

STATE OF ALASKA REQUEST FOR PROPOSALS



TECHNICAL SPECIALIST FOR STATE DISASTER SUPPORT RFP 24000007

ISSUED NOVEMBER 2, 2023

THE STATE OF ALASKA, DEPARTMENT OF MILITARY AND VETERAN'S AFFAIRS, DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT IS SEEKING COMPETITIVE PROPOSALS FROM QUALIFIED CONTRACTORS TO PROVIDE DAMAGE ESTIMATORS, AND JOINT FIELD OPERATIONS, PUBLIC ASSISTANCE, AND HAZARD MITIGATION SPECIALIST FOR STATE DISASTER SUPPORT WITHIN THE STATE OF ALASKA ON AN AS-NEEDED BASIS.

ISSUED BY:

DEPARTMENT OF MILITARY AND
VETERAN'S AFFAIRS
DIVISION OF ADMINISTRATION

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Military and Veteran’s Affairs, Division of Homeland Security and Emergency Management, is soliciting proposals for from qualified contractors to provide Damage Assessment Estimators, joint field assistance, hazard mitigation technical assistance, program supervision, Individual Assistance Case Management Specialist, administrative assistance, Building Resilience Infrastructure and Community (BRIC) Technical Assistance Specialist, and mitigation employees for disaster support within the State of Alaska on a as needed basis.

SEC. 1.02 BUDGET

Department of Military and Veteran’s Affairs, Division of Homeland Security and Emergency Management, estimates a budget of between budget not to exceed 20 million dollars for completion of all services under a Master Agreement Contract (MA) resulting from this RFP for the entire term of the MA. MA agreement is for three-year term with an optional two-year renewal to be exercised at the sole discretion of the State. Actual costs will vary depending upon the number of services required by disaster(s) occurring within the period of performance. The State does not guarantee a minimum or maximum number of services to be performed or dollar amount to be spent under any MA resulting from this RFP.

Approval or continuation of a MA resulting from this RFP is contingent upon legislative appropriation. Funding source for a master agreement and subsequent delivery orders resulting from this RFP will vary and may involve State, Federal, or a mixture of both State and Federal funds. Because federal funds may be used for a MA resulting from this RFP, offerors must be enrolled in the Federal System for Awards Management, SAM (www.sam.gov) at the time of offering and not be debarred or suspended from doing business with the Federal government or State of Alaska. Successful Contractor(s) for a MA resulting from this RFP must remain enrolled in SAM and must not be debarred or suspended from doing business with the Federal government or the State of Alaska at any time during the full term of the MA. Failure to do so will result in immediate termination, for default, of the offender’s contract.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Standard Time on November 27, 2023, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

For offers to be considered responsive offerors must meet these minimum prior experience requirements, this should be listed in Submittals Forms – Experience and Qualifications:

- A minimum of three (3) years of experience in the field of estimating, adjustments, claims for residential structures, automobiles, recreational vehicles, snowmobiles; and
- A minimum of three (3) years of experience in performing public assistance oversight that aligns with FEMA policies; https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf and
- A minimum of three (3) years of experience in performing mitigation assistance oversight that aligns with FEMA policies https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf; and

- Experience in working and communicating with native or tribal councils, leadership, and members in remote communities and villages not connected to a road system, preferably involving experience working within remote Alaska native communities.

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 listed in this RFP. 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: Brandy L. Halverson – Phone: 907.428.7221- Email:
MvaDasProcurement@alaska.gov.

SEC. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may skip this section.

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Military and Veteran's Affairs
Division of Administrative Services
Attention: Procurement
Request for Proposal (RFP) Number: 240000007

RFP Title: **Technical Specialist for State Disaster Support**

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

PO Box 5800
Joint Base Elmendorf-Richardson, Alaska 99505

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

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

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to MvaDasProrement@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. 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 with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at 907.428.7221 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this 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. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released	N/A	11/2/2023
Pre-Proposal Conference	11:00 AM	11/13/2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	11/27/2023
Proposal Evaluations Complete	N/A	12/8/2023

Notice of Intent to Award	N/A	12/11/2023
Contract Issued	N/A	1/1/2024

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

SEC. 1.12 PRE-PROPOSAL TELECONFERENCE – NON-MANDATORY

A pre-proposal teleconference will be held at 11:00AM, Alaska Time, on November 13, 2023. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting. After registering to receive amendments and notifications with the Procurement Officer, a Teams Meeting invitation will be sent to the interested offeror.

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska, Department of Military and Veteran's Affairs (DMVA), Division of Homeland Security and Emergency Management (DHS&EM) is a State-government organization that administers State and Federal emergency management programs enabled by the Federal and State regulations, specifically Alaska Statute 26.23 and the Federal Stafford Act. The Individual Assistance, Public Assistance, and Hazard Mitigation sections of DHS&EM are responsible for assisting FEMA in the award of grants to assist State, Local, and tribal governments, as well as certain types of private non-profit entities with the response and recovery from disasters through the Individual Assistance, Public Assistance, and Hazard Mitigation programs. Specifically, the program aids with debris removal, implementation of emergency protective measures, and permanent restoration of infrastructure and mitigation.

When a disaster occurs and services are required, the State will contact the Contractor with a Delivery Order and Task Order with a Statement of Work and Scope of Services outlining the needs and responsibilities for each project. The State does not guarantee a minimum or maximum number of services to be performed or dollar amount to be spent under any contract resulting from this RFP. Further information can be found in Section 3 Scope of Work and Contract Information.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Military and Veteran's Affairs, Division of Homeland Security and Emergency Management, is seeking qualified contractors to provide Damage Assessment Estimators and Joint Field operations, Public Assistance Technical Specialist, Program Supervisor, administrative assistance, Building Resilience Infrastructure and Community Technical Assistance Specialist and Hazard Mitigation Technical Specialist to support the disaster response programs on an as needed basis. The Contractors will provide the inspection, verification, damage estimating, individual assistance, public assistance, hazard mitigation, and general grant management activities, to potentially include establishing a call center, within the State of Alaska, as specified within this RFP.

