

# STATE OF ALASKA REQUEST FOR PROPOSALS



## CADET WORK EXPERIENCE IN VOCATIONAL TRADES

RFP 230000012

ISSUED JANUARY 18, 2023

THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, ALASKA MILITARY YOUTH ACADEMY IS SEEKING COMPETITIVE PROPOSALS FROM QUALIFIED CONTRACTORS TO PROVIDE VOCATIONAL EDUCATION FOR CADET WORK EXPERIENCE IN THE VOCATIONAL TRADES.

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ISSUED BY:

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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PROCUREMENT OFFICER  
MVADASPROCUREMENT@ALASKA.GOV  
(907) 428-7224

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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.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Military and Veterans Affairs (DMVA), Alaska Military Youth Academy (AMYA), is soliciting proposals for Vocational Education Institutions and/or individuals to provide Cadet Work Experience (CWE) with vocational training opportunities, attending introductory vocational training and receiving entry level certifications to assist them in obtaining work once they graduate the program.

### SEC. 1.02 BUDGET

Approval or continuation of contract(s) resulting from this RFP is contingent upon legislative appropriation.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Time on February 9, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors they must meet these minimum prior experience requirements. Offerors must provide with their proposal:

- A resume or other document, or a paragraph or section within the proposal, clearly showing a minimum of two years' teaching experience in the particular trade within the last 5 consecutive years.
  - Experience teaching adolescents 16 years of age or older in the particular trade is preferred and should be highlighted in the offeror's resume.
  - Copies of certificates, diplomas, professional licenses, etc. are also desired and should be included with the resume.

An offeror's failure to meet the minimum prior experience requirements will cause their proposal to be considered non-responsive and 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 at [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov). The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: Jim Sonnier – Phone 907-428-7224 – Email [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov)

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one signed original and three signed copies of the Technical Proposal and one signed Cost proposal, in writing, to the Procurement Officer in a sealed package. The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Military and Veterans Affairs  
Division of Administrative Services  
Attention: Jim Sonnier  
Request for Proposal (RFP) Number: 230000012

RFP Title: Cadet Work Experience in Vocational Trades

If using U.S. mail, please use the following address:

PO Box 5305  
Joint Base Elmendorf-Richardson, AK 99505

If using a delivery service, please use the following address:

49000 Army Guard Road, Suite B105B  
Joint Base Elmendorf-Richardson, AK 99505

**Proposals may be submitted via email. If submitting a proposal via email**, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP 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 907-428-7224 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

**All proposals must be signed** by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- 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.

(c) VENDOR TAX ID

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

(d) ALASKA INTEGRATED RESOURCE INFORMATION SYSTEM (IRIS) REGISTRATION

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

(e) CONFLICT OF INTEREST

**Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest** (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

A Conflict of Interest statement is found on the Cost Proposal form attached to this RFP (Attachment 1). Offeror may also include a Conflict of Interest statement within their proposal at their sole discretion.

(f) FEDERAL REQUIREMENTS

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

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the proposer) that they have not been debarred or suspended from doing business with the federal government. **Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 3) must be completed and submitted with your proposal.** A proposal from a debarred or suspended offeror shall be rejected.

**(g) Anti-Terrorism Training.**

A contract under this solicitation will involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, Contractors and any employee accessing the installation are required complete Anti-Terrorism Level I training **prior to beginning any work on a contract resulting from this solicitation.** The online based training is free and can be accessed at <https://jko.iten.mil/courses/AT-level1/launch.html>. Failure of a Contractor and their employee(s) to provide proof of training will result in finding the Contractor in breach and the contract cancelled. Certificate(s) of Antiterrorism Training are not required when submitting a proposal however, **Offerors must complete and submit the Mandatory Anti-Terrorism form (Attachment 5) with their proposal** acknowledging understanding of this requirement.

**SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP 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. 1.10 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. 1.11 AMENDMENTS TO THE RFP**

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

**SEC. 1.12 RFP SCHEDULE**

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

- Issue RFP January 18, 2023,
- Deadline for Receipt of Proposals February 9, 2023 at 2:00pm prevailing Alaska Time,
- Proposal Evaluation Committee complete evaluation by February 16, 2023,
- State of Alaska issues Notice of Intent to Award a Contract February 22, 2023,
- State of Alaska issues contract March 7, 2023,
- Contract start March 10, 2023.

