

STATE OF ALASKA REQUEST FOR PROPOSALS



PAYROLL SERVICES

RFP 23-VSW-VAR-025

ISSUED APRIL 4, 2023

ISSUED BY:

DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01 PURPOSE OF THE RFP	4
SEC. 1.02 BUDGET	4
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	4
SEC. 1.07 RETURN INSTRUCTIONS.....	5
SEC. 1.08 PROPOSAL CONTENTS.....	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO PROPOSALS	6
SEC. 1.11 AMENDMENTS TO THE RFP	6
SEC. 1.12 RFP SCHEDULE.....	6
SEC. 1.13 PRE-PROPOSAL CONFERENCE	7
SEC. 1.14 ALTERNATE PROPOSALS	7
SEC. 1.15 NEWS RELEASES.....	7
SECTION 2. BACKGROUND INFORMATION.....	8
SEC. 2.01 BACKGROUND INFORMATION	8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION.....	10
SEC. 3.01 SCOPE OF WORK	10
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE.....	12
SEC. 3.03 DELIVERABLES	12
SEC. 3.04 HISTORICAL DATA	13
SEC. 3.05 RECORDS.....	13
SEC. 3.06 CONTRACT TYPE	13
SEC. 3.07 PAYMENT PROCEDURES	13
SEC. 3.08 CONTRACT PAYMENT.....	14
SEC. 3.09 MANDATORY REPORTING	14
SEC. 3.10 LOCATION OF WORK.....	14
SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS.....	15
SEC. 3.12 SUBCONTRACTORS.....	15
SEC. 3.13 JOINT VENTURES.....	15
SEC. 3.14 RIGHT TO INSPECT PLACE OF BUSINESS.....	15
SEC. 3.15 F.O.B. POINT.....	15
SEC. 3.16 CONTRACT PERSONNEL	15
SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	15
SEC. 3.18 CONTRACT CHANGES - AMENDMENTS	16
SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY	16
SEC. 3.20 INDEMNIFICATION	17
SEC. 3.21 INSURANCE REQUIREMENTS	17
SEC. 3.22 TERMINATION FOR DEFAULT	18
SECTION 4. PROPOSAL FORMAT AND CONTENT	19
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	19
SEC. 4.02 INTRODUCTION	19
SEC. 4.03 UNDERSTANDING OF THE PROJECT	19
SEC. 4.04 METHODOLOGY USED FOR THE PROJECT	19

SEC. 4.05	MANAGEMENT PLAN FOR THE PROJECT	19
SEC. 4.06	EXPERIENCE AND QUALIFICATIONS	19
SEC. 4.07	COST PROPOSAL	20
SEC. 4.08	EVALUATION CRITERIA	20
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	21
SEC. 5.01	UNDERSTANDING OF THE PROJECT (5%)	21
SEC. 5.02	METHODOLOGY USED FOR THE PROJECT (5%)	21
SEC. 5.03	MANAGEMENT PLAN FOR THE PROJECT (10%)	21
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (35%)	21
SEC. 5.05	CONTRACT COST (40%)	22
SEC. 5.06	MBE/WBE PREFERENCE (5%)	22
SECTION 6.	GENERAL PROCESS INFORMATION	23
SEC. 6.01	INFORMAL DEBRIEFING	23
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	23
SEC. 6.03	SITE INSPECTION	23
SEC. 6.04	CLARIFICATION OF OFFERS	24
SEC. 6.05	DISCUSSIONS WITH OFFERORS	24
SEC. 6.06	EVALUATION OF PROPOSALS	24
SEC. 6.07	CONTRACT NEGOTIATION	24
SEC. 6.08	FAILURE TO NEGOTIATE	24
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	25
SEC. 6.10	PROTEST	25
SEC. 6.11	MBE/WBE PREFERENCE	26
SEC. 6.12	MBE/WBE CERTIFICATION	27
SEC. 6.13	FORMULA USED TO CONVERT COST TO POINTS	27
SECTION 7.	GENERAL LEGAL INFORMATION	28
SEC. 7.01	STANDARD CONTRACT PROVISIONS	28
SEC. 7.02	QUALIFIED OFFERORS	28
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT	28
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	28
SEC. 7.05	HUMAN TRAFFICKING	28
SEC. 7.06	RIGHT OF REJECTION	29
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	29
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	29
SEC. 7.09	ASSIGNMENTS	30
SEC. 7.10	DISPUTES	30
SEC. 7.11	SEVERABILITY	30
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS	30
SEC. 7.13	SOLICITATION ADVERTISING	30
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	30
SEC. 7.15	AGE DISCRIMINATION ACT OF 1975	31
SEC. 7.16	DRUG FREE WORKPLACE ACT OF 1988	31
SEC. 7.17	BYRD ANTI-AMENDMENT	31
SEC. 7.18	FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	31
SEC. 7.19	BAYH DOLE ACT	32
SEC. 7.20	HOTEL AND MOTEL FIRE SAFETY ACT	32
SEC. 7.21	PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	32
SECTION 8.	ATTACHMENTS	33

