

# STATE OF ALASKA REQUEST FOR PROPOSALS



## CONTRACT PROJECT MANAGEMENT FOR DISASTER GRANT PROJECTS IN ALASKA.

RFP 230000021

FEBRUARY 22, 2023

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IS SOLICITING COMPETITIVE PROPOSALS WITH PROJECT MANAGEMENT FIRMS TO PROVIDE PROJECT MANAGERS AND GRANT ADMINISTRATIVE SERVICES FOR DISASTER PROJECTS.

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### ISSUED BY:

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS  
DIVISION OF ADMINISTRATIVE SERVICES

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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), Division of Homeland Security and Emergency Management (DHS&EM), is soliciting competitive proposals for project management firms to provide project managers and grant administrative services for disaster projects, as they arise, to act on behalf of the State and/or Community agent by overseeing FEMA and/or State disaster grant projects from beginning through project close out with Alaskan communities.

### **SEC. 1.02 BUDGET**

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

Funding source for contracts and Delivery Orders (DO) with Task Orders resulting from this RFP will vary and may involve State, Federal or a mixture of both.

Contract action may be subject to Federal reimbursement.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:00 p.m. prevailing Alaska Time on March 15, 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 must meet these minimum prior experience requirements stated in Section 4, Experience and Qualifications.

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

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

### **SEC. 1.05 REQUIRED REVIEW**

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

### **SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the 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: BOBBI BRAUNEIS – PHONE: 907-428-7220 – EMAIL: MvaDasProcurement@alaska.gov

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one original hard copy of their proposal and three signed copies of their technical 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: Bobbi Brauneis  
Request for Proposal (RFP) Number: 230000021

RFP Title: Contract Project Manager for Disaster Grant Projects in Alaska

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

PO Box 5308  
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

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 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 907-428-7220 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.

<https://doa.alaska.gov/dof/vendor.html>

**(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.

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. These include, but may not be limited to:

- 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 Transaction (Attachment 2) must be completed and submitted with your proposal.** A proposal from a debarred or suspended offeror shall be rejected.
- By signature on a proposal submitted in response to this RFP, and/or contract(s) or delivery order(s) resulting from this RFP, the offeror certifies the compliance with the Division of Homeland Security and Emergency Management (DHS&EM) Assurance for Federal Required Contract Provisions of Attachment 3.
- DHS&EM Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment 7) **must be completed and submitted with your proposals.**

**(g) ANTI-TERRORISM TRAINING**

A contract under this solicitation may involve access to, or performance of work, of work on a Federal military installation. In the interest of safety and security of the installation, Contractors any and of their employee(s) accessing the installation are required to 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.jten.mil/courses/AT-level1/launch.html>. Failure of a Contractor or their employee(s) to provide proof of training will result in finding the Contractor in breach and the contract cancelled. **Certificate(s) of Anti-terrorism training are not required when submitting a proposal. However, Offerors must complete and submit the Mandatory Anti-terrorism form (Attachment 4)** 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: February 22, 2023
- Pre-proposal conference: March 3, 2023 at 10:00 a.m. prevailing Alaska time
- Deadline for Receipt of Proposals: No later than 2:00 p.m. prevailing Alaska time on March 15, 2023
- Anticipated Proposal Evaluation Committee complete evaluation by March 24, 2023
- Anticipated State of Alaska issues Notice of Intent to Award a Contract March 27, 2023
- Anticipated State of Alaska issues contract April 10, 2023
- Anticipated Contract start on April 12, 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 TELECONFERENCE (NON-MANDATORY)

A pre-proposal teleconference will be held at 10:00 a.m., prevailing Alaska Time, on March 3, 2023. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors interested in attending the pre-proposal teleconference must register with the Procurement Officer by sending the email request to [MvaDasProcurement@alaska.gov](mailto:MvaDasProcurement@alaska.gov) no later than 2:30 p.m. prevailing Alaska time on March 2, 2023. **Invites will be emailed to those who register for the teleconference.**

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

Previously, local communities were given a project worksheet after a disaster to assess damage and plan project work. However, due to lack of staffing and resources available in rural communities, experience has taught us this type of work is most efficiently managed by the State through contract project managers. There is no way of knowing when or where the next project will result. As a need is identified, the State may develop a project worksheet with the affected community and request a Contract Project Manager (CPM) from the contract project management firm or the State will request both CPM and grants administrative services to develop and manage projects for an affected community.