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

### **SEC. 1.13 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference WILL NOT be held for this RFP. Questions or concerns regarding the contents of this RFP should be addressed as outlined in Sections 1.05 and 1.06 of this RFP.

### **SEC. 1.14 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. 1.15 NEWS RELEASES**

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

**END OF SECTION 1.**



## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

The Alaska Military Youth Academy (AMYA) is a residential school that assists youth ages 16-18 in reclaiming their lives. This is a volunteer program, which means participants cannot be held at AMYA without their consent or their parent's consent. Students of the Academy are referred to as Cadets and are on campus for 22 weeks. After graduation AMYA follows the youth for an additional 12 months assisting them with achieving their goals.

AMYA teaches Cadets Eight Core Components:

- Leadership/Followership
- Responsible Citizenship
- Academic Excellence
- Job Skills
- Life Coping Skills
- Health and Hygiene
- Service to Community
- Physical Fitness

**END OF SECTION 2.**

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Military and Veterans Affairs, Alaska Military Youth Academy (AMYA), is soliciting proposals from Vocational Educational institutions and/or individuals to provide Cadet Work Experience (CWE) training.

Cadet Work Experience (CWE) training exposes Cadets to Vocational Opportunities that are available to them. Through the CWE program many Cadets receive entry level certifications that can assist them in securing work once they graduate from the Academy. An example would be food handler cards. The CWE program has proven to be a successful partnership with the Academy and our private sector partners.

Cadets selected to attend the courses are classified as “at-risk youth” and range from ages 16 to 18 years old. Offerors with experience in working with youth are preferred.

The number of Cadets will vary between classes. AMYA plans for no more than 20 Cadets per CWE training class, depending on where the Cadets are academically in the program and in their behavior. Cadets must meet certain eligibility requirements before being selected for CWE training. Generally, when selecting Cadets for CWE, AMYA starts with the older 17 and 18 year old students because they are the ones most likely to be entering the workforce upon graduation from the program.

Contractor(s) must be prepared to adjust if a Cadet decides to leave the program. Adjustments may also be made by AMYA for reasons such as disciplinary actions, medical conditions, or any situation requiring Cadets to be taken from instruction. AMYA will do its best to minimize these instances and provide sufficient notice in cases of this manner.

Contractor(s) WILL NOT provide coffee, soda, snack foods, pizza, or any other food or drink items during the class. Food and drink items will be provided solely by AMYA.

Contractor(s) will provide Cadets with a State of Alaska or National level certification and/or certificate of completion from the program. Certificate must clearly state whether it is a State, National, or contractor-specific certificate of completion.

Instructors for all classes will provide Cadets and AMYA staff with information on professional development and career opportunities available to Cadets after completion of the course. This information is needed for placement purposes.

The state is looking for offerors who can provide the following CWE opportunities.

#### **Category 1 - American Red Cross Lifeguard Certification Course.**

This course is for select AMYA Cadets. Two instructors are required, one for safety and emergencies and the other as the primary instructor. The Contractor must provide all required equipment, excluding those provided by AMYA, and fees to the American Red Cross for certification issuance. AMYA will provide the Cadet with flip flops, goggles, and swimsuits.

#### **Category 2 - Introductory Welding Course.**

This course is for select Cadets. At least one instructor is required. The course should cover, but is not limited to, the following:

- Basic welding safety
- Arc welding

- Oxyfuel gas welding
- Brazing

**Category 3 – Unarmed Security Officer Training.**

This introductory Unarmed Security Officer training is for select Cadets. At least one instructor is required. This training should cover, but is not limited to, the following:

- Writing reports
- Performing patrol rounds
- Introduction to respective local and state laws
- Reporting suspicious activity
- Watching security monitors
- State security officer licensing requirements

**Category 4 - Introduction to Certified Nursing Assistant.**

This training is for select Cadets. At least one instructor is required. This course should cover, but is not limited to, the following:

- Taking vitals and normal parameters
- Transferring a patient
- Linen/Bed changes with occupied patient
- How to perform basic patient hygiene with bedridden patient
- Bed sore prevention and other potential issues
- Proper patient linen care
- Communication with supervisors regarding patient and patient care.