3.01.01 Damage Assessment Estimators General Scope of Work and Objectives.

The Contractor will provide well-trained, experienced, and certified damage assessment estimators to assist the DHS&EM during the response, recovery, and hazard mitigation phases of a disaster and may include a Joint Field Office (JFO) as work location. Contractor personnel will be required to assist the DHS&EM with some or all, but not limited to, the following duties as directed by the State Individual Assistance Officer (SIAO):

- Meet with DHS&EM Disaster Assistance or Hazard Mitigation staff to review scope of work, inspection guidelines and estimating format to be used.
- Develop deployment plan and methodology for order of inspections.
- Coordinate with DHS&EM Disaster Assistance Program Manager, Hazard Mitigation Officer, or designee, prior to deployment, to establish dates and times for telephonic conference calls to provide update on inspection progress, status and issues while deployed.
- Contractor may be required to analyze and render eligibility determinations based on criteria provided by the State.
- Develop a detailed cost estimate and Scope of Work for work items necessary to repair the essential living area of damaged residential structure. Estimates should be supported by a valid cost estimating methodology, i.e., RSmeans, Xactimate, MSB, etc. This is not due at the time of bid. This will be provided by the Contractor after a Delivery Order is issued.
- Provide photographs of disaster related real property damage.
- Provide photographs of disaster related personal property, i.e., household furnishings, appliances, clothing, etc.
- Provide photographs of disaster related transportation, i.e., ATVs, boats, snowmobiles, etc.
- Verify the residential structure is unlivable due to one of the following:
 - Residence is destroyed.
 - Essential living area as defined by DHS&EM is damaged as a result of the disaster to such an extent as to constitute a serious health or safety hazard that did not exist before the disaster.
- Declare whether the house is repairable or requires replacement.
- Provide separate written documentation and reports for each applicant. Inspection report to include photos and cost estimates for each applicant.
- Verifier will use own measurement tools, camera or other products used for documentation and estimating.
- Provide a comprehensive report outlining damages for each claim to DHS&EM staff within 5 working days after inspection.
- Meet with DHS&EM Disaster Assistance Program Manager, Hazard Mitigation Officer, or designee, for a post-deployment meeting.
- Perform activities as needed to assist disaster survivors with the application process by telephone,

online, and in-person.

- Perform case or grant management activities under state guidance.
- Prepare case or grant management files for further action i.e. payments, requests for information, close-out, etc.
- Perform database activities.

Specific Considerations

- Individual and Family Grant: Identify if reported personal property and transportation losses are economically repairable or if repairs will exceed the actual cash value of the item/vehicle.
- Temporary Housing: Establish an average estimated timeframe to complete all work necessary to repair disaster related damages for each of the identified homes in the affected communities.
- Transportation: Verify and provide number of all operational vehicles in household, to include land and watercraft.

3.01.02 Public Assistance Technical Specialists General Scope of Work and Objectives

The Contractor will provide well-trained and experienced staff of personnel to provide Public Assistance Technical Specialist level assistance to the DHS&EM during response and recovery phases of disasters and may include a Joint Field Office (JFO) work location. Contracted Technical Specialists will assist State of Alaska DHS&EM staff who may be sent to communities throughout Alaska to respond to an emergency or emergencies.

Note: For the purpose of this RFP, and a contract resulting from this RFP, the State developed the title “Public Assistance Technical Specialist” as a universal title responsible for the duties detailed in this Scope of Work. Offerors should provide one flat rate fee in their Cost Proposal to pay for these services. The State understands job titles and rates may differ between firms and must have one factor to evaluate.

Contractor personnel will be required to assist the DHS&EM with some or all, but not limited to, the following duties as directed by the State Public Assistance Officer (SPAO):

- Participate in Applicant Briefing, Exploratory calls, and Recovery Scoping Meetings (RSM)
- Identifying potential applicants.
- Disseminating, receiving, and tracking Requests for Public Assistance (RPA).
- Insert Applicant in regard to Grants Portal and Project Worksheet
- Provide applicants with eligibility oversight in coordination with the SPAO.
- Plan completion of projects in accordance with State Public Assistance Officer (SPAO) priorities.
- Advocate for maximum benefits for both State and local applicants with FEMA.
- Advising SPAO or Deputy on resolving issues with FEMA.
- Provide customer service and technical assistance to each applicant in regard to Project Worksheets (PWs) through direct communication and regular meetings when necessary.
- Access and monitor Grants Portal for Action Items pertaining to the State or applicant
- Inspect damage and develop a scope of work and cost estimate for assigned projects using the best available information.
- Advising SPAO or Deputy on Section “406” hazard mitigation opportunities.
- Address special considerations on all projects.
- Write quality PWs that incorporate a complete scope of work, damage description, and accurate cost estimate.
- Review PWs drafted by FEMA staff for Quality Assurance purposes and resolving issues prior to approval and funding.

- Ensure that technical assessments are done when required.
- Provide eligibility recommendations to the SPAO.
- Document issues and decisions made with the applicant and submit to the SPAO or Deputy for inclusion in the Case Management File (CMF).
- Plan, discuss, and request all necessary documentation for each PW with applicant.
- Obtain an operational briefing from the SPAO or Deputy to ensure an accurate understanding of incident needs, status, and objectives.
- Review Preliminary Damage Assessment (PDA) data and identify major Public Assistance (PA) issues.
- Participate in the development of operational plans for the next period.
- Providing other Public Assistance services as directed by the SPAO or Deputy as long as such services do not increase staffing levels or costs beyond the contract not to exceed amount.
- Assist the State in developing an approach to filing and tracking costs.
- Review documentation prepared by the applicants.
- Prepare weekly reports.
- Attend meetings as assigned.
- Perform case / grant management activities under state guidance.
- Prepare case / grant management files for further action i.e. payments, requests for additional information, close-out, etc.

Specific Considerations

- Contractor may be required to provide analysis and create reports on any aspect of applicant and facility information collected, such as, but not limited to, number of applicants, location of damage sites, types of damage, mitigation opportunities, insurance coverage, etc. Contractor may be required to analyze and render eligibility determinations based on criteria provided by the State. Contractor staff must be proficient in damage assessments, estimating, and FEMA's grant portal system.

