIFICATION OF SELECTION	25
SECTION 6.	GENERAL PROCESS AND LEGAL INFORMATION	26
SEC. 6.01	INFORMAL DEBRIEFING	26
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	26
SEC. 6.03	STANDARD CONTRACT PROVISIONS	26
SEC. 6.04	QUALIFIED OFFERORS	27
SEC. 6.05	PROPOSAL AS PART OF THE CONTRACT	27
SEC. 6.06	ADDITIONAL TERMS AND CONDITIONS	27
SEC. 6.07	HUMAN TRAFFICKING	27
SEC. 6.08	RIGHT OF REJECTION	27
SEC. 6.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	28
SEC. 6.10	DISCLOSURE OF PROPOSAL CONTENTS	28
SEC. 6.11	ASSIGNMENT	28
SEC. 6.12	DISPUTES	28
SEC. 6.13	SEVERABILITY	29
SEC. 6.14	SUPPLEMENTAL TERMS AND CONDITIONS	29
SEC. 6.15	SOLICITATION ADVERTISING	29
SEC. 6.16	SITE INSPECTION	29
SEC. 6.17	CLARIFICATION OF OFFERS	29
SEC. 6.18	DISCUSSIONS WITH OFFERORS	29
SEC. 6.19	CONTRACT NEGOTIATION	30
SEC. 6.20	FAILURE TO NEGOTIATE	30
SEC. 6.21	FEDERALLY IMPOSED TARIFFS	30
SEC. 6.22	PROTEST	31
SECTION 7.	ATTACHMENTS	32
SEC. 7.01	ATTACHMENTS	32

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE IRFP

The Division of Administrative Services of the Department of Commerce, Community, and Economic Development (DCCED) on the behalf of the Division of Community and Regional Affairs (DCRA), is soliciting proposals from qualified offerors who can provide Community Development Block Grant Mitigation Action Plan (CDBG-MIT) consultant services.

SEC. 1.02 BUDGET

The Department estimates a budget of no more than \$100,000 for completion of this project. Proposals priced at more than \$100,000 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00 PM prevailing Alaska Time on Wednesday, March 9, 2022. Proposals may only be submitted by email.

SEC. 1.04 PRIOR EXPERIENCE

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

1. The contractor shall have a minimum of five years of experience reading, interpreting, and applying Federal and State statutory and regulatory requirements, specifically those issued by HUD through the Federal Register (see Attachments 1 and 2)
2. The contractor should have a minimum of five (5) years of experience in the planning and design phases for HUD-funded programs, including identifying pertinent program participants and stakeholders and identifying unmet mitigation needs, and then developing strategic plans to address those needs that will achieve defined goals using available funding resources, while also conforming to all applicable laws, regulations, requirements, deadlines, restrictions, and other relevant issues.
3. Have on staff a Lead Service Manager with the following minimum experience:
 - i. A minimum of five years of professional experience providing related CDBG, CDBG-DR or CDBG-MIT Action Plan consultant services
 - ii. A minimum of three years of experience with citizen engagement.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the 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.

Procurement Officer: Rob Roys – Phone 907-465-2519 - Fax 907-465-2563 - Phone (TTY): 711 for Alaska Relay

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer via email, the submittal forms must be saved as separate PDF documents and emailed to CED.Procurement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Submittal Form A.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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at (907) 465-2519 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE IRFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the IRFP and to those who have registered with the procurement officer after receiving the IRFP from the State of Alaska Online Public Notice website.

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. 1.11 IRFP SCHEDULE

IRFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue IRFP **Monday, May 9, 2022,**
- Deadline for Receipt of Proposals **4:00 PM on Thursday, May 26, 2022,**
- Proposal Evaluation Committee complete evaluation by **Friday, June 3, 2022,**
- State of Alaska issues Notice of Intent to Award a Contract **Monday, June 6, 2022,**
- State of Alaska issues contract **Tuesday, June 7, 2022,**
- Contract start **Wednesday, June 8, 2022.**

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 Commerce, Community, and Economic Development, 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. 1.12 PREPROPOSAL CONFERENCE

There will be a preproposal conference held via MS Teams. Those wishing to attend must contact the Procurement Officer in advance to receive information on how to attend. If there are no parties wishing to attend the preproposal conference by 5:00 PM Alaska Time on Friday, February 25, 2022 or the preproposal teleconference will not be held.

