

# STATE OF ALASKA

Department of Military and Veterans Affairs  
Division of Administrative Services



## All-Hazard Mitigation Plans

RFP 230000003

**Amendment # 3**

November 16<sup>th</sup>, 2022

**This amendment is being issued to provide answers to questions asked and to change details about the solicitations Scope of Work and Deadline for Receipt of Proposals.**

This Mandatory Return Amendment is being issued to answer questions and to make changes to the RFP. This document does need to be returned with your proposal. Sections for answering questions from potential offerors and making changes to the RFP are also included on the next page.

**Important Note to Offerors:** You must sign and return this page of the amendment document with your proposal. Failure to do so may result in the rejection of your proposal. Only the RFP terms and conditions referenced in this amendment are being changed. All other terms and conditions of the RFP remain the same.

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COMPANY SUBMITTING PROPOSAL

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AUTHORIZED SIGNATURE

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DATE

**Questions submitted by potential offerors and answers from the state:**

**Question 1:** Is there a potential for contractors to be asked to review plans developed by themselves?

**Answer 1:** Yes, because the vendor will be using the FEMA plan review tool.

**Question 2:** Sec. 6.11 Alaska Bidder Preference and Sec. 6.12 Alaska Veteran Preference Pg. 26. These sections reference an attached Alaska Bidder Preference Certification Form. Could you please provide that?

**Answer 2:** Please refer to amendments Change order 4 (page 13).

**Question 3:** Contract Personnel, Sec. 3.12, Pg. 16 – Please revise to consider voluntary turnover. It is beyond the control of the offeror if a team member voluntarily leaves a company.

**Answer 3:** When hiring an individual into a position in which turnover has occurred, the contractor will need to provide the procurement office with an updated resume to ensure their qualifications meet the minimum requirements of the original solicitation. This resume will need to be approved by both the procurement office and the requesting division before work is to be conducted. If this information is not provided to the procurement office and work is conducted, the contractor will be in breach of the contract and may be grounds for contract termination.

**Question 4:** Experience and Qualifications, Sec. 4.06, Pg. 19 – Is itemized total cost and number of estimated hours by individual required for the lump sum cost form (not indicated on the cost form). Confirm that this is required, and if it should be included in the technical proposal. We don't know what the staff would be working on without a defined scope (selected communities) and this seems out of place in a lump sum offering.

**Answer 4:** Please refer to amendments Change order 1 (below). Additionally, yes, invoices are needed to back up the contractors billing.

**Question 5:** Proposed Payment Procedures, Sec. 3.05, - Please revise from “four (4) equal payments” to, “to be determined upon task order approval”. If a particular task order is expected to take 12-18 months (typical mitigation plan), an offeror would be required to cover costs for four to five months. Small businesses should not be expected to bear the burden if scheduled progress milestones are met.

**Answer 5:** When a Task Order is submitted to a contractor it will go into further detail and can be discussed between the project manager and the contractor. Your invoicing will need to coincide with the percentage of work completed.

**Question 6:** Deliverables, Sec. 3.03, Pg. 13 – Please provide Weekly Progress Report, Periodic, Quarterly, and Final Forms. Also, the reporting requirements are referring to weekly, periodic, quarterly and final, and there's a reference to weekly progress reports, we're wondering if you can attach the required reporting and maybe clarify what you're looking for because it references invoices, weekly invoices, which doesn't seem reasonable.

**Answer 6:** There is no attachment to provide that clarifies these reports. The minimum would be quarterly, but if the contractor wanted to submit more frequently, that's fine. Explained further with the task order.

**Question 7:** Deliverables, Sec. 3.03, Pg. 13 – Please clarify reporting requirements. There is reference to weekly, periodic, quarterly, final.

**Answer 7:** Minimum would be quarterly, but if the contractor wanted to submit more frequently, they are more than welcome to. When a Task Order is submitted to a contractor it will go into further detail and can be discussed between the project manager and the contractor.

**Question 8:** Deliverables, Sec. 3.03, Pg. 13 – Please update the text to define deliverables for Development and Review. The text is confusing and does not address each under the subheadings for Task, Timeline, Schedule, Management, and Reporting Requirements.

**Answer 8:** Task will be defined in the specific Task Order, but will generally be New Local All-Hazard Mitigation Plan, Updated Local All-Hazard Mitigation plan in Microsoft and Adobe PDF for a specific community as identified in the Task Order. Timeline will be as identified in the Specific Task Order.