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

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

**END OF SECTION 2.**

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

A contract(s) resulting from this RFP will be with a project management firm(s) who meet the experience and qualifications criteria outlined in **Section 4** of this RFP. The firm(s) will provide a Contract Project Manager (CPM) and/or grant administrative services for disaster projects, as they arise, at the discretion and request of the Division of Homeland Security & Emergency Management (DHS&EM) Project Manager. Section 3.04, Contract Type, outlines the process DHS&EM will take to identify the projects and initiate work under a contract(s) resulting from this RFP.

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

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

Requirements for qualifications and experience may vary from project to project and will be identified in the Task Order documents. The contractor will have an opportunity to respond to the request, after review of the requirements as to whether or not they meet the conditions of the Task Order. The process is outlined in Section 3.04 under Contract Type.

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

- In coordination with the DHS&EM Project Manager, define key dates and activity, and report progress throughout the life cycle of any project to the DHS&EM Project Manager;
- Provide required reports to the DHS&EM Project Manager;
- Follow applicable Federal, State, and Local procurement standards;
- Ensure any project paperwork is completed in a timely, accurate and efficient manner, including required final inspection report(s);
- Upon submittal completion and in coordination with the DHS&EM Project Manager, schedule full site final inspection for project closeout;
- Ensure project is executed in accordance with established standards, policies and procedures;
- Plan, staff, schedule, budget, and ensure quality of work consistently across projects, ensure safety of workers, and coordinate with contractors and DHS&EM Project Manager;

- Prepare and document budgets and costs, per project, in order to monitor budget compliance;
- Coordinate with DHS&EM Project Manager immediately with any changes in project scope of work, budget and timeline, permitting or identified potential crises arise, and devise contingency plans;
- Hire or assign an on-site construction manager and/or labor supervisor to complete design documents, assist with materials, procurement, and project planning, supervise the construction, hire and manage local laborers, if possible, and coordinate with communities to accommodate for seasonal subsistence activities in the hiring plan and overall schedule. It is critical for residents of subsistence-based communities to have the ability to work on flexible and often-changing schedules to facilitate participation in hunting, fishing, and berry-picking activities;
- When possible, prior to construction season, work with any local officials and residents to secure materials, monitor their safe arrival, stage and plan for equipment mobilization and create hiring plans;
- Identify timeline for any temporary housing to local officials and residents, as necessary, so they may plan for temporary housing of displaced residents;
- Have day to day interaction, present information and participate in meetings with DHS&EM Project Manager, contractor, local officials and any regulatory agencies as required;
- The Contract Project Manager and construction manager will work together with Alaskan cities/communities to manage design changes and plans, as well as on-site construction management issues. They will work closely with cities/communities and residents to manage local communication, public awareness, and public safety. Local labor will be used for portions of the construction projects as much as possible. It is the desire of the cities/communities to provide job opportunities to residents whenever possible; therefore, care must be taken to provide schedule flexibility as well as prevailing wages. In the event local resources are unavailable or supplemental resources are needed, the Contract Project Manager and construction manager will hire laborer(s) to complete the work;
- Materials and Mobilization. Project management, procurement, staging, and design work need to begin and end on the dates specified in each task order provided, as per terms and conditions of a contract(s) issued in against this RFP. To maintain cost effectiveness, material and equipment must be ordered for delivery on the earliest possible barge of any given barge season for the term of the contract. A secure staging area will be set up for short-term materials warehousing. Except for possibly gravel, most of the materials required for projects will be procured outside of the local city/community. Freight charges are one of the key factors in managing budget. Supervise mobilization and freight logistics of all supplies and construction materials;
- Ensure all appropriate design and permitting is accomplished. Utilize the existing preliminary engineering and design report as provided by DHS&EM Project Manager. Ensure specified construction method is utilized. Coordinate any changes from the existing design with the DHS&EM Project Manager. Develop additional design-build plans, architecture, engineering, and permitting should this be needed over and above what is provided as a part of any project application;
- For Structure Elevation projects, ensure all structures are surveyed and inspected by a licensed engineer before construction begins. Ensure structures are evaluated for soundness, elevation preparedness, and structural integrity (including the existing foundations, utilities, etc.). As needed, repair and/or replace glue lam beams under the structures to ensure they can withstand intermediate elevation to crib supports and ultimately the new, permanent height. Photo documentation is required of each structure, taken before, during and after elevation. Provide photos as part of the documentation of contract fulfillment. Ensure individuals structures are elevated in a priority order established in coordination with

the community, DHS&EM Project Manager and Contract Project Manager. Projects may run simultaneously with projected estimates of five (5) days per structure is assessed to complete the construction elevation process;