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 IRFP. Questions and answers will be transcribed and 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 that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

On November 30, 2018, at 8:29 AM a 7.1 magnitude earthquake located seven miles north of Anchorage caused severe, widespread damage to Southcentral Alaska. Damage was primarily located within the Municipality of Anchorage, the Matanuska-Susitna Borough, and the Kenai Peninsula Borough. The earthquake and subsequent aftershocks caused damage to major highways and important public roads, bridges and other transportation infrastructure; undermining of road embankments and railroad tracks, and loss of track base; widespread power, water and communication disruption; structural collapse and resulting fires to several buildings; and severe damage to private homes, personal property, and businesses. The designation from FEMA for the Cook Inlet Earthquake on November 30, 2018 and the Major Disaster Declaration declared on January 31, 2019, is: Disaster Recovery Event-4413 (FEMA-4413-AK).

The State of Alaska has received a Community Development Block Grant for Mitigation (CDBG-MIT) from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$2,288,000 to fund mitigation activities and projects that will reduce the natural disaster risk to Community Lifelines.

The State of Alaska, Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, Grants Section is responsible for the administration of the CDBG- Mitigation funding, allocated in the Disaster Recovery supplemental appropriation awarded by Congress on June 6, 2019, following the 2018 Cook Inlet Earthquake. The State of Alaska must comply with the terms provided in the applicable Federal Register Notices (See Attachments 1 and 2). States must conform to all Housing and Urban Development, Community Development Block Grant Mitigation (CDBG-MIT), Federal Register notice, and cross-cutting federal requirements in the design of their program, in the development of their plan for allocating funds received, and in the implementation of projects funded with CDBG-MIT. As a recipient of an allocation of CDBG-MIT funds, the State is required to develop and publish an Action Plan, which is a plan that specifies the identification of unmet need resulting from the disaster and a series of strategies to address that need, including a method of allocating the funds. CDBG-MIT funds represent a unique and significant opportunity for HUD grantees to use this assistance in areas impacted by recent disasters to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. While it is impossible to eliminate all risks, CDBG-MIT funds will enable HUD grantees to mitigate against disaster risks, while at the same time allowing grantees the opportunity to transform State and local planning.

Informational Document Links:

- FEMA Region X, Risk Assessment for the Kenai Peninsula Borough, December 2017
Link: https://www.commerce.alaska.gov/web/Portals/4/pub/Risk_Report_Kenai_Final.pdf
- State of Alaska Hazard Mitigation Plan 2018
Link: <https://ready.alaska.gov/Plans/Documents/MPChapters/>
- Municipality of Anchorage Hazard Mitigation Plan
Link: https://www.muni.org/Departments/project_management/Pages/AllHazardsMitigationPlanUpdate.aspx
- Kenai Peninsula Hazard Mitigation Plan
Link: <https://www.kpb.us/emergency-mgmt/plans/ahmp>
- Matanuska-Susitna Borough Hazard Mitigation Plan
Link: <https://www.matsugov.us/plans/msb-hazard-mitigation-plan-2020>
- State of Alaska Plan for Disaster Recovery #4413: Cook Inlet Earthquake, November 1, 2021
Link https://www.commerce.alaska.gov/web/Portals/4/pub/CDBG-DR/Substantial_Amendment_1.pdf

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

3.01.1 General Requirements§

1.1 The contractor shall provide Community Development Block Grant Mitigation (CDBG-MIT) Action Plan consultant services for the State of Alaska, Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs (hereinafter referred to as the state agency). The contractor's consultant services shall include, but is not necessarily limited to, the following:

- a. Identify requirements for financial and organizational certifications;
- b. Prepare CDBG-MIT Action Plan development work plan with timeline; and
- c. Prepare CDBG-MIT Action Plan and Certifications consistent with the following activities and deliverables:
 - 1) Drive and support the state agency's public engagement efforts related to the CDBG-MIT Action Plan and any CDBG-MIT Action Plan Amendments for disaster-impacted areas. This will include meeting scheduling, public outreach, logistical support, translation services in Other Asian & Pacific Languages, Tagalog, Spanish, Korean, Slavic Language and the American Sign Language (ASL), development of presentations and handouts in English, Other Asian & Pacific Languages, Tagalog, Spanish, Korean, Slavic Language and Spanish, and documenting comments and questions from meeting attendees. Refer to Attachments 1 and 2;
 - 2) Work with the state agency to modify the current Citizen Participation Plan to reflect the specific requirements outlined in the Federal Register notices (Attachments 1 and 2);
 - 3) Coordination and evaluation of Risk-Based Mitigation Needs Assessment;
 - 4) Based on the needs described in the Risk-Based Mitigation Needs Assessment, work directly with state agency staff to design programs, activities, and/or projects to meet the needs in the Mitigation Needs Assessment;
 - 5) Assist the state agency in planning the method of distribution for funding;
 - 6) Develop a budget for the CDBG-MIT Action Plan reflective of the method of distribution of funds to each proposed program, activity, or project, as the case may be, which will outline the program delivery costs and administrative costs for the grant. The method of distribution will also describe the method of implementing the programs, activities, or projects, whether it will be at the state or borough level, or through grantees/subrecipients, municipalities, or other entities;
 - 7) Work with state agency to ensure the method of distribution meets the needs of the communities and aligns with the mitigation needs assessment and that projected expenditures are reflective of the overall benefit requirement;
 - 8) Coordinate with the state agency to compile all policies and procedures related to the certifications, and, draft or update program policies needed for submission to HUD; and
 - 9) The CDBG-MIT Action Plan must outline how it aligns and coordinates with resilience or planning initiatives currently in place or underway at the State and local level.