**Question 9:** Proposal Contents, Sec. 1.08 (e), Pg. 7 – Please elaborate on what the offeror is required to submit here?

**Answer 9:** Because all projects are different, instead of the state trying to identify every federal requirement and possibly missing one, this language was developed to put the responsibility of “knowing what’s needed” on the vendor. The vendor works in the line of the business we are contracting their services for and should be the subject matter experts on federal requirements in their field.

**Question 10:** Prior Experience, Pg. 4 – Please revise the following from: “Note: Applicants with degrees in related fields, such as those listed above”, to: “Note: Applicants with degrees in related fields, and those with combined education and experience, such as those listed above”. These two qualifiers in here, I’m wondering if the note at the bottom can be applicable to the two different qualifiers for prior experience. Additionally, I’m also wondering if, since a lot of emergency management degrees right now are not included in a community planning course, is there any online community courses that are acceptable?

**Answer 10:** Language will remain the same. FEMA Course G-318 would be acceptable.

**Question 11:** Cost Proposal, Attachments 1, Pg. 34 – Please clarify if travel costs are to be included in cost proposal pricing.

**Answer 11:** No. They are not. When a Task Order is submitted it will indicate whether travel is required. If travel is required, the state will cover the fees.

**Question 12:** Cost Proposal, Attachment 1, Pg. 34 – Please also add line item under Development for Updates (compared to new plan development, with three sub costs for Rural, Medium, Large, with same qualifiers).

**Answer 12:** Refer to amendment Change order 3 (page 13).

**Question 13:** Cost Proposal, Attachment 1, Pg.34 – Development and Review both include a cost per project element for Medium sized Communities or Borough HMPs – Greater than 2,000 residents. Due to Alaska’s geography, some of our medium sized Borough’s may be limited to a moderate area of 6,9000 square miles (example – Ketchikan) with 3 distinct communities, or a very large area of 31,000 square miles (example – Lake & Peninsula Borough) with 17 distinct communities. In all cases, multiple jurisdictions can exist within the same geography (example – City of, Traditional Council of, Tribe of, etc.). We respectfully request that the State limit or define the number of participating jurisdictions for all multi-jurisdictional (Borough) scenarios for the offeror to use when providing an estimate for this cost proposal. If all offerors assume a different number of jurisdictions the evaluation committee will not be evaluating apples to apples cost. Suggest language to include: Offers should assume 3 distinct jurisdictions for the purpose of the cost estimate.

**Answer 13:** Refer to amendment Change order 3 (page 13).

**Question 14:** Please confirm deadline date for question submission.

**Answer 14:** All questions will be answered even if submitted after the deadline for question submission, though we do ask to submit them at least three (3) to five (5) days prior to the deadline for receipt of proposals to give the department sufficient time to have the questions answered.

**Question 15:** Please confirm that email submission only is allowed.

**Answer 15:** The interested offeror can either submit their proposal electronically, or by mailing a physical copy, per Section 1.07 Return Instructions, to the procurement office. It is recommended to submit electronically as the time stamp on the email determines whether it was submitted prior to the deadline for receipt of proposals, whereas if the proposal were to be mailed, the time stamp would be considered the moment the procurement office receives the submitted proposal in hand, and if there are any shipping delays and the proposal is received after the deadline, it will be found non-responsive.

**Question 16:** RE Pg. 4, Prior experience – During the prebid meeting on 10/24/2022, DMVA had indicated that FEMA IS-318 Class (Mitigation Planning for Local and Tribal Communities) is acceptable. FEMA’s EMI website indicates that this course has been deactivated, pending a revision. Would any of the following courses be acceptable or would completion of IS-318 once renewed on the EMI website be acceptable?

- IS-350 (Mitigation Planning for Tribal Communities)
- IS-393.B (Introduction to Hazard Mitigation) IS-329 (State Hazard Mitigation Planning)
- IS-328 (Plan Review for Local Mitigation Plans)
- IS-909 (Community Preparedness: Implementing Simple Activities for Everyone)

**Answer 16:** Yes, all would be acceptable.

**Question 17:** RE Pg. 14, Contract Type – Does the ineligibility to bid on any phase of work resulting from the contract apply to both the Development and Review scope items?

**Answer 17:** They are still eligible. Please refer to amendments Change order 5 (page 13).

**Question 18:** RE Page 14, Contract Type – Eligibility continued... Does this also apply to potential subcontractors (example; subcontractor of offeror A performs local plan review. Is that offeror and subcontractor ineligible to pursue engineering resulting from the reviewed plan?).