- Manage project demobilization of contractors, materials and equipment, to include site cleanup; and
- Ensure contracts issued for project work follow all 2 CFR Part 200 and 3002 requirements, with particular emphasis on full and open competition and contracting with small minority firms, women's business enterprise, and labor surplus area firms whenever possible.

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

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

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

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

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

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

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

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

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

For travel from a contractor's place of business located in the State of Alaska, the State will pay round-trip project related travel expenses from the contractor's location to the project location. Example, if Company B is located in Juneau, Alaska and is tasked to perform a project located in Galena, Alaska, The State will pay round-trip travel project related travel expenses from Juneau to Galena. Travel from the contractor's place of business within Alaska or from Anchorage, Alaska to the project location within Alaska must be pre-approved through DHS&EM, and purchased and reimbursed separately from the contract(s) resulting from the RFP.

Travel costs as outline above include all cost associated with travel required to complete a project, to include but not limited to, per diem, airline tickets, lodging, rental vehicle, parking, etc. The State will only pay actual travel expenses from the contractor's place of business within Alaska or from Anchorage, Alaska to the project location within Alaska without additional any additional mark-ups, fees, charges, etc. Baggage fees will be limited to luggage and equipment necessary for the contractor to provide required services. The contractor will be required to provide a copy of all travel documents with their invoice.

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

**Grant Administrative Services Scope of Work.** Grant Administration: All activities necessary solely to fulfill Public Assistance Grant Program requirements. Distinct from normal Contract Project Management activities required for managing projects funded by other means. Duties include, but may not be limited to:

- Data Collection and Dissemination. Activities include collecting disaster damage data, invoices, estimates and support documentation related to one specific project;
- Immediate Needs. Activities to discuss the need for immediate grant funding and collect supporting documentation for one specific project;
- Sub-Applicant Site Identification. Activities carried out to identify and generate a list of damaged sites for one specific project;
- Financial Compliance Reviews. Activities to review or support the compliance of the project with Public Assistance (PA) financial requirements for one specific project;
- Other Funding Anticipation. Activities to document funding, scope of work, and other impacts resulting from mitigation, alternate, improved, or other funding requests for one specific project;

- Project Description Development. Activities related to developing the detailed site-specific damage description component of one specific project worksheet;
- Project Scope Development. Activities related to developing the scope of work component for one specific project worksheet;
- Project Worksheet Writing. Activities attributed to directly producing or writing the project worksheet for one specific project;
- Site Visits. Activities related to visiting, surveying, and assessing sites for one specific project;
- Alternate Projects Development. Activities related to justifying and developing an alternate plan and/or additional activities directly related to on specific improved project request;
- Improved Projects Development. Activities related to justifying and developing an alternate project plan and/or additional activities directly related to one specific improved project request;
- Evaluating/Estimating Cost Overruns. Activities to adjust or estimate cost over/under runs for the purpose of project closeout for one specific project;
- Requesting project time extensions or closeout liquidation time extensions to the state on behalf of the Subrecipient;
- Other Program Management/Close-Out Activities. Activities related to the close-out of one specific project worksheet;
- Preparing Project Worksheet (PW) Versions for Cost Adjustments. Activities to support the development of a new version of the current project worksheet for the purpose of adjusting the project amount for one specific project;
- Project Cost Reconciliations. Activities to assist the grantee with assembling, transmitting, and developing final actual costs for grant closure related to one specific project;
- Project Inspection Request. Activities to respond to grant review, inspection, or closure document request from the grantee for one specific project;
- Project Payment Requests. Activities related to developing, requesting, transmitting, and processing documents to request all or portion of the allocated project award amount for one specific project;
- Applicant Briefing. Activities related to attending and participating in the applicant's briefing for the overall program;
- Other Pre-Award Activity. Any other activities related to general pre-award activities, including identifying and producing eligibility and other crucial documents;
- Request for Public Assistance (RPA) Submission and Processing. Activities related to the subgrantee's submission of its Request for Public Assistance (RPA) for the overall program;
- Project Listing Development;
- Kick-Off Meeting/Recovery Scoping Meeting. Activities related to attending and participating in the applicant kick-off meeting for the overall program;
- Preliminary Cost Estimate. Activities to refine the initial total damage cost estimate before the individual project worksheets are developed;
- FEMA/Grantee Meetings & Responses. Activities related to attending, coordinating, and responding to correspondence and meeting requests from FEMA and grantee officials for the overall program and not specific to one project;
- Project Worksheet (PW) Exit Briefing/Recovery Transition Meeting. Activities related to participation in the exit briefing for the overall program; and