1.2 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

3.01.2 Performance Requirements:

2.1 Final Work Plan

By no later than fifteen (15) business days after the state agency's authorization to proceed with services, the contractor shall create and submit a final work plan for state agency approval. The contractor's final work plan shall include a timeline of the following items. In addition, the contractor's final work plan shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic. The state agency shall have the right to edit, modify, and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to ensure the inclusion of all work required by the contract.

- a. Development and implementation of the citizen participation requirements, as outlined in Attachments 1 and 2;
- b. Development of the Risk-Based Mitigation Needs Assessment;
- c. Design of the program to address the Mitigation Needs Assessment; and
- d. Draft the CDBG-MIT Action Plan.

2.2 Citizen Participation

The contractor must develop and implement the citizen participation requirements as outlined in Attachments 1 and 2. The contractor's involvement must include, but is not limited to, the following:

- a. Consulting with affected citizens, stakeholders, local governments, other state agencies, Regional Planning Commissions, Federation of Community Councils, and public housing authorities to develop a needs assessment.
- b. Ensuring that the CDBG-MIT Action Plan is made available for posting on the Community Development Block Grant Mitigation (CDBG-MIT) Website at least sixty (60) calendar days prior to submission to HUD. The contractor must ensure that there is a reasonable opportunity for citizen comment and ongoing citizen access to information about the use of grant funds. The comment period is a minimum forty-five (45) calendar days. To ensure that there is adequate time to respond to citizen comment, an additional fifteen (15) calendar days is to be considered in addition to the minimum forty-five (45) calendar day comment period.
- c. Planning publication efforts that must meet the effective communication requirements, as outlined in Attachments 1 and 2, and ensure that all citizens have equal access to information about the CDBG-MIT programs outlined in the CDBG-MIT Action Plan, including persons with disabilities and limited English proficiency (LEP).
- d. Documentation and compilation of public comments received orally at all public meetings, together with all written comments received during the public comment period.
- e. Responses to all public comments made in consultation with the state agency.

2.3 Determining the criteria used for changes in the CDBG-MIT Action Plan that would constitute a substantial amendment that must be outlined in the CDBG-MIT Action Plan and subject to public comment as outlined in Attachments 1 and 2.

2.4 Risk-Based Mitigation Needs Assessment

The contractor shall identify the best available data and develop a risk based "needs assessment" that identifies and analyzes all significant current and future disaster risks and provides a substantive basis for the activities proposed. The most recent risk assessment completed or currently being updated through the FEMA Hazardous Mitigation Plan (HMP) process to inform the use of CDBG-MIT funds.

- a. All CDBG-MIT activities must address the current and future risks identified in the Mitigation Needs Assessment of the most impacted and distressed area being the Municipality of Anchorage, identified by HUD as the most impacted and distressed area (MID). Fifty percent (50%) of the CDBG-MIT allocation must be expended within the Municipality of Anchorage.

- b. The remaining 50% of the CDBG-MIT grant must be used for mitigation activities that address identified risks within the Matanuska-Susitna Borough and the Kenai Peninsula Borough resulting from DR-4413.
- c. A discussion of how mitigation needs correspond to the State of Alaska's CDBG-MIT funding allocation plan, when developed, and a description of the underlying rationale for the plan where not aligned specifically with needs.