SEC. 8.01 ATTACHMENTS	33
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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Environmental Conservation, Division of Water, Village Safe Water (VSW) Program is soliciting proposals for payroll services. The contractor will perform the payroll services outlined in this RFP for all labor on VSW force account construction projects. This request for proposals is not soliciting for Software as a Service (SaaS). Offerors that submit SaaS proposals will cause their proposal to be considered non-responsive and rejected.

SEC. 1.02 BUDGET

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation. The department anticipates allocating \$250,000.00 per contract term.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Time on 4/25/2023. 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:

- The offeror must have a Certified Public Accountant (CPA) as part of the project team. See RFP section 4 Proposal Format and Content. The CPA must have an active professional CPA license in the State of Alaska. The Program must be Public Accountancy and the License Type must be Certified Public Accountant as indicated in the State's Professional License database found here: <https://www.commerce.alaska.gov/cbp/main/Search/Professional>.

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

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. 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: Evan Patterson– EMAIL: evan.patterson@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Proposals must be submitted via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to john.mcdonald@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) 269-7602 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) 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.

(e) FEDERAL REQUIREMENTS

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

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 4/4/2023 (Minimum 21-days circulation period between issue and deadline for receipt of proposals dates and requires posting on the State of Alaska Online Public notice web site.),
- Deadline for Receipt of Proposals 4/25/2023 @ 2:00 PM,
- Proposal Evaluation Committee complete evaluation by 5/12/2023,

- State of Alaska issues Notice of Intent to Award a Contract 5/19/2023,
(Minimum period between issuing Notice of Intent and issuing contract is 10 days - to allow time for protests.)
- State of Alaska issues contract 5/31/2023,
- Contract start 6/1/2023.

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 Environmental Conservation, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

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.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

In 1970, the State of Alaska legislature established the Village Safe Water program when it passed the Village Safe Water Act (Alaska Statute 46.07). The purpose of the act was "to establish a program designed to provide safe water and hygienic sewage disposal facilities in villages in the state" (AS 46.07.010). The Village Safe Water Program was subsequently established in the State of Alaska, Department of Environmental Conservation with the mission "to work with rural communities to develop sustainable sanitation facilities."

To execute this mission, VSW oversees the planning, design and construction of water and sewer sanitation capital projects in small communities throughout Alaska. These facilities include but are not limited to the following:

- Water treatment plants including industrial plumbing, HVAC and electrical
- Bolted and Welded Steel Water Tanks
- Piped water distribution systems including storage (both buried and above ground)
- Piped wastewater collection systems (gravity, vacuum and pressure) (both buried and above ground)
- Wastewater lagoons
- Community water and sewer haul systems
- Washeterias (community laundry, showering and potable water source)
- Individual onsite water wells and septic systems
- Residential Plumbing, HVAC and Electrical
- Single and Multi-story Engineered Steel Buildings
- Pile Foundations
- Concrete Slab-on-Grade Foundations
- Gravel Pad and Road Construction
- Gravel Roads
- Wooden Boardwalks
- Utilidors

The core services of the VSW Program are:

- Allocating funding for water and sewer planning studies, design, and construction projects,
- Administering funding for sanitation infrastructure improvement projects, and
- Delivering projects by managing and completing project requirements.