- Program Funding Request Formulation. Activities related to organizing total loss for damaged sites into logical groups.

### SEC. 3.02 CONTRACT TERM

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

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

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

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

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

### SEC. 3.04 CONTRACT TYPE

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

When services are required, the State will contact the most advantageous offeror first with a Task Order with a Statement of Work and Scope of Services. If the most advantageous offeror is unable to provide the required services within the required time, the next advantageous offeror will be contacted. Additionally, if the most advantageous offeror is already involved in a large or complex project for DHS&EM, the State may, at its discretion, award the project to the next advantageous offeror. The State will continue down the list until a contractor is found that is available to provide the required services within the requested time. The State will then issue a Delivery Order with accepted Task Order to the contractor who is able to perform the services. If no

contractor on the list is available to provide required services, the State will take necessary action to procure services from a non-contracted source within the requirements of the State of Alaska Procurement Code.

The contracts resulting from the RFP are based on FIXED HOURLY RATES for providing project and administrative management.

Approval and continuation of a contract resulting from this RFP is contingent upon need and State and/or Federal appropriations for disasters.

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

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

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

### **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 LOCATION OF WORK**

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

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

- Extreme cold climate conditions
- Limited or non-existent lodging, food vendors, and/or grocery stores



- Specialty travel requirements include: small single engine aircraft, rotor wing transport, small watercraft, snowmobiles, all-terrain vehicles, etc.
- Potential wildlife interactions
- Subsistence lifestyle often taking priority over work activities and may disrupt schedules

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

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

**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. 3.09 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 3.10 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.11 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. 3.12 F.O.B. POINT**

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

### **SEC. 3.13 CONTRACT PERSONNEL**

Any change of the project team members 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. 3.14 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. 3.15 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. 3.16 NONDISCLOSURE AND CONFIDENTIALITY**

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

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

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

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

### SEC. 3.17 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.

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

### SEC. 3.19 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

**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

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

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

A conflict of interest statement or disclosure of any potential or known conflicts of interest should be included in the Introduction section of the proposal.

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, METHODOLOGY, AND MANAGEMENT PLAN OF CONTRACT

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

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

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

**Do not** include an organizational chart in this section.

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

## SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

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

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

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

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

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

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

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

#### SEC. 4.05 COST PROPOSAL

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

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

Because of the un-surety of what projects will be done or complexity of the projects, the hourly rate should address all costs anticipated to effectively complete project management and grant administrative related tasks.

**DO NOT include any cost information with or within the technical proposal.** Cost information is to be included only within the cost proposal. Submit only one signed cost proposal and the completed cost proposal form (Attachment 1) in a separately sealed envelope with your offer.

#### SEC. 4.06 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.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 110

### SEC. 5.01 UNDERSTANDING, METHODOLOGY, AND MANAGEMENT PLAN OF CONTRACT (10%)

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

- 1) How well has the offeror demonstrated a thorough understanding of the requirements of a contract resulting from the RFP (how contract will be issued, how orders will be placed against contracts, etc.)?
- 2) How comprehensive is the methodology the offeror intends to employ when issued a Deliver Order (DO) with Task Order under a contract resulting from this RFP? Does it depict a logical approach to fulfilling the requirements of the RFP?
- 3) Does the management plan the offeror intends to follow, if issued a DO with Task Order under a contract resulting from this RFP, clearly delineate who is responsible for overall management of the contract and who will interact with the DHS&EM Project Manager from issuance of the DO with Task Order to the beginning of the project? Is the plan practical and logical?