3.01.02.01 Operational Public Assistance Technical Specialists Tasks. The Contractor, and or their individuals who will be performing emergency public assistance work for the State as Public Assistance Technical Specialists, shall recognize and accept the following operational and public assistance tasks and duties as some or all, but not limited to, responsibilities as directed by the SPAO:

Task 1: Perform Operational Activities

- 1.1.1. Participate in Applicant Briefing, Exploratory calls, and RSM's
- 1.1.2. Plan completion of projects in accordance with State Public Assistance Officer (SPAO) priorities.
- 1.1.3. Advocate for maximum benefits for both State and local applicants with FEMA.
- 1.1.4. Advising SPAO or Deputy on resolving issues with FEMA.
- 1.1.5. Provide customer service and technical assistance to each applicant in regard to Project Worksheets (PWs) through direct communication and regular meetings when necessary.
- 1.1.6. Inspect damage and develop a scope of work and cost estimate for assigned projects using the best available information.
- 1.1.7. Address special considerations on all projects.
- 1.1.8. Access and monitor FEMA's Grants Portal for action items pertaining to the State or Applicant.
- 1.1.9. Write quality PWs that incorporate a complete scope of work, damage description, and accurate cost estimate.

- 1.1.10. Ensure that technical assessments are done when required.
- 1.1.11. Provide eligibility recommendations to the SPAO.
- 1.1.12. Document issues and decisions made with the applicant and submit to the SPAO or Deputy for inclusion in the Case Management File (CMF).
- 1.1.13. Plan, discuss, and request all necessary documentation for each PW with applicant.
- 1.1.14. Obtain an operational briefing from the SPAO or Deputy to ensure an accurate understanding of incident needs, status, and objectives.
- 1.1.15. Review Preliminary Damage Assessment (PDA) data and identify major Public Assistance (PA) issues.
- 1.1.16. Participate in the development of operational plans for the next period.

Task 2: Perform General Public Assistance Technical Specialist Duties

- 2.1.1 Provide technical assistance to the State and applicant on 406-hazard mitigation.
- 2.1.2 Conduct benefit-cost analysis on hazard mitigation proposals submitted with PW when applicable.
- 2.1.3 Brief applicants on mitigation.
- 2.1.4 Recommend to the SPAO or Deputy, eligibility determinations and cost effectiveness of hazard mitigation proposals on PWs.
- 2.1.5 Coordinate with the SPAO or Deputy to conduct site inspections to identify opportunities for hazard mitigation.
- 2.1.6 Provide the State and applicant technical assistance on insurance.
- 2.1.7 Coordinate with the FEMA Insurance Specialist to review existing insurance policy, determine damages covered, and anticipate insurance proceeds.
- 2.1.8 Coordinate with the FEMA Insurance Specialist to review insurance adjustor's report and other documentation if available to determine actual insurance payments.
- 2.1.9 Recommend to the SPAO or Deputy the reduction of PW costs for actual insurance proceeds, if available, or anticipated insurance proceeds.
- 2.1.10 Review PW to determine if the facility is damaged by flooding and within the 100-year flood plain.
- 2.1.11 Recommend to the SPAO or Deputy the reduction of the PW costs based on the National Flood Insurance Program (NFIP) standard insurance policy, if applicable.
- 2.1.12 Recommend to the SPAO or Deputy the type and amount of insurance the applicant will be required to purchase as a condition of the grant.

3.01.03 Hazard Mitigation Technical Assistance Specialists General Scope of Work and Objectives

The Contractor will provide well-trained and experienced staff of personnel to provide FEMA Hazard Mitigation Grant Program (HMGP) “404” technical assistance and mitigation project application development support to assist the DHS&EM during the response, recovery and mitigation phases of disasters and may include a Joint Field Office (JFO) work location.

Contractor Hazard Mitigation Technical Assistance Specialists will be required to assist the DHS&EM with some or all, but not limited to, the following duties as directed by the State Hazard Mitigation Officer (SHMO), Deputy SHMO, HMGP Program Manager or designee:

- Participate in applicant briefings and/or meetings.
- Identifying potential applicants.
- Disseminating, receiving, and tracking requests for mitigation assistance.
- Provide applicants with eligibility oversight in coordination with the SHMO or Deputy.
- Plan completion of projects in accordance with SHMO or Deputy priorities.

- Advocate for maximum benefits for both State and local applicants with FEMA.
- Advising SHMO or Deputy on resolving issues with FEMA.
- Provide customer service and technical assistance to each applicant regarding HMGP project application development through direct communication and regular meetings when necessary.
- Inspect proposed areas to be mitigated (if possible) and assist developing: a scope of work, cost estimate, timeline, milestones, and benefit cost analysis for assigned projects using the best available information.
- Advising SHMO or Deputy on Section “406” hazard mitigation opportunities.
- Address special considerations on all projects.
- Ensure that technical assessments are done when required.
- Provide eligibility recommendations to the SHMO.
- Document issues and decisions made with the applicant and submit to the SHMO or Deputy for inclusion in the applicant’s project folder.
- Plan, discuss, and request all necessary documentation for each project with applicant.
- Obtain an operational briefing from the SHMO or Deputy to ensure an accurate understanding of programmatic needs, status, and objectives.
- Providing other mitigation assistance services as directed by the SHMO or Deputy as long as such services do not increase staffing levels or costs beyond the contract not to exceed amount.
- Assist the State in developing an approach to filing and tracking costs.
- Review documentation prepared by the applicants.
- Prepare weekly reports.
- Attend meetings as assigned.
- Perform case / grant management activities under state guidance.
- Prepare case / grant management files for further action i.e., payments, requests for additional information, close-out, etc.
- Perform database activities.

3.01.04 Contractor Established Call Center General Scope of Work and Objectives

The Contractor may also be required to establish a “Call Center” at a location other than state owned facilities within Alaska and possibly outside the State of Alaska. Staffing of a call center is to be managed by the Contractor with scripts and interest items provided by the State. Contractor will provide reporting and analysis of call center activity to the State as requested. Contractor may be required to analyze and render eligibility determinations based on criteria provided by the State. Contractor may be required to create analysis reports on any aspect of applicant information collected such as, but not limited to, number of applicants, location of damage sites, types of damage, sheltering needs, access and functional needs, injuries, insurance coverage, temporary housing needs etc.