**Answer 18:** They are still eligible. Please refer to amendments Change order 5 (page 13).

**Question 19:** Is it possible to get an extension from 11/4 to 11/18 for the submission of proposals?

**Answer 19:** Refer to amendments Change order 2 (page 13).

**Question 20:** Would the State of Alaska accept the following amended language in red to Section 3.04 – Contract Type on page 14 of the RFP?

- Unless otherwise agreed to in writing between Contractor and the State through a Conflict-of-Interest Project Mitigation Plan clearly separating Contractor’s Planning Team from its Implementation Team, Contractor will NOT be eligible to bid on any phase of the work required to complete a project for which they have been

issued a Delivery Order under a contract resulting from this RFP. This would include, but not be limited to, construction, architectural and engineering, or any other phase of the project. For example, if Company A is issued a DO to manage a project under a contract resulting from this RFP, they cannot bid on the construction or any other phase of the project.

**Answer 20:** Please refer to amendments Change order 5 (page 13).

**Question 21:** Section 3.04 of the RFP states that this is a Firm Fixed Price contract and that aligns with Attachment 1 where we will propose a fixed price for each type of HMP. However, it was noted during the preproposal conference that detailed invoices will be required showing who worked on each plan and the number of hours. This is problematic because:

- Contractors will be held to the contracted fixed price on plans that require more effort than assumed when we prepared Attachment 1 but,
- Apparently will not be able to invoice the full amount on plans that require less effort (because the invoices would show actual hours worked).

**Answer 21:** The intent here is not hours but a progress report that shows percentage work equals percentage being paid, nothing by hours.

**Question 22:** Lump sum work is usually billed on a physical percent complete basis and that aligns with Section 3.05 of the RFP which describes four equal payments. Four equal payments will also be difficult to invoice if we are required to provide detailed invoices.

**Answer 22:** The intent here is not hours but a progress report that shows percentage work equal percentage being paid, nothing by hours.

**Question 23:** Sec. 4.06, Experience and Qualifications – The 4<sup>th</sup> bullet in this section states: “itemize the total cost and the number of estimated hours for each individual named above.” Can the Department clarify that it wants to see the rates and hours within the technical and price proposals?

**Answer 23:** Please refer to amendments Change order 1 (page 13).

**Question 24:** Sec. 3.10 Location of Work – Must all work be performed in Alaska, or can it be performed remotely within the United States? Can a hybrid approach be adopted?

**Answer 24:** Work can be done remotely.

**Question 25:** Sec. 5.06 Alaska Offeror Preference – Can the Department Clarify the title stating the Offeror shall receive 5% and the second sentence states “the performance will be 10% of the total available points?” Can the Department clarify which percentage will be allocated should the offeror meet the requirements?

**Answer 25:** The offeror shall receive 5% of the total available points.

**Question 26:** Scope of Work – Is the role of the contractor to support the State’s Hazard Mitigation Planning efforts through direct or indirect technical assistance?

**Answer 26:** It will be both direct and indirect.

**Question 27:** What are your biggest concerns that you'd be worried about when executing the scope of work or overseeing the scope of work?

**Answer 27:** Our biggest concern is lack of documenting communication between contractor and locals as well as contractor and state

**Question 28:** Just to clarify, any travel that is identified in the task order would be covered by the state of Alaska?

**Answer 28:** Correct. But there is an approval process that is done at the time that task order is assigned to the contractor.

**Question 29:** Based on the scope items that was explained at the beginning was for the draft submittal of mitigation plans, is the selected contractor going to be tasked to develop mitigation plans from beginning to end to have an adopted mitigation plan for the state for a local jurisdiction

**Answer 29:** Yes, that would be the intent. Going from beginning to end with communication between the communities and the state, then reviewing with the FEMA resources. That also typically includes; when FEMA is done with their review and there are requested changes, you as the contractor would communicate with the community to correct those requested changes.

**Question 30:** We will be reviewing plans not physically writing them for local jurisdictions?

**Answer 30:** It will be both review and development. The intent of that is two-fold, we want the contractor to write mitigation plans, from start to finish, work with the state to get them completed and approved, then we want the contractor to assist the state, if any unforeseen circumstances arise where our state of Alaska planner (which we only have one) cannot review the plan, we will reach out to the contractor with a task order assigning the review of that plan to them by acting as a secondary state planner.

**Question 31:** SEC. 1.04 PRIOR EXPERIENCE - The RFP states: "In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:" In order to be compliant with these experience requirements, may the State clarify if the proposer must only have one proposed staff member who meets these requirements, or must all proposed staff members meet these requirements?