### SEC. 5.02 EXPERIENCE AND QUALIFICATIONS (50%)

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

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

- a) Did the offeror provide an organizational chart within their proposal and does it illustrate the lines of authority within the company, specifically who will be the primary point of contact for interaction with DHS&EM staff at various phases during the performance of the contract?
- b) Did the offeror provide the title, current business license location, and a brief resume on each key person listed on the organizational chart?
- c) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- d) Does the firm have a minimum of five (5) years of construction management experience managing construction projects valued at \$1,000,000.00 or more and involving multiple methods of site remediation and site management or characterization?
- e) Does the firm have a minimum of five (5) years of contract management experience, specifically with federal procurement rules, and managing contracts valued at \$1,000,000.00 or more on project involving multiple types of material, freight, and construction labor management?
- f) How extensive is the firm's experience in working and communicating with native or tribal councils, leadership, and members in remote communities and villages not connected to a road system, particularly on projects involving ten or more stakeholders, and preferably involving experience within remote Alaska native communities?



- g) How extensive is the firm's experience demonstrating their ability to manage multi-faceted projects of complex scope, using prescribed policies, requiring significant dedication with multiple moving pieces?
- h) How well does the firm's corporate structure allow for the ability to make expeditious decisions based on the Contract Project Manager's education, professional licenses and certification, and experience in rural Alaska without impediment by large corporate processes and multi-chains of command?
- i) To what extent does the firm's corporate structure have a streamlined procurement and business approach to procurement materials and contractor's ability to quickly to react to disasters (i.e. within a week from issuance of a DO form DHS&EM, if not sooner)?
- j) How extensive is the firm experience with grants, particularly with FEMA disaster grant program requirements?
- k) How well has the firm shown their ability within proposal to anticipate and be proactive to minimize conflict, problem field conditions, and change order issues in order to minimize or eliminate risk, particularly those which may arise in remote native communities within the State of Alaska?
- l) Did the offeror provide a list of comparable disaster grant projects completed by their company along with a brief description of the work completed and contact information of an individual should the State wish to confirm satisfactory completion?
- m) Did the offeror provide a list containing a minimum of two professional references to be used to this contract which includes the company name, contact person, address, telephone number and email address?

### **SEC. 5.03 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. 5.04 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.

## 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 CONTRACT NEGOTIATION

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

commenced, they may be held in the B216 conference room on the 2<sup>nd</sup> floor of the Alaska National Guard Armory on Joint Base Elmendorf-Richardson, Alaska.

If the contract negotiations take place on Joint Base Elmendorf-Richardson, Alaska, the offeror will be responsible for their travel and per diem expenses.

## **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offerors

- 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 offerors and the state, after a good faith effort, simply cannot come to terms,

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

## **SEC. 6.09 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. 6.10 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. 6.11 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, Division of Shared Service's** web site:

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

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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. 6.12 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. 6.13 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. 6.14 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. 6.15 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. 6.16 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.**

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

**Offeror #3 receives 33.7 points.**

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

**(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.



## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A. This form is attached in **SECTION 8. ATTACHMENTS** 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 OPPM 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 contact 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.

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Cost Proposal
- 2) Federal Debarment Certification Form
- 3) DHS&EM Assurances for Federally Required Contract Provisions
- 4) Mandatory Antiterrorism Training
- 5) Standard Agreement Form - Appendix A (for review)
- 6) Alaska Bidder Preference Certification
- 7) Offeror's Checklist

The cost provided on this worksheet will be evaluated by the Procurement Officer to determine point awarded for cost in response for cost in response to this RFP. Offeror must include this form with their proposal package.

CATEGORY	HOURLY COST
A. Hourly Rate for Contract Project Manager (CPM)	\$
B. Hourly Rate for Grant Administrative Services	\$
<b>TOTAL OF A AND B</b>	\$

The costs offered for the Hourly Rate must include ALL DIRECT COSTS associated with the performance of the contract, including, but not limited to direct expenses, payroll, employee benefits, mark-ups, internal administrative costs, supplies, equipment, overhead, and profit. NO INDIRECT COSTS ARE ALLOWED.