3.01.05 Individual Assistance Case Management Specialist Scope of Work and Objectives

The Contractor will provide a well-trained and experienced staff of personnel to provide Individual Assistance Case Management level assistance to the DHS&EM during response and recovery phases of disasters. Contracted Case Management Specialists will assist State of Alaska DHS&EM staff who may be sent to communities through Alaska to respond to emergency or emergencies.

Contractor will be required to assist the DHS&EM with some or all, but not limited to, the following as directed by the Individual Assistance Branch Chief.

- Perform activities as needed to assist disaster survivors with the application process by telephone, online, and in-person.

- Perform case or grant management activities under state guidance.
- Prepare case or grant management files for further action i.e., payments, requests for information, close-out, etc.
- Perform database activities.
- Assist with analyzing and rendering eligibility determinations based on criteria provided by the State.
- Conduct preliminary damage assessments of residences in the field to include photographs of damages.
- Perform other related activities as directed by the Disaster Assistance PM, Contractor PM, and Contractor Lead positions.

3.01.06 Administrative Assistance Scope of Work and Objectives

The Contractor will provide a well-trained and experienced staff of personnel to provide administrative assistance to the DHS&EM during response and recovery phases of disasters. Contractor will be required to assist the DHS&EM with some or all, but not limited to, the following as directed by the SPAO, or SIAO.

- File documents and paperwork to support case or grant management activities under state guidance.
- Communicate with internal and external stakeholders via telephone, email, and other electronic communications platforms (Microsoft Teams, Zoom, etc.).
- Utilize Microsoft Office Suite and Adobe products to organize information as directed by State Individual Assistance Branch Chief or Case Officer.
- Perform database activities.
- Review files, payments, and other documents for accuracy and comprehension.
- Perform other related activities as directed by the Disaster Assistance PM, Contractor PM, and Contractor Lead positions.

3.01.07 Building Resilience Infrastructure and Community (BRIC) Technical Assistance Specialists General Scope of Work and Objectives.

The Contractor will provide a well-trained and experienced staff of personnel to provide FEMA BRIC technical assistance and mitigation project application development support to assist DHS&EM during the performance period of the BRIC award and/or the BRIC Application Development period.

Contractor BRIC Technical Assistance Specialists will be required to assist the DHS&EM with some or all, but not limited to, the following duties as directed by the State Hazard Mitigation Officer (SHMO), Deputy SHMO, HMGP Program Manager or designee.

- Participate in applicant briefing and/or meetings.
- Identifying potential applicants.
- Disseminating, receiving, and tracking requests for mitigation assistance.
- Provide applicants with eligibility oversight in coordination with the SHMO or Deputy.
- Plan completion of projects in accordance with SHMO or Deputy priorities.
- Advocate for maximum benefits for both State and local applicants with FEMA.
- Advising SHMO or Deputy on resolving issues with FEMA.
- Provide customer service and technical assistance to each applicant in regard to BRIC project application development through direct communication and regular meetings when necessary.
- Inspect proposed areas to be mitigated (if possible) and assist developing: a scope of work, cost estimate, timeline, milestones and benefit cost analysis for assigned projects using the best available information.
- Address special considerations on all projects.
- Ensure that technical assessments are done when required.
- Provide eligibility recommendations to the SHMO.

- Document issues and decisions made with the applicant and submit to the SHMO or Deputy for inclusion in the applicant's project folder.
- Plan, discuss, and request all necessary documentation for each project with applicant.
- Obtain an operational briefing from the SHMO or Deputy to ensure an accurate understanding of programmatic needs, status, and objectives.
- Providing other mitigation assistance services as directed by the SHMO or Deputy as long as such services do not increase staffing levels or costs beyond the contract not to exceed amount.
- Assist the State in developing an approach to filing and tracking costs.
- Review documentation prepared by the applicants.
- Prepare weekly reports.
- Attend meetings as assigned.
- Perform case / grant management activities under state guidance.
- Prepare case / grant management files for further action i.e. payments, requests for additional information, close-out, etc.
- Perform database activities.

3.01.08 Program Supervisor

The Contractor will provide a well-trained and experienced supervisor to provide management of contracted personnel assigned to assist DHS&EM during the performance period. Contractor Program Supervisor will be required to assist the DHS&EM with some or all, but not limited to the following duties as directed by the Disaster Assistance, Mitigation, and Program Support Managers or designee.

- Manages the contracted Individual Assistance, Public Assistance, Mitigation employees.
- Supervises daily activities of contracted Emergency Management Specialists
- The contracted Emergency Management Specialist Supervisor is responsible for managing the contracted staff's operations under all programs; organizing staff to meet program goals, methods, and priorities; and overseeing the administrative functions required to ensure the successful performance of all contracted staff.
- Review and supervise the work of other contracted Emergency Management Specialists to ensure performance expectations are met.
- Any other tasks necessary to ensure the successful fulfillment of the contract in support DHS&EM's Mission.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Thorough knowledge of formal planning process.
- Thorough knowledge of Alaskan geography, cultures, climates, geology and place names to determine the different variables present in each location.
- Thorough knowledge of emergency management training and exercise programs.
- Thorough knowledge of federal and State Individual and Public Assistance disaster programs as well as Hazard Mitigation Grant Programs.
- Thorough knowledge of Incident Command System (ICS) of response organization or an equivalent command and control method.
- Thorough knowledge of federal and state statutes, regulations and programs governing Emergency/Disaster Management to make timely and informed decisions.
- Thorough knowledge of the public service environment with awareness of political, legislative, cultural and other factors.
- Working knowledge of the use of computers and standard business software.
- Ability to communicate concisely, both orally and in writing, with tact and diplomacy.

- Ability to effectively act as the division representative at federal, State or local government meetings and/or assemblies.
- Ability to promote professionalism and harmony in a culturally diverse environment.
- Ability to function effectively in a dangerous and/or high stress environment.
- Ability to effectively analyze data, information or situations and take appropriate action.
- Ability to effectively and efficiently manage resources and supervise personnel.
- Ability to make quick, sound decisions under pressure.
- Ability to develop effective solutions to complex problems using initiative and creativity.
- Ability to perform disaster related field operations.
- Ability to work effectively as team member or team leader and maintain cooperative relations with those contacted in the course of the work.
- Ability to determine client and staff training needs, develop and deliver effective training.