**Answer 31:** If the project manager for the selected contractor meets the requirements then yes that's fine. We have historically done that and ultimately the pass/fail on the plan rests on the PM, they are free to use their staff however they see fit. If they are training planners with this and ok with using that labor under the guidance of a PM who meets the requirements this is fine historically.

**Question 32:** SEC. 1.07 RETURN INSTRUCTIONS - If the proposer elects to submit their proposal electronically (via email), will the State allow electronic signatures (through DocuSign) in place of scanned original signatures?

**Answer 32:** Yes, electronic signatures are allowed.

**Question 33:** SEC. 4.06 EXPERIENCE AND QUALIFICATIONS - May the State elaborate on whether this cost breakdown is to be included as part of the cost proposal, or within the narrative proposal as we are required to submit each separately. Also, for Attachment 1, the cost is itemized by Community size. Are these estimates independent of the costs provided in Attachment 1?

**Answer 33:** Please refer to Change order 1 (page 13).

**Question 34:** Attachment 1 – Cost Proposal - May the State please confirm the Per Project cost requested for the various services should reflect the Offerors cost to perform each project once? Also, please confirm the Overall Total Cost is the total sum of the 6 individual per project costs.

**Answer 34:** Yes, the cost is PER COMMUNITY TYPE listed. Please refer to amendments Change order 3 (page 13).

**Question 35:** Sec. 5.03, Management Plan for the Project, item 2 – How well is accountability completely and clearly defined? I was hoping for some clarification or expansion on what this means.

**Answer 35:** A complete FEMA approved plan. You have complete staffing, e.g., project manager, design team, etc., that's what we're looking at. Additionally, this section is referencing the Performance Evaluation Committee (PEC). When the PEC members meet for the first PEC meeting they are given a list of questions (the entirety of Sec. 5 of this solicitation) and are then used to score the submitted proposals.

**Question 36:** Can we list the individual hours and personnel rate as a category, like Analyst, instead of an individual person? We have support staff and will not know who is available at any given time until the Task Order is assigned

**Answer 36:** When a Task Order is given, the kickoff meeting will go over the period of performance, the financial and progress reporting and yes they will have to list out persons and hours worked by community

**Question 37:** Will each Task Order list the number of communities? If the number of communities is substantially different than what we estimated in the RFP Cost Proposal will we be able to adjust the lump sum amount submitted for each Task Order? We are including the number of communities estimated in our Cost Proposal in our assumptions.

**Answer 37:** Yes each task order will list the communities to be planned and if they are Local, Tribal or Multi-Jurisdictional Plans.

**Question 38:** There is a 30-day turnaround on developing, editing, and reviews. Is the 30 days cumulative for the whole process or do we get 30 days to work with the community, 30 days to work with DMVA, and 30 days to work with FEMA?

**Answer 38:** The community gets the final draft copy BEFORE it comes to SOA for 30 calendar days minimum. Once the community says they agree with the plan it comes to SOA for 30-day review (maximum) then to FEMA who has 45 days to review it.

**Question 39:** Do Hazard Mitigation Plans need to be FEMA Section 508 compliant?

**Answer 39:** No, 508 compliance is for FEMA IT issues, a mitigation plan is a PDF.

**Question 40:** There is a part of the RFP that is concerning because it seems that by working on the Hazard Mitigation Plans themselves, with local communities coming up with the actions, that by working on the plans themselves, it would preclude us from helping to implement the actions, example being, as build designs, and other things involving this. Could we get clarification on this?

**Answer 40:** FEMA has been unclear on that. Typically, if you help write the plan then you can't do the work

projects associated to it, but on a specific one they state; “No, that was a general plan, but you can still work on the specifics of the plan.”. We hope that would still be true for FEMA, but it is their determination.

**Question 41:** This is still a major issue for our company, would this be something that could be clarified with FEMA region 10, or?

**Answer 41:** We don’t believe so, we think it has to go to the Office of General Counsel, so they’d have to have more specifics to it, but again, this is the creation of a Mitigation Plan, not necessarily projects that have to be completed.

**Question 42:** Within the contract information, there’s language saying “rates can be updated over the course of the contract”, we were curious if we could provide escalations showing what year over year that would look like?