Funding for the VSW program comes from a combination of federal grants from three federal agencies (Indian Health Service, US Department of Agriculture – Rural Development and the Environmental Protection Agency) and State of Alaska legislative capital appropriations. VSW enters into Cooperative Project Agreements with communities to manage the planning, design and construction of projects on behalf of the communities.

VSW is a project management office staffed by individuals with engineering and project management education and training, including several Professional Engineers licensed by the State of Alaska, with expertise in water and sewer sanitation facilities in remote locations. VSW project managers oversee the planning, design and

construction management services required for each individual VSW project. The services required for each project is primarily performed by engineering services and/or construction management firms under contract.

In some instances, VSW projects are implemented through a construction contract. However, the preferred construction method employed by VSW is force account, meaning the projects employ local residents for the construction with oversight by VSW and a construction management consulting firm.

AS 46.07.040(b) directs VSW to use workers from the village to the maximum extent feasible in which the facility is being constructed. The benefits of construction by force account are:

- Provides jobs in rural communities where unemployment levels are often high, which provides an economic boost to the community;
- Provides training for local residents to acquire new skills; and
- Helps the community feel more connected to the facility and therefore, more inclined to properly operate and maintain the facility after completion.

Under the force account method, construction work is performed by local labor from the village, with oversight from a Construction Management (CM) firm and VSW. VSW develops and manages the CM firm's contract and the CM firm directly manages the construction of the project. The CM services include, but are not limited to, procuring materials and equipment and transporting them to the community, providing an on-site superintendent, hiring outside skilled labor if necessary, hiring and directing local labor, inspecting, supporting and documenting the construction, and tracking and reporting all construction costs. Depending on the complexity of the construction, most of the construction work is performed by the local labor crew under the supervision of a superintendent. The superintendent is directly responsible for constructing the work according to the approved construction drawings and is supervised by the CM firm. The force account laborers are employees of the project.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The contractor shall provide the following payroll services for the force account construction laborers of village sanitation projects administered by VSW. The contractor shall provide the required services using Generally Accepted Accounting Principles (GAAP).

For the purpose of this RFP, force account construction laborers are defined as employees residing in the community in which the project is occurring. Each community may have multiple projects on which laborers may work. Labor expenses must be recorded according to the appropriate project, and all payroll tax reporting must be done under the relevant community tax identification number.

1) PAYROLL AND CHECK PROCESSING

The contractor shall prepare payroll calculations and process payroll checks from approved time reports once every two weeks. For each community tax identification number, the contractor will prepare and submit related tax reports for construction labor, make the required payroll tax payments, perform all required payroll tax and other reporting, and compute worker's compensation amounts payable. The contractor will prepare monthly reports of payroll activity to VSW in the format designated by VSW.

- a. Project superintendents managing force account laborers will submit timesheets to VSW no later than Monday at 10:00 AM every other week. This will be referred to as Monday of Week 1. VSW will provide approved timesheets to the contractor by the close of business (COB) on Tuesday of Week 1.
- b. The contractor shall prepare payroll calculations and related tax reports for construction labor as required during the term of the project upon receipt of time reports from VSW. The contractor assumes responsibility that the gross pay and required deductions are properly calculated.
- c. Upon completion of the payroll calculations and tax reports, but no later than COB on Thursday of Week 1, the contractor shall provide VSW with the reports.
- d. VSW will transfer funds to a designated account for all new payroll expenses such that the funds will be available no later than Wednesday of Week 2.
- e. The contract shall issue payments to employees on Friday of Week 2 if the employee worked during any part of the pay period.
- f. The contractor shall ensure all employees are paid in a timely manner for the hours they worked in the current pay period being processed.
- g. The contractor shall be responsible for ensuring all employees are paid accurately according to the pay rate provided by VSW. Some employees perform more than one task for a project. Timesheets will note the number of hours the employee has worked on each job type. The contractor will ensure that each employee is paid according to the information listed on their timesheets.
- h. The contractor shall place employee checks and pay stubs in individual sealed envelopes with the employee's name on the outside of the envelope.
- i. The project manager may request the contractor mail all employee checks in a single envelope addressed to a recipient the project manager designates, such as a superintendent. The project manager may request the contractor mail employee checks to each individual.
- j. The contractor shall process payroll for employees acting in multiple job classes in the same pay period.
- k. The contractor shall have the ability to perform electronic direct deposit of payroll checks into an individual's designated bank account.