In the event the establishment of a call center is required, the State will outline roles and responsibilities in the Delivery Order and Task Order with Scope of Work and Requirements which must be approved by the contractor as outlined in this RFP.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately three (3) consecutive years from the date of award with 2 two-year renewal options to be exercised at the sole discretion of the of the State under the same terms and conditions of the original Master Agreement.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a six month-to-six 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 six month-to-six month extension at least 30 days before the desired date of cancellation. A six month-to-six-month extension may only be executed by the procurement officer via a written contract amendment.

Work performed under a Delivery Order issued under a Master Agreement contract resulting from this RFP, will be performed in accordance with industry standards and the Contractor shall provide for all supervision, materials, equipment, labor and supplies as required. Unless specifically authorized in the Delivery Order (DO) for a specific project, the State WILL NOT provide labor, insurance, tools, equipment, technology, or communications equipment (cell phones, computers, etc.), winter clothing, safety clothing or equipment, or any other services, supplies, paper, printer, equipment, or items necessary for completion of projects under any contract or order placed under a contract resulting from this RFP. This includes, when required, clothing, cleats, and equipment suitable for service in arctic winter conditions. The Contractor will be responsible for providing their staff with suitable clothing and equipment to perform contracted services during the contracted period, including, when necessary, clothing and equipment suitable for service in arctic winter conditions.

The selected Contractor must have the ability to communicate and mobilize with DHS&EM within 24-hours upon receipt of a fully executed Delivery Order, 7 days a week, 365 days a year. When possible, DHS&EM will attempt to notify the Contractor of a pending deployment with available information on the type of staffing that will be required. However, the Contractor must not actually deploy staff or incur any costs until a written Delivery Order has been received from the State of Alaska, Department of Military and Veteran's Affairs and finalized by the Division of Administrative Services Procurement Office or an authorized State designee. The State will not be

responsible for any costs incurred by a Contractor acting without a written Delivery Order signed by an authorized DMVA representative.

Additional Work-Related Information:

Staffing. The MA contract does not provide for any set number of staffing or required length of deployment. Generally, a minimum of two Contractor staff will be required for 30- to 90-calendar days to support a project. However, the actual number of staff required, and length of deployment will be determined by the State and detailed in the Delivery Order for the project.

Work Schedule. The work schedule will be jointly agreed to between the Contractor’s staff and DHS&EM Project Manager, Emergency Program Manager, or his or her designee. Contractor staff will be working primarily at a Joint Field Office located within Anchorage, Alaska.

For the purpose of this RFP, and any MA contracts resulting from this RFP, “Anchorage, Alaska” is within the established boundary of the Municipality of Anchorage expanded to include the established boundaries for the cities of Palmer and Wasilla, and the Alcantra Army National Guard training site located in Wasilla. This expansion is necessary to cover Joint Field Office operations that may be operating out of the Matanuska-Susitna Borough, City of Palmer, or City of Wasilla Emergency Operations Center, or at Alcantra, but are still within easy commuting distance of the Municipality of Anchorage.

Shifts. Emergency or disaster operational shifts are generally 12 hours long 7 days a week during an emergency. Contractor staff may be required to provide services at any time during this period. If Contractor staff will be working in a Joint Field Office, the contractor’s support hours will be mutually agreed to between the Contractor’s staff and DHS&EM Project Manager, Emergency Program Manager, or his or her designee.

Wages. The first consecutive 8-hour period worked will be straight time based upon the flat hourly rate offered and accepted by the State. Work performed after the first consecutive eight hours will be paid at 1.5 times the flat hourly rate. Holidays worked will be paid at twice the flat hourly rate. No offsets in pay will be made for swing-shift or mid-shift hours worked.

Record Retention. By signature on the proposal submitted in response to this solicitation, and/or the contract(s) or order(s) resulting from this solicitation, the offeror certifies they will comply with federal and state records retention policies and retain all records for six years after final payments and all other pending matters are closed.

SEC. 3.03 DELIVERABLES

See Scope of Work.

SEC. 3.04 CONTRACT TYPE

The Master Agreement contract resulting from this RFP will be a multiple award contract. The State will issue a maximum of two (2) contracts to responsive, responsible offerors. Offerors will be rated in order from most advantageous, as determined by a Proposal Evaluation Committee (PEC), using the proposal and evaluation criteria included in this RFP. The top two rated offers may receive a contract.

When services are required, the State will contact the most advantageous offeror first. If the most advantageous offeror is unable to provide required services within the required time the next advantageous offeror will be contacted. Additionally, if the most advantageous offeror is already involved in a large project for DHS&EM, the State may, at its sole discretion, award the project to the next advantageous offeror. If none of the Contractors on

the list are available to provide required services, the State will take necessary action to procure the services from non-contract sources within the requirements of the State of Alaska Procurement Code.

The MA contract resulting from this RFP is based on a fixed hourly rate for providing services as established on the accepted offerors Cost Proposal. Approval or continuation of a contract resulting from this RFP is contingent upon need and State or Federal appropriation of disaster funding.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make a monthly payment based on billing with supporting documentation.

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

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

SEC. 3.06 CONTRACT PAYMENT

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

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be processed within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through the first year of the contract calendar year.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF2 for July-December); and each HALF1 (or HALF2) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.
- e. The price increase may not, under any circumstances, exceed 2.30% of the contract prices preceding 12 months. Retroactive price adjustments will NOT be considered.
- f. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted prices. Approval shall be in the form of a Contract Amendment issued and signed by the Procurement Officer.

SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed are primarily located in Anchorage, Alaska unless circumstances require the Joint Field Office to be relocated elsewhere within Alaska. The Joint Field Office Operations Manager will determine whether Contractor personnel are required to travel beyond Anchorage to other locations within the State of Alaska.

For the purpose of this RFP, and any contract resulting from this RFP, "Anchorage, Alaska" is within the established boundary of the Municipality of Anchorage expanded to include the established boundaries for the cities of Palmer and Wasilla, and the Alcantra Army National Guard training site located in Wasilla. This expansion is necessary to cover Joint Field Office operations that may be operating out of the Matanuska-Susitna Borough, City of Palmer, or City of Wasilla Emergency Operations Center, or at Alcantra, but are still within easy commuting distance of the Municipality of Anchorage.