2.5 Program to Address Risk-Based Mitigation Needs Assessment

The contractor must work with the state agency to design a program for the use of funds and a funding allocation plan to deliver the program to address the risk-based mitigation needs analysis. The contractor shall provide technical assistance, policy expertise, and advice to the state agency on program design elements including, but not limited to:

- a. Eligible CDBG activities that may be undertaken with the state agency's CDBG-MIT funds to address the current and future risks identified in the Mitigation Needs Assessment both for the MID and other areas determined by the state agency in response to the needs assessment;
- b. HUD recognizes the potentially broad range of mitigation activities that may be funded pursuant to the CDBG-MIT Federal Register notices and the critical importance of coordinating those investments across multiple jurisdictions;
- c. The HUD national objectives, including the new National Objective for Unmet Need, being met by various activities included in the program design;
- d. Potential waivers that may be used to fund activities otherwise not eligible for CDBG funding;
- e. Alternatives for distributing funds (i.e. using a HUD Method of Distribution or implementing direct activities);
- f. Development of other HUD-required program elements; and
- g. Strategies for implementing the CDBG- MIT program in a manner that ensures 100% compliance with all applicable HUD, CDBG, Federal Register, and cross-cutting federal requirements.
- h. Identification of opportunities to leverage other federal funds, such as those provided through FEMA, to fund the activities defined in the Action Plan.

2.6 CDBG-MIT Action Plan

In consultation with the state agency, the contractor must develop a draft CDBG-MIT Action Plan in accordance with the published Federal Register notices (see Attachments 1 and 2), other applicable HUD requirements, any specific requirements contained in the CDBG-MIT Federal Register notice, and any other requirements related to the State of Alaska's CDBG-MIT allocation. As sections of the CDBG-MIT Action Plan are developed, the contractor shall submit preliminary drafts of the CDBG-MIT Action Plan to the state agency for review. The contractor's CDBG-MIT Action Plan must contain all of the elements required by HUD.

- a. Within five (5) business days of the receipt of the drafts of the sections, the state agency shall have the sole right to approve or reject, in whole or in part, the contractor's draft of the sections completed. The state agency reserves the right to require the contractor to modify the draft of the sections completed. The final action plan must be submitted and approved by HUD.
 - 1) The contractor shall make any such changes and shall submit the revised sections within two (2) business days following receipt of the state agency's requested changes.
- b. After completing all revisions to the draft as specified above, the contractor shall provide the state agency with the following quantities/formats of the final approved CDBG-MIT Action Plan as specified below:
 - 1) One bound copy of the final approved CDBG-MIT Action Plan;

- 2) One electronic copy of the final CDBG-MIT Action Plan in Microsoft compatible format and Adobe PDF; and
 - 3) One unbound camera-ready copy of the final approved CDBG-MIT Action Plan.
- c. In addition, upon request by the state agency, the contractor shall make at least one (1) oral presentation of the final approved CDBG-MIT Action Plan in Anchorage, AK, at least one (1) oral presentation of the final approved CDBG-MIT Action Plan in Palmer, AK, and at least one (1) oral presentation of the final approved CDBG-MIT Action Plan in Soldotna, AK to persons or organizations as deemed necessary by the state agency. Upon prior approval these meetings may be completed virtually.
 - d. Upon the state agency's approval of the CDBG-MIT Action Plan, the contractor shall submit such to HUD by no later than April 15, 2022. Upon acceptance of the contractor's CDBG-MIT Action Plan by HUD, the contractor shall assist the state agency in

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from approximately Wednesday, June 8, 2022, for approximately 84 days until completion, approximately Wednesday, August 31, 2022. The state may extend the end of the contract through June 30, 2023 under the same terms and conditions with a maximum contract amount of \$100,000.

Unless otherwise provided in this IRFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 CONTRACT TYPE

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

SEC. 3.04 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.

SEC. 3.05 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this IRFP.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Commerce, Community, and Economic Development 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Not applicable to this IRFP.

SEC. 3.08 MANDATORY REPORTING

Not applicable to this IRFP.

SEC. 3.09 LOCATION OF WORK

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for the required personal to make the presentations required in §3.01.2.6.c. Travel to other locations will not be required.

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

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

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

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

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS

Not applicable to this IRFP.

SEC. 3.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete Submittal Form G identified in Section 4.02 of this IRFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience SHALL NOT be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.14 F.O.B. POINT

Not applicable to this IRFP.

SEC. 3.15 CONTRACT PERSONNEL

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

SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.17 LIQUIDATED DAMAGES

Not Applicable to this IRFP.

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Commerce, Community, and Economic Development or the Commissioner's designee.

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

SEC. 3.20 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.

SEC. 3.21 INSURANCE REQUIREMENTS

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 procurement 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.

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.

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.

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.

SEC. 3.22 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 IRFP SUBMITTAL FORMS

This IRFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this IRFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this IRFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Understanding of the Project	5
Submittal Form D – Methodology Used for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Cost Proposal	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (ATTACHMENT 4: SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the IRFP.