- l. If the contractor makes an error in excess of \$100.00 on an employee's paycheck, the contractor shall issue a separate check immediately upon discovery of the error. VSW will not be charged for the corrective check.
- m. If the contractor makes an error of less than \$100.00 on an employee's paycheck, the contract shall correct the error on the subsequent paycheck.
- n. VSW will provide a list of all active projects, with the associated superintendents, to the contractor. VSW is responsible for updating this list. The contractor will notify VSW of any timesheets not received from the superintendent of any active project. The notification will be issued on the last day the contractor processes payroll for that pay period.
- o. The contractor shall process payroll checks for terminated employees within three (3) days of receipt of the completed timesheet or as required by law.
- p. The contractor shall issue stop payment and re-issue checks upon request by VSW.
- q. The contractor shall monitor all checks issued. If a check has not been redeemed after six months from its issue date, it will be considered stale dated. The contractor will then process a stop payment and reissue a new check.
- r. Occasionally, laborers may be employed from outside the community and are eligible to receive per diem. Per diem is generally reported along with the employee's timesheet. The contractor shall issue per diem checks within four (4) days from the time documentation is received by the contractor.

2) OTHER ROUTINE SERVICES

The contractor shall complete the following tasks. The contractor shall not charge the department an additional fee for these services.

- a. Use a project coding structure as established by VSW. Coding enables VSW to track project cost and funding information. The coding structure will include a designation for each project. Other codes also required are standardized scope of work codes (to be provided by VSW), Worker's Compensations codes, and State of Alaska Department of Labor Job Class Codes.
- b. Establish and maintain a bank account. The account must be with a bank with an active State of Alaska business license and any other applicable licenses. Any interest earnings belong to VSW. VSW shall be named as the beneficial owner and the contractor will be named as the title owner on the account. VSW will transfer funds to this account for the purposes of funding payroll. Funds shall not be used for any other purpose. Transfer requests shall include documentation from the contractor to support the payroll amounts required. In addition to monthly statements, the contractor shall provide a detailed summary to VSW showing a breakdown of funds in the bank account within ten (10) days of month end.
- c. Establish and maintain one general ledger for all payroll activity that consists of an asset account (the bank account cash) and one liability account for each project. The contractor shall provide the general ledger report and bank account statement to VSW on a monthly basis within ten (10) days of month end.
- d. The contractor shall reconcile the monthly bank account statement to the general ledger accounting record on a monthly basis. The contractor shall provide the reconciliation to VSW on a monthly basis within ten (10) days of month end.
- e. Prepare an application for Federal ID number and Status Report (SS-4) and Application for State ESC number.
- f. Process Internal Revenue Service Form SS-4, "Application for Employer Identification Number (EIN) and Certification.
- g. Execute IRS Form 2848, "Power of Attorney and Declaration of Representative," to request that the CPA firm represent the community on any IRS matters.

- h. Receive IRS Form W-9, “Request for Taxpayer ID# Certificate,” file the EID # assigned, and send a copy to the financial institution and other necessary entities. If the form is incomplete, or incorrectly filled out, the contractor shall return it to the project manager for completion or correction.
- i. There are routine interruptions in rural construction and force account employees sometimes move between community projects. It is convenient to be able to apply the same employee forms, including I-9s and W-2s, after a project hiatus or to a different project for VSW project employees. The contractor shall maintain employee information in accordance with Section 3.05 so it is available to complete payroll on the originating VSW project or a different VSW project.
- j. Complete “Employers Registration Form” – Alaska Department of Labor Employment Security Division.
- k. Prepare and complete Federal and State tax statements as required for each community tax identification number quarterly and annually, including W-2’s, W-3’s and 1099 reporting.
- l. Commit funds each pay period for payroll taxes for the community and insurance premiums for the project and make payments quarterly to appropriate agencies.
- m. Compute Workers’ Compensation amounts payable by project in conjunction with payroll computations. The Workers’ Compensation payable estimates computed by project shall be provided to VSW on a monthly basis and will be paid by the contractor.
- n. Provide payroll data as requested by other governmental agencies for unemployment claims, public assistance request, etc., and respond to garnishment letters that affect employee payroll. Requests shall be responded to within a reasonable time frame.
- o. Provide information and access to necessary project records upon request in conjunction with financial audits performed on the VSW program and attend associated meetings between auditors and VSW.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The initial term of the contract will be from the date of award, approximately June 1, 2023, through June 30, 2024. There are four (4) – 1 year renewal options to be exercised at the State’s sole discretion.