The State may provide a temporary workstation contractor staff, per program, to work out of while in Anchorage if space is available. If an emergency requires contractor staff, and the State does not have room to set up a field office for the Contractor's staff, the Contractor will be required to set up a temporary field office in rented space. Rented contractor field office will not be a reimbursable expense. Access to the State's server will be provided if necessary to conduct contracted services.

If an emergency requires an out of state Call Center to be set-up, costs for reimbursement will be based on emergency declaration or DHS&EM Administrative Operations Manager.

TRAVEL EXPENSES

Contract Work Location. The primary location for work performed under a contract resulting from this RFP will be Anchorage, Alaska unless circumstances require contract activities be conducted in another location within Alaska. The Operations Chief / State Public Assistance Officer / State Hazard Mitigation Officer will determine whether Contractor personnel are required to travel beyond Anchorage to other locations within the State of Alaska. If the Contractor's staff are required to work in Anchorage, as defined below, the State will not pay any travel expenses, lodging, per diem, or car allowance.

For the purpose of this RFP, and any contract resulting from this RFP, "Anchorage, Alaska" is within the established boundary of the Municipality of Anchorage expanded to include the established boundaries for the cities of Palmer and Wasilla, and the Alcantra Army National Guard training site located in Wasilla. This expansion is necessary to cover Joint Field Office operations that may be operating out of the Matanuska-Susitna Borough, City of Palmer, or City of Wasilla Emergency Operations Center, or at Alcantra, but are still within easy commuting distance of the Municipality of Anchorage.

Contract and Project travel within the State of Alaska. If the Operations Chief / State Public Assistance Officer / State Hazard Mitigation Officer determines Contractor personnel are required to travel from Anchorage to other locations within the State of Alaska, all contract and project related travel expenses from Anchorage to the project location necessary for the Contractor to complete their work will be requested and pre-approved through the DHS&EM Project Manager and paid by the State separately from this contract.

If the Contractor's staff are traveling from Anchorage to a field site in their personal vehicle, not a rented vehicle, the State will reimburse the staff for mileage and per diem based on the current State of Alaska allowances.

The allowable per diem rates for meals and lodging will be at the current State of Alaska rate for General Government (GG) state employees. A copy of this rate can be downloaded at the following link: <http://doa.alaska.gov/dof/travel/resource/rates.pdf>. To reiterate, the mileage rate does not apply to a vehicle rented by the Contractor or Contractor's staff, only to a personal vehicle owned by the Contractor or Contractor's staff.

Contract and Project travel outside of Alaska to Alaska. Round-trip travel from a Contractor's place of business outside of Anchorage, Alaska to Anchorage, Alaska must be factored into the Base Cost per Hour for each position shown on the Cost Proposal. These costs must be realistic based on current travel costs from the offeror's location to Anchorage with allowances for seasonal or projected changes. The State will not pay travel separately for any travel from the Contractor's place of business outside of Anchorage, Alaska to Anchorage, Alaska.

All-Inclusive Cost. Travel costs as outlined above includes all costs associated with travel required to complete a project, to include but not limited to per diem, airline tickets, lodging, rental vehicle, meals, parking, etc. The State will only pay actual travel expenses without any additional Contractor mark-ups, fees, charges, etc. Baggage fees will be limited to luggage and equipment necessary for the Contractor to provide required services. The Contractor will be required to provide a copy of all travel documents with their invoice.

Notes:

1. Only travel necessary for contract work within the State of Alaska will be paid by the State. All other travel required to perform services under a contract resulting from this RFP must be factored into the Base Cost per Hour for each position shown on the Cost Proposal.
2. If the Contractor's staff are traveling from Anchorage to a field site in their personal vehicle, not a rented vehicle, the State will reimburse the staff for mileage and per diem based on the current State of Alaska allowances.
3. For the purpose of this RFP, and any contract resulting from this RFP, "Anchorage, Alaska" is within the established boundary of the Municipality of Anchorage expanded to include the established boundaries for the cities of Palmer and Wasilla, and the Alcantra Army National Guard training site located in Wasilla. This expansion is necessary to cover Joint Field Office operations that may be operating out of the Matanuska- Susitna Borough, City of Palmer, or City of Wasilla Emergency Operations Center, or at Alcantra, but are still within easy commuting distance of the Municipality of Anchorage.
4. All travel and travel related expenses and reimbursements must comply with applicable Federal and State laws and regulations, primarily the US General Services Administration Federal Travel Regulations and Alaska State Administrative Manual 60.

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.

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

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

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

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

SEC. 3.09 SUBCONTRACTORS

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

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

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

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.12 F.O.B. POINT

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

SEC. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

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

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

SEC. 3.17 INDEMNIFICATION

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

SEC. 3.18 INSURANCE REQUIREMENTS

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

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

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

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

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

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

SEC. 3.19 TERMINATION FOR DEFAULT

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

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

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

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

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

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

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

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

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

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

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

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;

- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this 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.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

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

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; 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 along with their titles and location(s) where work will be performed.

Offerors must also provide reference names and phone numbers for similar projects the offeror's firm has completed.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02) methodology used for the project (submittal form d).

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

SEC. 4.06 SUBCONTRACTORS (SUBMITTAL FORM F)

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

SEC. 4.07 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. Proposed costs must 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, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	(Submittal Form B) 125
Understanding of the Project	(Submittal Form C) 125
Methodology Used for the Project	(Submittal Form D) 125
Management Plan for the Project	(Submittal Form E) 125
Total	500

Cost Criteria	Weight
Cost Proposal	(Submittal Form F) 400
Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror’s response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror’s response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

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

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

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

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

1) Questions regarding the personnel:

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

2) Questions regarding the firm and subcontractor (if used):

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

SEC. 5.05 UNDERSTANDING OF THE PROJECT

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

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

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

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the 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. 5.07 MANAGEMENT PLAN FOR THE PROJECT

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

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the 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?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

Offeror #3 receives 336.8 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

SEC. 5.09 ALASKA OFFEROR PREFERENCE

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

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the 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. If contract negotiations are commenced, a Teams Meeting invitation will be sent out during a mutually agreed upon time.