By signature on the form, the offeror certifies 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; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- h) The complete name and address of offeror's firm along with the offeror's Tax ID.
- i) Information on the person the state should contact regarding the proposal.
- j) Names of critical team members/personnel.
- k) Addenda acknowledgement.
- l) Conflict of interest statement.
- m) Federal requirements.
- n) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (ATTACHMENT 5: SUBMITTAL FORM B)

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

Letters of Reference

Letters of reference do not count against the maximum page count of Submittal Form B.

Offerors must also provide at least one but no more than three letters of reference with names, email, and phone numbers for similar projects the offeror's firm has completed. Each letter of reference may not exceed one page.

Resumes

Resumes of the Lead Service Manager and other critical team members identified on Submittal Form A of no more than two pages each must be included with this form. These resumes do not count against the maximum page count of Submittal Form B.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in §4.02), however, the resume of the Lead Service Manager and letters of reference do not count towards the maximum page count.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (ATTACHMENT 6: SUBMITTAL FORM C)

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in §4.02).

SEC. 4.06 METHODOLOGY USED FOR THE PROJECT (ATTACHMENT 7: SUBMITTAL FORM D)

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in §4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (ATTACHMENT 8: SUBMITTAL FORM E)

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

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in §4.02).

SEC. 4.08 COST PROPOSAL (ATTACHMENT 9: SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.09 SUBCONTRACTORS (ATTACHMENT 10: SUBMITTAL FORM G)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.10 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable to this IRFP.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	20
Understanding of the Project	(Submittal Form C)	10
Methodology Used for the Project	(Submittal Form D)	10
Management Plan for the Project	(Submittal Form E)	10
Total		50

Cost Criteria		Weight
Cost Proposal	(Submittal Form F)	40
Total		40

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	10
Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

_____ x Max Points (100) = Points Awarded (100)
Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror's proposal will be evaluated against the following questions:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor(s):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If (a) subcontractor(s) will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Note: offerors who do not utilize subcontractors will receive the maximum score for this criteria.

SEC. 5.05 UNDERSTANDING OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

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

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror’s proposal will be evaluated against the following questions:

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

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a maximum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 40):

Step 1

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

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

Step 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.43 points.

$\$40,000$ lowest cost x 40 maximum points for cost = $1,600,000 \div \$42,750$ cost of Offeror #2's proposal = **37.43**

Offeror #3 receives 33.68 points.

$\$40,000$ lowest cost x 400 maximum points for cost = $1,600,000 \div \$47,500$ cost of Offeror #3's proposal = **33.68**

SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. 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 following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- 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 list 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. 5.10 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. 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.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this IRFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.11 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this IRFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:

Step 1

Determine the number of points available to qualifying offerors under this preference:

100 Total Points Available in IRFP x 10% Alaska Offeror preference = 10 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the IRFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points
Offeror #2	84 points (74 points + 10 points)
Offeror #3	90 points (80 points + 10 points)

Offeror #3 is the most advantageous proposal.

SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference 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** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the IRFP for your review as Attachment 4. 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the

Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror’s proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.04 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the IRFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the IRFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.07 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State’s Trafficking in Persons Report.

The most recent United States Department of State’s Trafficking in Persons Report can be found at the following website: <https://www.state.gov/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.

SEC. 6.08 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. 6.09 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. 6.10 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the contracting officer does so, and if the contracting officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the contracting officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 6.11 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. 6.12 DISPUTES

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

SEC. 6.13 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. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this IRFP or that diminish the state's rights under any contract resulting from the IRFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 SITE INSPECTION

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

SEC. 6.17 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. 6.18 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.19 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the informal request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in a conference room on the 9th floor of the State Office Building in Juneau, Alaska.

If the contract negotiations take place in JUNEAU, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.20 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. 6.21 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security

or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 6.22 PROTEST

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

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

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

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

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of 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 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Attachment 01 84 FR 45847, August 30, 2019
- 2) Attachment 02 86 FR 561, January 6, 2021
- 3) Attachment 03 Sample Contract
- 4) Attachment 04 Submittal Form A Offeror Certifications
- 5) Attachment 05 Submittal Form B Experience and Qualifications
- 6) Attachment 06 Submittal Form C Understanding of the Project
- 7) Attachment 07 Submittal Form D Methodology Used for the Project
- 8) Attachment 08 Submittal Form E Management Plan
- 9) Attachment 09 Submittal Form F Cost
- 10) Attachment 10 Submittal Form G Subcontractors