**Category 5 - Introduction to Maritime.**

The training is for select Cadets. At least one instructor is required. The course should cover, but is not limited to, the following:

- Personal safety and social responsibility
- Personal survival techniques/survival suits
- Knot tying
- Classroom Maritime firefighting
- Introduction to navigation

**Category 6 – OSHA 10 Certification Training.**

Introductory OSHA 10 Training for select Cadets. At least one (1) instructor required. The course should cover, but is not limited to:

- Worker's rights, employer's responsibilities and how to file complaints
- Fall protection
- Personal Protective Equipment (PPE)
- Electrocution
- OSHA Inspection Procedures
- Flammable and combustible liquids
- Health hazards and hazardous materials handling
- Machine guarding
- Scaffolding, stairway, and ladder safety

**Category 7 – First Aid/CPR/AED Training.**

Basic First Aid/CPR/AED Training for select Cadets. At least one instructor required. The course should cover, but is not limited to:

- Rescue breathing
- Anaphylaxis and the use of an epi-pen
- Applying bandages and tourniquets
- How to handle animal and insect bites
- When and how to use an AED

**Category 8 – Driver's Education Training.**

Introductory driver's training in a classroom setting for select Cadets, with an option to take a driving test after graduation when geographically possible. At least one (1) instructor required. Course should cover, but is not limited to:

- Safe and defensive driving practices
- Traffic laws
- Vehicle handling in inclement weather and emergency situations

**Category 9 – Introduction to Carpentry.**

Introductory Carpentry Training for select Cadets. At least one (1) instructor is required. Course should cover, but is not limited to:

- Identify the safety equipment that a carpenter should wear to protect eyes, hands, and feet
- List of twelve common tools
- Framing and tools needed
- List of twelve safety rules for power tools and how to use each one
- Understand the factors needed to prepare a cost estimate for a job and how to prepare for jobs
- Understand building codes and why they are necessary
- How to obtain permits

**Category 10 – Introduction to Sheetmetal Work/HVAC.**

Introductory to Sheetmetal/HVAC training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- Introduction to sheet metal fabrication and the terms associated
- Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Standards
- Pressure classes
- Materials, machines, and costs

**Category 11 – Introduction to Plumbing and Pipefitting.**

Introductory Plumbing and Pipefitting Training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- Plumbing and Pipefitting terms and definitions
- Materials and tools used
- Safety principles
- Reading drawings
- Codes and regulations
- Best practices/prohibited practices
- Systems, joints, fittings, insulation

**Category 12 – Flagger Training.**

Introductory Flagger Training for select Cadets. At least one (1) instructor is required. Course should cover, but is not limited to:

- Flagging procedures and proper use of flagging equipment in the field
- Review of duties and required skills of flagging operators through hands-on activities
- Learn how to coordinate traffic through work zones safely

**Category 13 – Introduction to Building Maintenance.**

Introductory to Building Maintenance Training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- Identify basic power tools used for common maintenance
- Identify basic preventative and reactive procedures for residential and commercial buildings
- Identify building standards, construction material types, and common systemic issues such as patching drywall, painting, plumbing, electrical, lock repair, etc.

**Category 14 – Introduction to Heavy Equipment Operations.**

Introductory to Heavy Equipment Training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- Safety/Introduction
- Controls-Skid Steer, Excavator, Loader, Dozer
- Machine walk-arounds and inspections

**Category 15 – Introduction to Crane Operations.**

Introductory Crane Operations Training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- OSHA Crane Regulations
- Different Equipment
- Equipment components and familiarization

**Category 16 – Introduction to Heavy Duty Mechanics.**

Introductory Heavy-Duty Mechanics Training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- Safety Introduction
- Mechanic shop orientation
- Tool orientation (drill/tap chart)
- Equipment component identification
- Welding, electrical and suspension introductions
- DOT truck/trailer inspection
- Vehicle lift
- Forklift

**Category 17 – Scaffold Use/Fall Protection.**

Introduction to Scaffolding/Fall Protection that informs Cadets on the nature of hazards when working on or from scaffolds and safe work practices. At least one (1) instructor required. Course should cover, but is not limited to:

- Type of hazards, falls, personal fall arrest system
- Electrical hazards
- Proper use of handling of material

- Scaffold loads, load-carrying capacities
- Pre-shift inspections

**Category 18 – Trades Math.**

Introduction to many generally used in different trades. At least one (1) instructor required. Course should cover, but is not limited to:

- Whole numbers
- Fractions
- Decimals
- Percentages

It is also helpful to include:

- Converting units
- Working with equations
- Perimeter
- Area
- Volume

**Category 19 – Optical Instruments.**

Introductory Optical Instruments Training for select Cadets. At least one (1) instructor required. Course should cover, but is not limited to:

- Introduction to optical leveling equipment and uses
- Common operations performed with optical leveling equipment

**Category 20 – Barista Training.**

Introductory Barista Training for select Cadets. At least one (1) instructor is required. Course should cover, but is not limited to:

- History of coffee
- Roasting and blending
- Equipment, safety, cleaning and maintenance
- Perfect espresso shots, frappes, smoothies, and other various drink types
- Steaming and foaming milk
- Drink preparation

**In addition to providing the above training opportunities, selected contractor(s) will:**

- Be required to inform participants of available job opportunities and pathways within the industry and how to prepare for those job opportunities.
- Be prepared to work ongoing and very closely with AMYA to inform participants of opportunities within the industry.
- Provide case management services statewide for aftercare and follow-up career services (interview skills training, help applying to apprenticeship or job-related training, referrals for additional training) for 12 months after the Cadet has graduated from the AMYA program.
- Assist participants with identifying State and federally funded programs, such as Women in the Trades, Helmets to Hardhats, Construction Academy, and Build Up for participants to receive additional training free of cost after completion of the AMYA program.
- Assist with providing agreements with Alaska's Building Trade for direct entry into registered apprenticeship for successful AWP training completers.
- Assist with coordination of multiple trade trainings in multiple locations for participants.

- Conduct training Monday through Friday, except on recognized holidays, unless both parties agree to training on the holiday, between the hours of 8:00am and 5:00pm Alaska Time.
- Agree that any adjustments to the schedule will be approved by both parties prior to the beginning of instruction.
- Agrees to and understands that they and any of their staff working with Cadets will need to undergo an FBI Fingerprint Background check and a one-hour AMYA Volunteer Orientation. Fingerprinting normally takes about 5 minutes to complete but we are unsure of the turnaround time. We prefer the AMYA Volunteer Orientation be held at AMYA however it may be held at the contractor's location; whichever is best suited to get everyone oriented at one time.
- Present a pre-presentation of the program as outlined in Section 3.03, Deliverables, of this RFP. The intent of this presentation is to let the Cadets know what to strive for so they can be eligible for the program that starts on Week 19. AMYA will select Cadets on Week 17 and should have the list to the contractor by Week 18. One hour will usually be allotted for the contractor's pre-presentation with each platoon, however this can be adjusted with more or less time if needed, especially for questions.

The contractor's failure to provide the above listed required will be grounds to find the contractor in breach and the contract immediately cancelled.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be one year from the date of award with five (5) one-year renewal options. Renewal options are to be exercised at the sole discretion of the state.

Unless otherwise provided in this RFP, 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 DELIVERABLES

There are two Cycles at the start of this contract, referred to as Terms below. The contractor will be required to provide the following deliverables:

- On or about week eight (8) of each Term, contractor(s) will coordinate with AMYA staff to give a pre-presentation to the Alaska Military Youth Academy (AMYA) Cadet Corp.
- During Weeks 19-21 of each Term, selected Cadets will receive vocational training/education Monday through Friday; 8:00a.m. to 5:00p.m. with ½ hour for lunch. Training will not be conducted on State of Alaska recognized holidays unless both parties agree to conduct training on the holiday.

Specific dates for each Term and Cycle will be provided at the start of each new AMYA class.

### SEC. 3.04 CONTRACT TYPE

This contract is a **FIRM FIXED PRICE** contract.

The Master Agreement (MA) contract resulting from the RFP will be a multiple award contract. The state will issue one contract per Category, as identified in Section 3.01 above, to the most responsive, responsible offeror for that category.

When services are required, the State will contact the selected contractor for the Category and inquire if they are able to provide the service required at the time needed. If the selected contractor can provide the service, they will be issued a Delivery Order (DO) with the Task Order detailing the requirement. The costs shown on Delivery Orders issued against an MA contract resulting from this RFP will be based on the accepted offeror's Cost Proposal.

### **SEC. 3.05 PROPOSED PAYMENT PROCEDURES**

The contractor will invoice the State at the end of each course instructed. Invoices are to include the contract number with a log of indicating the date, time and title of course instructed. Ineligible, unallowable, or any unauthorized expenditures will not be reimbursed.

No payment will be made until the deliverable within each cycle has been met and the invoice approved the AMYA Project Manager or their designee. All payments will be made NET 30-days upon approval of a true and correct invoice and receipt of required documentation.