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

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

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

SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.09 PROTEST

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

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

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

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

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

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.10 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 6.12 ALASKA VETERAN PREFERENCE

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

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification

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

SEC. 6.13 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.14 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. 6.15 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.16 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. 6.17 HUMAN TRAFFICKING

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

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

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 6.18 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 6.19 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.20 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.21 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

SEC. 6.22 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. 6.23 SEVERABILITY

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

SEC. 6.24 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this 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. 6.25 SOLICITATION ADVERTISING

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

SEC. 6.26 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Cost Proposal (Submittal Form F)
- 2) Submittal Forms A – G
- 3) Standard Form Professional Services – for information purposes only.
- 4) Federal Debarment Certification Form
- 5) DHS&EM Assurance for Federally Required Contract Provisions
- 6) Mandatory Antiterrorism Training
- 7) Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- 8) Offeror's Checklist

ATTACHMENT 1 SUBMITTAL FORM F – COST PROPOSAL

Offerors must complete and submit this Cost Proposal form in a separate envelope/PDF e-mail within their proposal package. Offerors must provide a cost for damage assessment estimators, public assistance technical specialists and mitigation technical assistance specialists. Proposals containing a cost for only damage assessment estimators or only public assistance technical specialists or only mitigation technical assistance specialists will be considered non-responsive, and the offer rejected.

Cost Proposal must include all DIRECT costs associated with the performance of the contract, including, but not limited to direct expenses, payroll, employee benefits, mark-ups, administrative costs, supplies, equipment, overhead, profit, and travel. No indirect costs are allowed.

The Total Base Cost Per Hour shown below is the cost that will be evaluated by DMVA/DAS Procurement.

Item No.	Specialist Position	Base Cost Per Hour
1	Damage Assessment Estimator	\$
2	Public Assistance Technical Specialist	\$
3	Hazard Mitigation Technical Specialist	\$
4	Call-Center Representative	\$
5	Program Supervisor	\$
6	Individual Assistance Case Management Specialist	\$
7	Administrative Assistance	\$
8	Building Resilience Infrastructure and Community (BRIC) Technical Assistance Specialists	\$
Total Cost for Lines 1 through 8		\$

Offeror/Company: _____

Physical Address: _____ City: _____

_____ State: _____ Zip: _____

Contact Person: _____

Business Phone: _____

Email Address: _____

Submitted by: _____

_____ Date: _____

Authorized Representative's Printed Name and Signature

-END OF ATTACHMENT 1-

ATTACHMENT 2

SUBMITTAL FORM A – OFFEROR INFORMATION

PROJECT INFORMATION

RFP Number:

RFP Title:

OFFEROR INFORMATION

Company Name:

Address:

Tax ID:

Alaska Business

License #:

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name

Title

Address

Email

Telephone

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1

Name of Position 2

Name of Position 3

Name of Position 4

ADDENDA ACKNOWLEDGEMENT

THE OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS AND HAS INCORPORATED THE REQUIREMENTS OF SUCH AMENDMENTS INTO THEIR PROPOSAL. FAILURE TO IDENTIFY AND SIGN FOR ALL AMENDMENTS MAY SUBJECT THE OFFEROR TO DISQUALIFICATION. THE OFFEROR MUST LIST ALL AMENDMENTS (BY NUMBER), THEN INITIAL AND DATE TO CONFIRM THAT YOU HAVE RECEIVED AND INCORPORATED THEM INTO YOUR PROPOSAL (ADD MORE ROWS AS NECESSARY).

Number	Initials & Date	Number	Initials & Date	Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	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.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False

11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
14	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
15	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
17	Offeror certifies they comply with the laws of the State of Alaska.	True False
18	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

** Failure to answer or answering “False” may be grounds for disqualification. For any “False” responses, provide clarification (up to 250 word maximum for each “False” clarification) below (add rows as necessary).*

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

Yes No

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

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

Printed Name _____
Title _____
Date _____
Signature _____



ALASKA BIDDER PREFERENCE CERTIFICATION AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [CLICK OR TAP HERE TO ENTER TEXT.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No												
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No												
Please list any additional Alaska Preferences below that you believe your firm qualifies for.													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">1.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">2.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">3.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">4.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">5.</td> <td style="width: 16.6%; border-bottom: 1px solid black; text-align: center;">6.</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table>		1.	2.	3.	4.	5.	6.						
1.	2.	3.	4.	5.	6.								

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

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

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

Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?
 YES **NO**
 If **YES**, enter your current **Alaska business license number**: Click or tap here to enter text.
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per AS 36.30.990(2)(B)?
 YES **NO**
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990(2)(C)?
 YES **NO**
 If **YES**, please complete the following information:

A. **Place of Business**

Street Address: [Click or tap here to enter text.](#)
City: [Click or tap here to enter text.](#)
ZIP: [Click or tap here to enter text.](#)

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

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

YES NO

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

- 1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?
 YES NO
- 2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?
 YES NO
- 3) Do you certify that the resident(s) used to meet this requirement is claiming residency ONLY in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?
 YES NO
- 4) Do you certify that the resident(s) used to meet this requirement is NOT obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?
 YES NO

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

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

YES NO

If YES, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

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

YES NO

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

YES NO

Please identify each member by name: [Click or tap here to enter text.](#)

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

YES NO

Please identify each member by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per *AS 36.30.321(F)*, is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
 YES NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
 YES NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
 YES NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
 YES NO

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

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

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

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

YES NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

SUBMITTAL FORM B – EXPERIENCE AND QUALIFICATIONS

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Empty box for submission content.

SUBMITTAL FORM C – UNDERSTANDING OF THE PROJECT

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Empty rectangular box for the Submittal Form content.