The approximate contract schedule is as follows:

Initial contract term:	June 1, 2023 – June 30, 2024
Renewal option 1:	July 1, 2024 – June 30, 2025
Renewal option 2:	July 1, 2025 – June 30, 2026
Renewal option 3:	July 1, 2026 – June 30, 2027
Renewal option 4:	July 1, 2027 – June 30, 2028

Unless otherwise provided in this RFP, VSW 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 contractor will be required to provide the following deliverables:

1. Payroll and check processing,
2. Other services.

SEC. 3.04 HISTORICAL DATA

The following table represents the volume of payroll units that have been issued for each year. Actual quantities in the subsequent contract will vary.

<u>Year</u>	<u>Timesheets Processed</u>
2016	1040
2017	683
2018	596
2019	4991
2020	332

SEC. 3.05 RECORDS

Records must be stored in a secure storage area, see section 3.20 Nondisclosure and Confidentiality for further information. The contractor shall provide records within 15 calendar days of VSW's request. The contractor shall provide electronic records to VSW using an appropriate format compatible with the Microsoft Office Suite of applications. Records shall be provided to VSW at no additional charge.

- a) The contractor will retain original copies of payroll related records for seven (7) years following termination of the contract. The records will be made available for review upon request during the retention period at no cost to the State.
- b) The contractor will keep records of the number of hours each force account employee works in each job class category. This information must be reported to VSW annually in a format acceptable to the department.

SEC. 3.06 CONTRACT TYPE

This contract is a fixed fee contract.

SEC. 3.07 PAYMENT PROCEDURES

The contractor shall bill VSW a flat fee unit based on the quantity of payroll checks issued each month. Each payroll check issued to an individual force account employee is a unit. Each unit includes the cost of Deliverable 1 and Deliverable 2, as defined in Section 3.03.

Example: A month-long VSW project using a bi-weekly payroll system with ten (10) force account employees for Pay Period One. In Pay Period Two, the project reduces staffing to five (5) force account employees, each of whom also worked during Pay Period One. This scenario would generate the following billings for the contractor. The unit price of \$50.00 is only an example.

Bi-Weekly Pay Period	Timesheets Processed	Unit Price	Billable Amount	Total Amount
One	10	\$50.00	\$500.00	\$500
Two	5	\$50.00	\$250.00	\$250
Total Invoice for this Month				\$750.00

The contractor shall not charge VSW for corrective checks that are the fault of the contractor. The contractor may charge VSW for corrective checks that are the fault of VSW or a VSW contractor.

If there were no services billed during a month, the contractor shall only bill their Monthly Service charge. Invoices shall be submitted within 30 days of the preceding month. VSW will pay the invoice within 30 days of receiving a valid undisputed invoice.

The cost of postage to mail physical payroll checks to force account employees shall not be included in the unit price. The actual postage cost shall be billed as a separate line item on each monthly invoice. No markup is allowed. Since the cost of postage can vary throughout Alaska, the invoice shall itemize postage by community and checks mailed for a total cost. The contractor can include postage for reissued or corrective checks issued as a result of a VSW error, but those must be indicated on a separate line item on the invoice. Within three (3) days of VSW's request, the contractor shall provide VSW any postage receipts to justify postage cost.

SEC. 3.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation 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. 3.09 MANDATORY REPORTING

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information for each community: community, project name, amount of checks issued each pay period, corrective checks issued each pay period and postage.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done via email to the procurement officer.

SEC. 3.10 LOCATION OF WORK

The work must be performed, completed, and managed within the State of Alaska.

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

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

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

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

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

SEC. 3.11 THIRD-PARTY SERVICE PROVIDERS

Section not used.