Conflict of Interest Statement	
As required by Section 1.07 of this ITB: <u>Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest</u> (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 Bid Schedule 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 1.07.	
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):	

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Authorized Company/Firm Representative

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

\_\_\_\_\_  
Printed Name and Title

**END OF ATTACHMENT 1.**

## ATTACHMENT 2: FEDERAL DEBARMENT CERTIFICATION FORM

### **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.

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Name and Title of Authorized Representative

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Signature

---

Date



## **Federal Debarment Certification Form Instructions**

### **Instructions for Certification**

1. 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 Village Safe Water (VSW) program 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, 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 VSW for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees 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 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.

**END OF ATTACHMENT 2.**

## ATTACHMENT 3: DHS&EM ASSURANCES FOR FEDERALLY REQUIRED CONTRACT PROVISIONS

### DHS&EM Assurances for Federally Required Contract Provisions

A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses. Certain assurances may not be applicable to your project. If you have questions, please contact DHS&EM.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. *(Contracts more than the simplified acquisition threshold: > \$100,000.)*
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. *(All contracts in excess of \$10,000.)*
3. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
4. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
5. Comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. Comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

7. Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
8. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
9. Comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
10. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
11. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
12. Comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
13. Comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
14. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
15. Cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
16. Comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**END OF ATTACHMENT 3.**

## ATTACHMENT 4: 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 4.**

## ATTACHMENT 5: STANDARD AGREEMENT FORM – APPENDIX A

### APPENDIX A

#### GENERAL PROVISIONS

##### Section 9.

##### Article 1. Definitions.

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

##### Article 2. Inspections and Reports.

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

##### Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

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

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

##### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

##### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

##### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

**END OF ATTACHMENT 5.**

## ATTACHMENT 6: 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 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 partner 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 OF ATTACHMENT 6.**

## ATTACHMENT 7: CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

<p style="text-align: center;">STATE OF ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT</p>
<p style="text-align: center;"><b>CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS</b></p>
<p>Participants should refer to the regulations cited below to determine the certification to which they are required to attest. Participants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Department of Justice 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Division of Homeland Security determines to award the covered transaction, grant, or cooperative agreement.</p>
<p><b>1. LOBBYING</b></p> <p>As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the participant certifies that:</p> <p>(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;</p> <p>(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;</p> <p>(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.</p>
<p><b>2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)</b></p> <p>As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510</p> <p>A. The participant certifies that it and its principals:</p> <p>(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;</p> <p>(b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and</p> <p>B. Where the participant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this proposal.</p>
<p><b>3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)</b></p> <p>As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620</p> <p>A. The participant certifies that it will or will continue to provide a drug-free workplace by:</p> <p>(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;</p> <p>(b) Establishing an on-going drug-free awareness program to inform employees about</p> <p>(1) The dangers of drug abuse in the workplace;</p> <p>(2) The grantee's policy of maintaining a drug-free workplace;</p> <p>(3) Any available drug counseling, rehabilitation, and employee assistance programs; and</p> <p>(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;</p> <p>(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);</p>

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## ATTACHMENT 8: OFFEROR’S CHECKLIST

The following list is provided to assist offerors with providing a complete proposal package. This checklist may not be all inclusive. It is the offeror’s responsibility to ensure all required documentation, including any issued MANDATORY RETURN amendments are included in their proposal package no later the specified closing date and time for this RFP. *NOTE: This checklist is not required to be returned with the proposal package.*

- \_\_\_\_ 1. Technical Proposal (One signed and three copies)
- \_\_\_\_ 2. Cost proposal (Attachment 1)
- \_\_\_\_ 3. Federal Debarment Certification Form (Attachment 2)
- \_\_\_\_ 4. Mandatory Antiterrorism Training Form (Attachment 4)
- \_\_\_\_ 5. Alaska Bidder Preference Form, if applicable (Attachment 6)
- \_\_\_\_ 6. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment 7)
- \_\_\_\_ 7. Mandatory Return Amendments to this RFP, is issued by the DMVA DAS/Procurement Office

**END OF ATTACHMENT 7.**

**END OF RFP 230000021.**