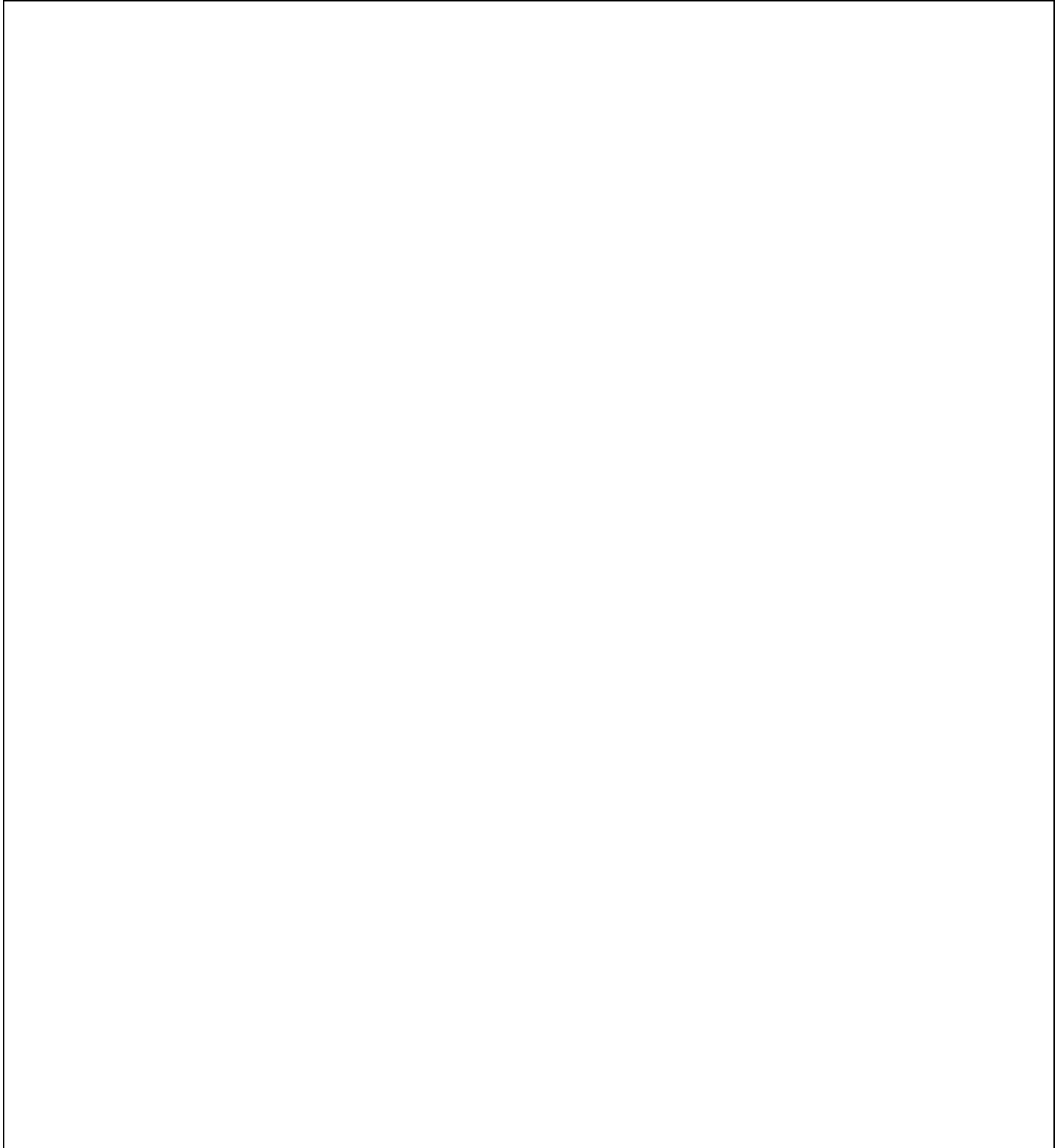
SUBMITTAL FORM D – METHODOLOGY USED FOR THE PROJECT

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

A large, empty rectangular box with a thin black border, intended for the offeror to provide their methodology. The box occupies most of the page below the instructions.

SUBMITTAL FORM E – MANAGEMENT PLAN FOR THE PROJECT

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).



SUBMITTAL FORM G – SUBCONTRACTORS

PLEASE COMPLETE THE BELOW FORM IF USING SUBCONTRACTORS. DURING CONTRACT NEGOTIATION, THE STATE MAY REQUIRE A SIGNED WRITTEN STATEMENT FROM EACH SUBCONTRACTOR THAT CLEARLY VERIFIES THE SUBCONTRACTOR IS COMMITTED TO PERFORMING THE SERVICES REQUIRED BY THE CONTRACT. PRIOR TO CONTRACT AWARD, THE STATE WILL ALSO REQUIRE EVIDENCE THAT A SUBCONTRACTOR POSSESSES A VALID ALASKA BUSINESS LICENSE IF THEY WILL BE PERFORMING WORK WITHIN ALASKA.

Subcontractor Function	Subcontractor Name	Address	% of Work Performing

-END OF ATTACHMENT 2-

ATTACHMENT 3

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			hereafter the contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
ARTICLE 2. Performance of Service:			
2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2.2 Appendix B sets forth the liability and insurance provisions of this contract.			
2.3 Appendix C sets forth the services to be performed by the contractor.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.			
11. Department of	Attention: Division of		
Mailing Address	Attention:		

12. CONTRACTOR		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.	
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	Date
Department/Division	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

SECTION 8. 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.

-END OF ATTACHMENT 3-

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.

-END OF ATTACHMENT 4-

ATTACHMENT 5

DHS&EM ASSURANCES FOR FEDERALLY REQUIRED CONTRACT PROVISIONS

DHS&EM Assurances for Federally Required Contract Provisions

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

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

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

-END OF ATTACHMENT 5-

ATTACHMENT 6 MANDATORY ANTITERRORISM TRAINING

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

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

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

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

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

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

-END OF ATTACHMENT 6-

ATTACHMENT 7

SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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

ATTACHMENT 8 OFFEROR'S CHECKLIST

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

- ___ 1. Technical Proposal (Submittal Forms A-G)
- ___ 2. Cost proposal (Submittal Forms F)
- ___ 3. Federal Debarment Certification Form (Attachment 4)
- ___ 4. DHS&EM Assurance for Federally Required Contract Provisions (Attachment 5)
- ___ 4. Mandatory Antiterrorism Training Form (Attachment 6)
- ___ 6. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment 7)
- ___ 7. Mandatory Return Amendments to this RFP, is issued by the DMVA DAS/Procurement Office

-END OF ATTACHMENT 8-