SEC. 3.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 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, such as record storage areas. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.15 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. 3.16 CONTRACT PERSONNEL

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

SEC. 3.17 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. 3.18 CONTRACT CHANGES - 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 manager 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 Environmental Conservation or the Commissioner's designee.

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 Environmental Conservation or the Commissioner's designee.

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

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

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- a) Employee records, including, but not limited to, social security numbers, driver's license numbers, Alien Registration Numbers, financial or medical records, biometrics, or criminal history; and
- b) Tax information.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is

permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.20 INDEMNIFICATION

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

SEC. 3.21 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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. 3.22 TERMINATION FOR DEFAULT

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

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

The offeror must describe the procedures for completing the work and describe any tools that will be used to manage the work.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, to include their Certified Public Accountant; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

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

- title,
- resume,
- location(s) where work will be performed, and
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must describe any past or pending regulatory or legal issues, or state there are no past or pending regulatory or legal issues. Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit the attached Cost Proposal form. Proposed costs must include the cost of Deliverable 1 and Deliverable 2 and include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, record storage, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The cost to mail payroll checks shall be separately billed and not included as a direct/indirect cost. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed. See section 3.07 for further information.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5 Evaluation Criteria and Contractor Selection.

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (35%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience processing payroll for projects similar to those managed by VSW?
- b) Are resumes complete and demonstrate experience that is desirable for individuals that would be engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- d) How sufficient is the quantity of payroll staff assigned to this project?

2) Questions regarding the firm:

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How extensive is the firm's experience working with state or federal government agencies?
- c) How extensive is the firm's experience providing payroll services for rural Alaskan construction projects?
- d) How well does the firm demonstrate a history of timely and successful completion of projects?
- e) Has the firm described any past or pending regulatory or legal issues?
- f) Has the firm provided letters of reference from previous clients?

SEC. 5.05 CONTRACT COST (40%)

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

Converting Cost to Points

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

SEC. 5.06 MBE/WBE PREFERENCE (5%)

If an offeror qualifies for the MBE/WBE Preference, the offeror will receive the MBE/WBE Preference. The preference will be 5% of the total available points. This amount will be added to the overall evaluation score of each qualified 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 such a 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 offeror 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 offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 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 MBE/WBE PREFERENCE

To receive the points, the qualified Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) Contractor or subcontractor must provide evidence of certification and the work that they shall perform.

This procurement is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

In order to be deemed a bona fide Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE) a firm must be an independent business concern which is a least fifty-one percent (51%) owned and controlled by minority group members or women.

It is the responsibility of the offeror to include in their proposal their qualifications and/or of the qualifications of their subcontractors for this preference. It is also the responsibility of the offeror claiming eligibility for this preference to pledge in their proposal that the eligible subcontractor will be **guaranteed** the proposed work.

Following is an example of how the preference points will be calculated for qualifying businesses:

MBE/WBE Offeror's Preference

[STEP 1]

Determine the number of points available to MBE/WBE eligible offerors under this preference.

Total number of points available in this example situation = 100 Points

100	x	5%	=	5
Total Points		MBE/WBE Offeror's Percentage Preference		Number of Points Available to Eligible Offerors Under MBE/WBE Preference

[STEP 2]

Add the preference points to the qualified MBE/WBE RFP's. In a hypothetical situation, there are three (3) offerors. After being evaluated, each received the following points:

Offeror #1	95 points
Offeror #2	90 points
Offeror #3	92 points

Before preference points are calculated, offeror #1 is the apparent winner. However, in this hypothetical situation, offeror #2 and offeror #3 are eligible for the MBE/WBE preference. After adding five points to their scores, offeror #3 is the new apparent winner, with 97 points.

Sec. 6.12 MBE/WBE CERTIFICATION

In order to qualify for the Women’s Business Enterprises (WBE) or Minority Business Enterprises (MBE), the business must obtain certification from any of the following organizations:

- United States Small Business Administration,
- United States Department of Transportation,
- Indian Tribal Governments,
- State/local Governments,
- Independent private organizations.

To qualify for the federal Environmental Protection Association, Disadvantaged Business Enterprises program, an entity must be certified, and such certification must meet the criteria as stipulated in 40 CFR §33.202 and/or §33.203.