**Answer 42:** Sec. 3.08 – Contract Price Adjustments. This is something we do on our end. Prices increase due to inflation, so this is something that is determined by both DHS and Procurement. The price will remain firm for the first two (2) years (2-year firm term), then 30 days prior to the contract renewal date, you will be able to submit, in writing, a request for price adjustments (e.g., if it begins to cost more to provide services). You will need to submit a plethora of evidence that confirms there is a price increase. You also cannot increase your cost margin higher than what you originally submitted in regard to this solicitation. For example, if your price margin is 5% above what it takes to provide these services, you cannot submit a request for price increase with a margin higher than that 5%. Additionally, if you request a Consumer Price Index (CPI) price adjustment, and the pricing goes down rather than up, that price reduction will also be effective. Example being, if we’re paying you \$120 an hour, and we go into through the US Department of Labor and Consumer Price, and it shows that there was a decrease rather than an increase, the hourly rate will drop to match that.

**Question 43:** I’m wondering if there is an expected methodology for the loss estimates required for the hazard mitigation plans? Are we required to use the HAZUS natural hazard analysis tool, or some other program? Or is that up to us on a case-by-case basis?

**Answer 43:** It’ll be a case-by-case basis. We’ve done some stuff where we’ve gone to the state assessors, for real replacement value, and other things, you just have to show the methodology of what you’re using.

**Question 44:** In terms of the timeframes for completing each of these Hazard Mitigation Plans as they come up, would that also be determined on a case-by-case basis? I know that if one community has a plan expiring, and one has longer, what would be the expectation behind that?

**Answer 44:** Those will be dictated by the Task Order, depending on the community. The Task Order will contain those specifics though.

**Question 45:** For plan reviewing, would we be expected to just be providing required changes or improvements, or is there also expectation or space for recommended improvements that aren’t necessarily going to help them meet plan requirements, but more generally make it a better plan?

**Answer 45:** The plan review tool dictates what the plan has to have, now, the plan review tools have a section that says what the plan did well and if there’s any inconsistencies, we have no problem with the vendor giving helpful suggestions if the suggestions better the plan and follow FEMA guidelines.

**Question 46:** When do you think the amendment will be put out?



**Answer 46:** The timeline will vary, I was hoping to have it out within a few days, but circumstances arose, and I have had to push the timeline out.

**Question 47:** Sec. 310 Location of Work – I wanted to follow up on whether work had to be performed in Alaska, or possibly performed remotely. As we’ve seen with covid, remote work assists with different jurisdictions in the environment you have in Alaska, was there possibility we could take a hybrid approach or if it could be adopted or accepted?

**Answer 47:** Yes. Remote work is authorized as long as you meet the requirements of the reviews and development of plans.

**Question 48:** It doesn’t sound like there’s going to be a change in the language regarding multi-jurisdictional, number of jurisdictions having to be addressed in a plan development. When we develop the estimate, if we provide a qualifier, and this assumes that 6 jurisdictions, is that acceptable? Just so evaluators understand what they’re evaluating.

**Answer 48:** Please refer to amendments Change order 3 (page 13).

**Question 49:** Please confirm that the lists of critical facilities (including location and type data) and all other required GIS data will be provided to the consulting team upon contract award.

**Answer 49:** That is to be determined by the Task Order and the community. Generally speaking, the contractor would go to the community and find out where the locations are and what the item is that needs to be in the plan.

**Question 50:** How many communities/jurisdictions are you anticipating will be included? How many approved LHMPs / THMPs / MJHMPs are there in Alaska, and how many are the State looking to update and/or develop new?

**Answer 50:** That is an unlimited number, but the Task Order will give the contractor the time and each year will differ.

**Question 51:** What type of on-site requirements are there? How many trips should we assume are required per jurisdiction or plan? Can all work be done remotely?

**Answer 51:** Ideally we would like at least one in-person visit, but we do have approval from FEMA to have fully remote engagement. Additionally, any required travel will be determined by the Task Order.

**Question 52:** Do you have any expectations to include man-made hazards?

**Answer 52:** If you’re referring to man-made hazards that impact mitigation strategy, like dams, dykes and levees, then yes, most certainly. If you’re talking about power plants and the likes, those hazards are only to be considered if they’re impacted by a hazard event, so if you have a power plant that’s in a tsunami inundation zone, part of the mitigation strategy should take that into account those man-made things that could be hazards.

**Question 53:** Are there any issues having the contractor in a position to both develop and review plans provided the review standard is to meet FEMA requirements?

**Answer 53:** No. FEMA has a specific list of requirements that needs to be checked off during the review process

before execution of a plan. If a vendor reviews their own plan, they have to follow FEMA's list of requirements, which does not cause any issue.