### **SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

### **SEC. 3.08 MANDATORY REPORTING**

After the completion of each course, the contractor must provide a grade of pass/fail for each Cadet that attended their course, in an electronic format (Excel).

These reports are due the first Monday morning after completion of each course instructed. This is to allow Cadets to receive credits and certificates at graduation. The contractor's failure to provide these reports as required may result in contract default action.

Continued documentation/reporting is required if a Cadet enrolls in the contractor's apprenticeship program, continues training with, or is employed through the contractor within 12-months after the Cadet graduated from the AMYA program. This reporting is crucial. It allows AMYA staff to track Cadet's progress for the Post Residential portion of the AMYA program.

### **SEC. 3.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed, and managed in Anchorage, Eagle River, Palmer, or Wasilla, preferably at the offeror's place of business.



The Alaska Military Youth Academy can provide transportation for Cadets to these locations at no cost to the contractor. Boundary limits for transportation by AMYA are the Chugach State Parks office at Potter Marsh for south Anchorage; Farm Loop/Palmer-Fishhook Road for Palmer; and the Big Lake Road intersection on the Parks Highway for Wasilla.

The state will not pay for contractor travel to Anchorage from anywhere inside or outside the State of Alaska.

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

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 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must clearly identify in the proposal:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- portions of the work the subcontractor will be providing;
- the subcontractor's experience in providing training in the particular trade, in particular their experience providing training to adolescents;
- evidence that the subcontractor holds a valid Alaska business license;
- copies of certificates/diplomas/etc. as proof of licenses, training certifications, etc.; 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.

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

An offeror's failure to provide this information within the proposal will 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.

### **SEC. 3.11 JOINT VENTURES**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement with the proposal which identifies the principals involved and their rights and responsibilities regarding performance and payment.

### **SEC. 3.12 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. 3.13 F.O.B. POINT**

Not applicable to this RFP.

### **SEC. 3.14 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. 3.15 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. 3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project 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 Military and Veterans Affairs or the Commissioner's designee.

### **SEC. 3.17 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. 3.18 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. 3.19 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 **Attachment 2, Section 8**.

**END OF SECTION 3.**

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

### SEC. 4.02 INTRODUCTION

**Technical Proposals must be by CATEGORY** and indicate which category a proposal is being offered. Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal. **For proposals to be fairly evaluated by the State, Offerors must submit a separate technical proposal for each category they intend to submit an offer.** For example, if an Offeror intends to submit proposals for Categories 1 and 2, the Offeror must submit a separate Technical Proposal for both Category 1 and Category 2. Proposals may be submitted in the same envelope, package, or email but must be clearly identified as specified in Section 1.07 of this RFP.

**Offerors are only required to submit one Cost Proposal form with their proposal.** The Cost Proposal form is identified as Attachment 1 to this RFP. Instructions for completing and submitting the Cost Proposal can be found on the Cost Proposal form and elsewhere within this RFP.

**Proposals must confirm** that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

**Proposals must include** a Conflict of Interest statement as required by Section 1.08(e) of this RFP. Conflict of Interest statement is found on the Cost Proposal form attached to this RFP (Attachment 1). Offeror may also include a Conflict of Interest statement within their proposal at their sole discretion.

**Proposals must be signed** by a company officer empowered to bind the company.

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

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

### SEC. 4.04 MANAGEMENT PLAN USED FOR THE PROJECT

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

Offeror should identify any potential problems or issues that may arise during the project and possible solutions to mitigate or resolve the problem or issue.

### SEC. 4.05 SYLLABUS AND CURRICULUM FOR THE PROJECT

**Offerors must provide** an outline of the Syllabus and Curriculum they intend to employ to accomplish the work and meet the state's project schedule.

Each Syllabus should include the Title of the course, Description, Course Content, Topic with a Description of what is being taught, and Grade Scale with class breakdown for each course being offered.

The Curriculum should include the Title of Assignment, Big Ideas (what is being covered), Class Schedule, Completion Standards, Resources, Strategies, and Common Cadet Errors for each topic being taught in the Syllabus. An example of a topic currently being taught at AMYA is attached to this RFP for offerors review (Attachment 6). The offeror must provide a minimum of one Curriculum Topic for each Syllabus offered for evaluation.

## SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

**Offerors must provide** a narrative showing the experience of the firm and instructors in providing services similar in nature to that required by this RFP (per Section 1.04 a minimum of two years' teaching experience in the particular trade within the last 5 consecutive years). Narrative should clearly show the firm's and instructor's experience in working with adolescents ages 16 years or older. Experience teaching adolescents 16 years of age or older in the particular trade is preferred and should be highlighted in the offeror's resume. Narrative should include company or agency the services were provided to; date services were provided; a brief description of the services provided; and the outcome or result of the services or contract.

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

- title,
- resume clearly outlining the experience and qualifications of the individual to provide required training and in working with adolescents 16 years or older,
- location(s) where work will be performed,
- the estimated number of hours the individual will provide required training, and
- copies of certificates, diplomas, professional licenses, etc..

**Offerors must provide** a minimum of three reference letters with current names and phone numbers for similar projects the offeror's firm has completed.

## SEC. 4.07 COST PROPOSAL

**Offerors must complete and submit** the Cost Proposal form shown in Attachment 1 of this RFP. 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, 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. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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.

**END OF SECTION 4.**

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 INTRODUCTION AND UNDERSTANDING OF THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 3) How well has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?
- 4) If the Offeror is a Joint Venture, did the Offeror submit a copy of the joint venture agreement and does the agreement clearly identify the principals involved and their rights and responsibilities regarding performance and payment?

### SEC. 5.02 MANAGEMENT PLAN FOR THE PROJECT (10%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all project requirements and logically lead to the deliverables required in the RFP?
- 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) How well has the offeror identified pertinent issues or potential problems related to the project and possible solutions to mitigate or resolve the problem or issue?
- 7) Does it appear that the offeror can meet the schedule set out in the RFP?
- 8) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 9) To what degree is the proposal practical and feasible?

### SEC. 5.03 SYLLABUS AND CURRICULUM FOR THE PROJECT (20%)

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the syllabus and does it depict a logical approach to fulfilling the requirements of the course being offered?

- 2) How well does the curriculum topic support the information presented in the syllabus and does it depict a logical approach to fulfilling the requirements of the offered syllabus?
- 3) How well do the syllabus and curriculum match and achieve the objectives set out in the RFP?
- 4) How well do the syllabus and curriculum interface with the time schedule in the RFP?

#### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)**

**Proposals will be evaluated against the questions set out below:**

##### **1) Questions regarding the personnel:**

- a) To what extent 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 in working with adolescents ages 16 years or older in the assigned trade?
- d) Did the offeror provide copies of certificates, diplomas, professional licenses, etc. for individuals assigned to the project for the subjects offered?

##### **2) Questions regarding the firm and subcontractor:**

- a) Did the offeror provide a narrative outlining the firm's experience in providing training services similar in nature to that required by this RFP?
- b) Does the firm's experience clearly show a minimum of two years' teaching experience in the particular trade within the last 5 consecutive years?
- c) How extensive is the firm's experience in providing training similar in nature to that required by this RFP?
- d) How extensive is the firm's experience in working with adolescents ages 16 years or older?
- e) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- f) Did the offeror provide copies of certificates, diplomas, professional licenses, etc. for the firm and any subcontractor(s) for the subjects offered?
- g) Has the firm provided a minimum of three letters of reference from previous clients and do these references confirm the offerors ability to perform the contract work?
- h) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

#### **SEC. 5.05 CONTRACT COST (40%)**

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

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



The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

#### **SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)**

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. This amount will be added to the overall evaluation score of each Alaskan offeror.

**END OF SECTION 5.**

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. 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, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- 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 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. 6.04 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. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the 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. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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

## SEC. 6.07 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. 6.08 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 set out the names of all offerors and identify the offeror selected for award.

## SEC. 6.09 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten 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."

## SEC. 6.10 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below.

Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Office of Procurement and Property Management** web site:

<https://oppm.doa.alaska.gov/media/1453/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)

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. 6.11 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 former AS 32.05, 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 RFP. 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. 6.12 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 RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

**SEC. 6.13 ALASKA OFFEROR PREFERENCE**

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

**SEC. 6.14 FORMULA USED TO CONVERT COST TO POINTS**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

**SEC. 6.15 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**

**(a) FORMULA USED TO CONVERT COST TO POINTS**

**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 RFP 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 37.4 points.**

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$

**Offeror #3 receives 33.7 points.**

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$

**(b) ALASKA OFFEROR PREFERENCE**

**STEP 1**

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

$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$

**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 of the proposals have been completely evaluated based on the evaluation criteria in the RFP. 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)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

**END OF SECTION 6.**

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A), Section 8. A SAMPLE copy of this document is attached to this RFP (Attachment 2) for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, 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 RFP.