Offerors may provide their MBE/WBE certification number on the proposal form. If a certification number is not available then the offeror must provide a letter from the certifying agency verifying the offerors certification status.

SEC. 6.13 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:

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to comply with Appendix A General Provisions. 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.

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

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

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed

on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and is not otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
 - **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

Price Change Threshold: No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 7.15 AGE DISCRIMINATION ACT OF 1975

The Contractor agrees to comply with all requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

SEC. 7.16 DRUG FREE WORKPLACE ACT OF 1988

The Contractor agrees to comply with all requirements of the regulations implementing Sections 5151- 5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C, 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952).

SEC. 7.17 BYRD ANTI-AMENDMENT

The contractor and subcontractor agrees to comply with all requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352). A certification must be completed and submitted by the contractor and subcontractor prior to award. If the contractor and/or subcontractors do not complete the Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions shall be disqualified from consideration. This form will be required to be submitted during annual renewals of the contract.

SEC. 7.18 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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 or bid (by the offeror or bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be completed and submitted by the Contractor and Subcontractor prior to award. 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). This form will be required to be submitted during annual renewals of the contract.

SEC. 7.19 BAYH DOLE ACT

The contractor must comply with all requirements of the Bayh-Dole Act and also as the University and Small Business Patent Procedures Act of 1980.

SEC. 7.20 HOTEL AND MOTEL FIRE SAFETY ACT

The contractor must comply with all requirements of the Hotel and Motel Fire Safety Act of 1990.

SEC. 7.21 PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

On projects using federal funds, the contractor shall comply with the requirements of 2 CFR 200.216, as amended effective August 13, 2020, Federal Register, Vol. 85, No. 157, 49506 - 49582, Prohibition on certain telecommunication and video surveillance services or equipment.

By signature of the bid, proposal, contract or contract amendment the contractor certifies the contractor and subcontractors have not entered into a contract nor extended or renewed a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by:

- a. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. Hera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The contractor shall further certify that it has complied the requirements of 2 CFR 200.216, as amended effective August 13, 2020, Federal Register, Vol. 85, No. 157, 49506- 49582 and that it will continue to do so throughout the term of the contract.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal Form;
- 2) Standard Agreement form / Appendix A: General Provisions;
- 3) Appendix B: Federal Debarment Certification Form;
- 4) Appendix C: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

COST PROPOSAL FORM

Offerors must complete this cost proposal form. Do not modify this form or enter additional information on this form. The Proposed Flat Fee Pay Unit shall not exceed the tenth decimal place. See Section 4.07 Cost Proposal for further information.

Item	Monthly Pay Unit Range	Pay Unit Cost Flat Fee
A	Monthly Service charge (only billable if zero (0) Monthly Pay Units are issued).	\$
B	1 – 25	\$
C	26 – 50	\$
D	51 – 75	\$
E	76 – 100	\$
F	101 – 125	\$
G	126 – 150	\$
H	151 – 175	\$
I	Total Unadjusted Amount (A through H = I)	\$
J	MBE / WBE 5% Preference (I x 5% = J), or \$0.00 if not applicable	\$
K	Total Adjusted Amount for Evaluation purposes only (I – J = K)	\$

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	hereafter the State, and
9. Contractor <div style="text-align: right;">hereafter the contractor</div>			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 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.

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, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Name and Title of Authorized Representative

Signature

Date

Federal Debarment Certification Form Instructions

Instructions for Certification

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

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The contractor and any subcontractors must return this completed certification form to the contract administering office.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (Type or Print)

TITLE:

(signature)

(date)

FAR 52.203-11**CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)** (a) *Definitions*. As used in this provision—"Lobbying contact" has the meaning provided at [2](#)

[U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

CONSENT TO USE OF ELECTRONIC SIGNATURES

BY CHECKING HERE, I AGREE TO THE USE OF ELECTRONIC SIGNATURES AS VALID, LEGALLY BINDING SUBSTITUTES FOR ORIGINAL, HANDWRITTEN SIGNATURES ON THIS DOCUMENT.

Company _____

Name (signature) _____

Name (printed) _____

Title _____ Date of execution _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.