**Question 54:** As it applies to 1.04, Prior Experience, is that experience to be demonstrated via the personnel proposed to Alaska?

**Answer 54:** Yes. Per Sec. 4.06, the vendor must submit in their technical proposal resumes for those performing work. This helps determine responsiveness.

**Question 55:** Is the total contract price of \$5,000,000 associated with the base two-year period or does that apply to all option years as indicated in Section 3.02?

**Answer 55:** It applies to the life of the contract, which includes any optional renewal.

**Question 56:** Will the State please clarify the proposed payment procedure as outlined in 3.05. As it is currently written, this indicates the State will only pay vendors four times over the course of the two-year base period. Would the State please revise this requirement to better tie to the execution of planning and review activities?

**Answer 56:** When a Task Order is submitted to a contractor it will go into further detail and can be discussed between the project manager and the contractor. Your invoicing will need to coincide with the percentage of work completed. The intent is, when you submit a bill you have to submit a progress report that shows what percentage of work is completed. A contractor can't submit a progress report that shows completed work of 10%, then submit a bill for 50% of the work completed.

**Question 57:** As it applies to Section 4.06, the State requests the total cost information for proposed personnel. However, the State requires cost information be submitted separately as defined in 1.07. Will the State please clarify this requirement?

**Answer 57:** Please refer to amendments Change order 1 (page 13).

**Question 58:** As it applies to the cost proposal, will the State confirm that the FFP costs are all that is required and additional information, such as the breakdown of costs associated with payroll, supplies, and overhead are not required?

**Answer 58:** The contractor will need to submit itemized invoices when progress reports are submitted. It is a requirement.

**Question 59:** As it applies to the cost proposal, does the Overall Total Cost require just a sum of the per project costs, for both the development and review?

**Answer 59:** Yes. You will add up each cost in each row and provide that Overall Total Cost at the bottom of the Cost Proposal. This is also to help procurement determine responsiveness.

**Question 60:** As it applies to 6.02, will the State clarify whether an Alaska Business License is required at the bid phase?

**Answer 60:** The vendor must have a valid business license at the time the contract is awarded. Additionally, for a vendor to qualify for the Alaska Bidder's Preference, they must have a valid business license prior to the deadline for receipt of proposals.

**Question 61:** I understand that when we invoice, we have to provide hours and progress contributing to show the contractor has met a specific percentage, but I believe that's different than the cost information required in Attachment 1. Are you looking for a cost buildup? Just the totals? With the understanding that when we submit invoices we have to provide detailed timesheet backup or other direct costs. When looking at attachment 1, the cost proposal, it appears, that we only have to provide a dollar amount, no build up, no number of hours, I just want to clarify that that is the case. Additionally, the cost proposal, and what we are putting together is based on an assumption for a generic community. Once we sit down and negotiate a price for a particular task order, that price, for example, a large community mitigation plan, will probably be different than this per project one that we'd be submitting for the purposes of evaluating. Say that we assume Juneau as a large community for the cost proposal, but then the task order comes out and its Anchorage, which are very different communities, would that be negotiated? Or if that's not the case, we'd need to know.

**Answer 61:** A submitted invoice cannot deviate from the submitted cost proposal as this would be considered a breach of contract. If your cost proposal reflects \$15,000 for large communities, and you submit an invoice for \$25,000, it is not what was originally agreed upon when the contract was executed. Additionally, when you submit your proposal and you say you can do a rural community for 200 hours, when you submit a bill for 25%, the bill should reflect 50 hours. Percentage of work completed equals the amount of hours being billed. Lastly, we will look into this and potentially recommend a fourth category for the larger and more complex communities. Please refer to amendments Change order 3 (page 13).

**Question 62:** On Page 11, Section 3.01 Scope of Work, bullet 4, the RFP states "Each plan location may include mandatory travel to the community unless such a visit would negatively impact either the community of the offeror. Travel to location will be separately communicated at the time of the Task Order being issued." Does this mean we should exclude travel costs from our cost proposal, and that if travel is required for Hazard Mitigation Plan Development, additional budget will be included appropriately in the specific Task Order? If not, can you please provide a list of communities to which you would expect travel, or provide an appropriate travel budget for all contractors to use? In our experience, travel costs can vary significantly depending on the community.

**Answer 62:** Correct. You do not need to add travel costs as they are covered by the state. But, travel costs will go through an approval process that is done at the time of the task order being assigned to the contractor.