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. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

### SEC. 7.04 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 RFP and will not affect the proposal evaluations.

### SEC. 7.05 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. 7.06 RIGHT OF REJECTION

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

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

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 RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

## SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.08 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information.

If OPKM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

## SEC. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## SEC. 7.10 DISPUTES

A contract resulting from this RFP 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. 7.11 SEVERABILITY

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

## SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## SEC. 7.13 SOLICITATION ADVERTISING

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

## SEC. 7.14 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.

END OF SECTION 7.

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Cost Proposal with Conflict of Interest statement
- 2) Standard Contract Form for Goods and Non-Professional Services with Appendices A and B1
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Form
- 4) Alaska Bidder Preference Certification Form
- 5) Mandatory Anti-Terrorism Training Form
- 6) Example of Course Curriculum
- 7) Offeror's Checklist

**ATTACHMENT 1: COST PROPOSAL**

**Offerors must complete and submit this Cost Proposal form** in a separate envelope within their proposal package. Offeror must identify each Category that was identified in their proposal within the cost proposal with their offered cost. Enter NO BID or a zero (0) in those Categories for which no proposal was submitted.

The Unit Cost per Cadet offered for the overall cost must include all DIRECT costs associated in the performance of the contract, including but not limited to direct expenses, payroll, employee benefits, mark-ups, administrative costs, supplies, equipment, certificates, overhead, profit and travel. No indirect costs are allowed.

The Unit Cost per Cadet shown below for each Category is the cost that will be evaluated by DMVA/DAS Procurement.

CATEGORY	UNIT COST PER CADET
Category 1 - American Red Cross Lifeguard Certification Course.	\$
Category 2 - Introductory Welding Course.	\$
Category 3 - Security Officer Training.	\$
Category 4 - Introduction to Certified Nursing Assistant.	\$
Category 5 - Introduction to Maritime.	\$
Category 6 – OSHA 10 Certification Training.	\$
Category 7 – First Aid/CPR/AED Training.	\$
Category 8 – Driver’s Education Training.	\$
Category 9 – Introduction to Carpentry.	\$
Category 10 – Introduction to Sheetmetal Work/HVAC.	\$
Category 11 – Introduction to Plumbing and Pipefitting.	\$
Category 12 – Flagger Training.	\$
Category 13 – Introduction to Building Maintenance.	\$
Category 14 – Introduction to Heavy Equipment Operations.	\$
Category 15 – Introduction to Crane Operations.	\$
Category 16 – Introduction to Heavy Duty Mechanics.	\$
Category 17 – Scaffold Use/Fall Protection.	\$
Category 18 – Trades Math.	\$
Category 19 – Optical Instruments.	\$
Category 20 – Barista Training.	\$

Cost Proposal, page 2

Conflict of Interest Statement
As required by Section 1.08(e) of this RFP: <b><u>Each proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest</u></b> (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict.
1. By signature on this Cost Proposal I certify that the company or any individuals working on the contract DO or DO NOT (Circle One) have a possible conflict of interest as required by Section 1.08(e).
2. If the Company or any individuals working on the contract DO have a possible conflict of interest, the nature of that conflict is (attach additional page or pages if necessary):

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

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

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

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

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

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

Submitted by:

\_\_\_\_\_  
Authorized Representative's Printed Name

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date Signed

--END OF ATTACHMENT 1--

**ATTACHMENT 2: STANDARD CONTRACT FORM – APPENDICES A and B1****STANDARD CONTRACT FORM****Goods and Non-Professional Services**

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract:</b></p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

<b>12. CONTRACTOR</b>	<b>13. CONTRACTING AGENCY</b>
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

SCF.DOC (Rev. 04/14)

**APPENDIX A  
GENERAL CONDITIONS**

**Section 9.**

**1. Inspections and Reports:**

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

**2. Suitable Materials, Etc.:**

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**3. Disputes:**

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

**4. Default:**

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

**6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

**7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**9. Compliance:**

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

**10. Conflicting Provisions:**

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

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**14. Force Majeure:**

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

**15. Contract Extension:**

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



**16. Severability:**

If any provision of the contract 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.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. Governing Law; Forum Selection**

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

**End of Appendix A**

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

**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

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

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**--END OF APPENDIX B1--  
--END OF ATTACHMENT 2--**

**ATTACHMENT 3: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

**Federal Debarment Certification Form**

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

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

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

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

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

**Instructions for Certification**

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

## ATTACHMENT 4: ALASKA BIDDER PREFERENCE CERTIFICATION



# 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.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

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 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 4--**

**ATTACHMENT 5: MANDATORY ANTITERRORISM TRAINING**

In accordance with Department of Defense (DOD) Instruction 2000.16, all contract personnel working on site in the performance of a contract at a military site must obtain an Annual Antiterrorism Training Certificate before receiving a contract in the performance of the work.