**Question 63:** On Page 12, Section 3.01 Scope of Work – All-Hazard Mitigation Plans – Review, bullet 1 reads, "The State will submit each draft plan to FEMA for their evaluation." However, bullet 3 seems to contradict this, stating "The contractor will submit each draft plan to FEMA for their evaluation." Can you please clarify who will be submitting draft plans and Plan Review Tools to FEMA?

**Answer 63:** The state will be submitting the plans to FEMA

**Question 64:** On Page 12, Section 3.01 Scope of Work – All-Hazard Mitigation Plans – Review, the RFP describes the process of reviewing and revising Hazard Mitigation Plans. Can you please provide an estimate on how many revisions to expect during HMP reviews? We feel two reviews is standard, however, if many more reviews are required, this could significantly impact project costs.

**Answer 64:** Two would be the norm and is a good estimate.

**Question 65:** On Page 13, Section 3.03 Deliverables, the RFP discusses reporting requirements. We interpret this section to mean there will be two types of reports required: 1) Narrative Reports (progress reports) and 2) Financial Reports (invoices). We understand Narrative Reports will be required weekly, and must include the list of performance measures and information bulleted in the RFP. We also understand "Financial Reports (invoices)

must be supported by narrative reports,” for example, a brief description of the work included with the invoice. However, the RFP states “The contractor will provide timely weekly progress reports (detailed invoices) to the State identifying accomplishments achieved in this Scope of Work on forms specified by the DHS&EM project manager.” This statement seems to confuse Narrative and Financial Reports. If Narrative Reports are provided weekly, is it acceptable to submit Invoices (Financial Reports) on a monthly basis?

**Answer 65:** Progress report and invoice submittal can be negotiated by the division and the contracted vendor by Task Order. Minimum, reports are required quarterly.

**Question 66:** On Page 15, Section 3.05 Proposed Payment Procedures, the RFP reads, “The state will pay the entire contracted amount in four (4) equal payments.” If invoices are submitted monthly, and a project schedule is at least 4 months or longer, this payment schedule makes sense. However, in the event a Hazard Mitigation Plan Review project is complete in less than 4 months, how will the payment schedule be addressed?

**Answer 66:** Progress report and invoice submittal can be negotiated by the division and the contracted vendor by Task Order. Minimum, reports are required quarterly.

**Question 67:** I was also hoping that you could point me in the direction of Appendix B (Liability and Insurance provisions) and Appendix C in relation to the Standard Agreement Form? Both are referenced in Article 2 of the Standard Agreement, but were not attached to the RFP.

**Answer 67:** These appendices are normally provided when the contract is drafted and sent to the awarded vendor. Attached to this amendment you will find Appendix B, though Appendix C is something the procurement officer creates when we provide the awarded vendor the contract.

**Example:**

*Contractor is to provide (blank) services for (blank), in accordance with the specifications in reference to (solicitation number and title) with amendments, and the contractors accepted proposal.*

***Project Manager.*** *The Project Manager for this contract is (blank) (or designee) with the State of Alaska, Department of (blank), Division of (blank). Mr./Ms. (blank) will be responsible for the day-to-day interaction with the contractor for the performance of this contract. Mr./Ms. (blank) may be reached by phone at (blank) or by e-mail at (blank). The Project Manager does not have the authority to amend, modify or alter this contract.*

***Contract Management.*** *The Contract Management is the responsibility of the Procurement Specialist assigned to the State of Alaska, Department of (blank), Division of (blank), Procurement Office. As Contract Managers for this contract, responsibilities will include issuing amendments, modifications, and renewals, if applicable. Contract Managers may be reached by e-mail at (blank).*

***Insurance Requirements.*** *It is the contractors’ responsibility to provide current proof of insurance for the duration of this contract, to include all opted renewal options. A contractors’ failure to provide satisfactory proof of insurance or lapses in the policy is a material breach of contract and shall be grounds for termination or services.*

***Note.*** *No work is to be performed against this contract until all signatures have been acquired on the first page of this contract.*

**Question 68:** There doesn’t appear to be a differentiator between the development of new plans, compared to the update of a plan, which is generally a different cost.

**Answer 68:** Please refer to amendments Change order 4 (page 13).

### **Changes to the RFP:**

**Change 1:** Sec. 4.06, bullet 4, “*itemize the total cost and the number of estimated hours for each individual named above.*” Is being removed from the solicitation and is not required in the submittal of your proposal.

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**Change 2:** Extend the Deadline for Receipt of Proposals until November 30<sup>th</sup>, 2022 at 2:00pm Alaska Time.

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**Change 3:** Change – Attachment 1: Cost Proposal form to reflect updated language for submittal purposes (attached below).

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**Change 4:** Change – Attachment 6: Alaska Bidder Preference Certification form added (attached below).

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**Change 5:** Sec. 3.04, paragraph 4, “*Contractors will NOT be eligible to bid on any phase of the work required to complete a project for which they have been issued a Delivery Order under a contract resulting from this RFP. This would include, but not be limited to, construction, architectural and engineering, or any other phase of the project. For example, if Company A is issued a DO to manage a project under a contract resulting from this RFP, they cannot bid on the construction or any other phase of the project.*” Is being removed from the solicitation.

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**Change 6:** Adding language to the RFP regarding subcontractors. Additionally, subcontractors will not be paid directly.

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

*Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.*

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

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

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

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

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## Attachment 1: Cost Proposal

Offers must complete and submit this Cost Proposal form in a separate envelope or email within their proposal package.

The Total Contract Cost shown in this Cost Proposal will be the cost used for evaluation purposes only for proposals submitted in response to this RFP.

The costs offered on this form must be reflective of the ALL DIRECT COST's associated with the performance of the contract, including but not limited to: direct expenses, payroll, employee benefits, administrative costs, supplies, equipment, overhead, profit, and other project costs that are to be submitted as part of the offeror's Cost Proposal for the examples listed below. No indirect costs allowed.

Scenario: For evaluation purposes, offeror must submit the cost per each Project below for both single communities and multi-jurisdictional communities.

Description of Services	Per Project	Per Project
	New Plan Development	Update Plan Development
<b>Rural MJHMPs – Less than 1,500 residents</b> <b>Example:</b> Klawock	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Medium size Communities or Borough HMPs – Greater than 1,500 residents but less than 15,000</b> <b>Example:</b> Wasilla	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Large Municipalities or Communities – Greater than 15,000 residents but less than 50,000</b> <b>Example:</b> Fairbanks North Star	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Larger and more complex Communities – Greater than 50,000 residents</b> <b>Example:</b> Anchorage	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____

Continued to next page

	New Plan Review	Update Plan Review
<b>Rural MJHMPs – Less than 1,500 residents</b> <b>Example:</b> Klawock	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Medium size Communities or Borough HMPs – Greater than 1,500 residents but less than 15,000</b> <b>Example:</b> Wasilla	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Large Municipalities or Communities – Greater than 15,000 residents but less than 50,000</b> <b>Example:</b> Fairbanks North Star	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Larger and more complex Communities – Greater than 50,000 residents</b> <b>Example:</b> Anchorage	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____
<b>Overall Total Cost</b>	Single: \$ _____ Multi: \$ _____	Single: \$ _____ Multi: \$ _____

Company Name: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

Business Phone: \_\_\_\_\_

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

IRIS Vendor Number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
 Authorized Representatives Printed Name and Signature

\_\_\_\_\_  
 Date

--End Attachment 1--



## Attachment 6:

# ALASKA BIDDER PREFERENCE CERTIFICATION

[AS 36.30.321\(A\)](#) / [AS 36.30.990\(2\)](#)

**BUSINESS NAME:** \_\_\_\_\_

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1. _____	2. _____
3. _____	4. _____
5. _____	6. _____

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

### Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?  
☐ YES ☐ NO  
If YES, enter your current **Alaska business license number**: \_\_\_\_\_
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?  
☐ YES ☐ NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?  
☐ YES ☐ NO

If YES, please complete the following information:

**A. Place of Business**

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
ZIP: \_\_\_\_\_



“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ YES ☐ NO

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ YES ☐ NO

2) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ YES ☐ NO

3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ YES ☐ NO

4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ YES ☐ NO

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ YES ☐ NO

If YES, enter your current **Alaska corporate entity number**: \_\_\_\_\_

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 AND all members are residents of the state?

☐ YES ☐ NO

Please identify each member by name: \_\_\_\_\_

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 AND all partners are residents of the state?

☐ YES ☐ NO

Please identify each member by name: \_\_\_\_\_

### **Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ YES ☐ NO

B. A **partnership** under AS 32.06 or AS 32.11 AND a majority of the partners are Alaska veterans?

☐ YES ☐ NO

C. A **limited liability company** organized under AS 10.50 AND a majority of the members are Alaska veterans?

☐ YES ☐ NO

D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?

☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

(i) Armed forces of the United States, including a reserve unit of the United States armed forces; or

(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

### **SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of \_\_\_\_\_  
\_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

--End Attachment 6--