Each individual working on site is required to complete Level I AT Awareness Training which is free and available on line at <https://jko.jten.mil/courses/AT-level1/launch.html>. This is a two-hour course with a multiple-choice exam. Successful completion of the exam results in a written certificate that is that is good for one year from date of completion and may be used on any Department of Military and Veteran's Affairs contract.

The contractor shall be responsible for providing the project manager with a copy of each individual's Certificates of Training Completion, which will be maintained the contract file.

Contractors are encouraged to obtain the Level I Antiterrorism Awareness Training annually and to maintain certificates of each individual to expedite the contract award process.

**Certificate(s) of Antiterrorism Training are not required when submitting a proposal. Contractor tendering a proposal must acknowledge below that if awarded a contract, each individual working on site will have a Certificate of Completion submitted to the project manager.**

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

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

Signature: \_\_\_\_\_

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

**--END OF ATTACHMENT 5--**



**ATTACHMENT 6: EXAMPLE OF CURRICULUM TOPIC**

## **Title of Assignment: Introduction**

### **Section 10. Big Ideas:**

- Classroom procedures
- Academic Guidebook
- Syllabus
- Multiplication Test expectations

### **Section 11. Class Schedule:**

- Introduction/classroom procedures - 10min
- Academic Guidebook – 10 minutes
- Syllabus Review – 20 minutes
- Multiplication Test and explanation – 10 minutes
- Math Pretest – 30 minutes
- Answer Question and Back Brief – 10 Minutes

### **Section 12. Completion standards:**

- The Cadets are able to 100% correctly answer the questions of the instructor about what is expected of them during the course.
- All cadets have completed their first multiplication test and course pre-test.

### **Section 13. Resources:**

- Math Pretest (attached)
- Multiplication Tests (attached)
- Syllabus (attached)
- Cadet Academic Guidebook (attached)
- Whiteboard

### **Section 14. Strategies:**

- Make a great first impression. Be confident, authoritative, and direct.
- Have all materials printed before class starts. You don't want to be ill prepared the first day.
- Show the Cadets a glimpse of what some will be learning at the end of the course. It usually intimidates them which makes them pay attention.
- Let them know that you care about them and their education. They may not be good at math, but you will ensure that they learn it.

### **Section 15. Common Cadet Errors:**

- Falling asleep
- Not taking notes
- Afraid to ask question

**--END OF ATTACHMENT 6--**

**ATTACHMENT 7**

**OFFEROR'S CHECKLIST**

**This checklist is being provided as a courtesy to offerors when preparing and submitting their proposal. It may not be an all-inclusive list. It is the Offeror's responsibility to ensure all required documents and information are submitted as specified within this RFP no later than the Deadline for Receipt of Proposals.**

**A. The following items are required to be completed and returned by the Offeror with their proposal.**

- ☐ 1. A separate Technical Proposal for each Category they intend to submit an offer, **and**
- ☐ 2. A Completed Cost Proposal and Conflict of Interest Statement (Attachment 1 to this RFP), **and**
- ☐ 3. A Completed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment 3 of this RFP), **and**
- ☐ 4. A Completed Mandatory Anti-Terrorism Training form (Attachment 5 to this RFP), **and**
- ☐ 5. Any Mandatory Return Amendment(s) to this RFP if any are issued by DMVA/DAS Procurement.

**B. The following items are required only if the Offeror is claiming an Alaska Bidder, Veteran, or other preference.**

- ☐ 1. A Completed Alaska Bidder Reference Certification form (Attachment 4 to this RFP).
- ☐ 2. A Copy of the Certification Letter from the Department of Labor and Workforce Development, Division of Vocational Rehabilitation, if claiming the Employment Program or Alaskans with Disabilities preference (reference Section 6.10 of this RFP).

Failure to complete and submit the above items with your proposal may result in your offer being considered non-responsive and being rejected by the State.

**--End of Attachment 7--**