



STATE OF ALASKA
DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
DIVISION OF EDUCATION SUPPORT SERVICES
801 W. 10TH ST. STE 200
PO BOX 110500
JUNEAU, AK 99811-0500

Informal Request For Proposals

IRFP 05-2015-005

Date of Issue: August 29, 2014

Closing Date and Time: 4:00 PM on Friday September 19, 2014.

CULTURAL HERITAGE FOR YOUTH PROJECT DEVELOPER:

The Alaska State Council on the Arts (ASCA) is seeking a contractor or team of contractors to perform research, planning and development for a new grant program focused on Cultural Heritage for Youth (CHY). This program is funded by the Rasmuson Foundation and will be aligned with other ASCA-managed Rasmuson grant programs.

[Rob Roys](#)

Procurement Officer

Department of Education and Early Development

Note: unless specified otherwise all times referenced in this IRFP are Alaska Time

INTRODUCTION AND INSTRUCTIONS

1.01 INTRODUCTION

The Alaska Department of Education and Early Development (EED), Alaska State Council on the Arts (ASCA) is seeking a contractor or team of contractors to perform research, planning and development for a new grant program focused on Cultural Heritage for Youth (CHY). This program is funded by the Rasmuson Foundation and will be aligned with other ASCA-managed Rasmuson grant programs.
Contract Term and Work Schedule

The goals of this program will be to:

- Strengthen Alaska youth's cultural knowledge and self-awareness
- Engage citizens around cultural heritage
- Bridge culture and communities
- Create greater cross-cultural understanding and empathy

For this program, Cultural Heritage will include Alaska Native cultures as well as the full breadth of diverse ethnic cultures that exist in Alaska. While arts education will likely be a mechanism to support Cultural Heritage for Youth, the program will not be limited to arts education activities exclusively. ASCA encourages creative and innovative approaches to this new program.

1.02 ELIGIBILITY

This IRFP is open nationally to individuals, teams and firms. Applicants outside of Alaska are strongly encouraged to identify an Alaskan collaborator as part of the team for the project.

1.03 TERM OF CONTRACT

The term of the contract will be from date of award through May 29, 2015 with one (1) one-year optional renewal to be exercised at the sole discretion of the State.

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

1.04 CONTRACT BUDGET

The Alaska Department of Education and Early Development, Alaska State Council on the Arts estimates a budget of between \$20,000 and \$30,000 dollars for completion of this project. Proposals priced at more than \$30,000 will be considered non-responsive.

The selected contractor will receive a fee for services not to exceed the approved budget. Payments will be made based on deliverables and at specific benchmarks via a timeline established in the final contract.

This contract amount is all inclusive of direct costs, including but not limited to office supplies, equipment use, travel, and other costs. Any travel expenses incurred by the contractor related to services performed under this contract will not be reimbursed, so must be considered in advance and included in the proposed budget.

Submit only one Cost Proposal in a separate, sealed envelope or in a separate email. No portion of the cost proposal shall be included within the body of the proposal.

1.05 COST OF PREPARING THE PROPOSAL

ASCA shall not be responsible for any costs incurred by the applicant in the preparation or submission of the contract proposal.

1.06 CANCELLATION OR REISSUANCE OF THE IRFP

ASCA reserves the right at its sole discretion to reject any and all proposals received without penalty as a result of this IRFP and not proceed with the acquisition of the services.

1.07 ISSUING OFFICE ADDRESS

DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
DIVISION OF ADMINISTRATIVE SERVICES-PROCUREMENT
ATTENTION: ROB ROYS
robert.roys@alaska.gov
IRFP 05-2015-005
801 W. 10TH ST. STE 200
PO BOX 110500
JUNEAU, AK 99811-0500

1.08 DEADLINE FOR RECEIPT OF PROPOSALS AND ADDRESSES:

Offerors must submit one (1) email copy of their proposal (PDF or DOC formats only) to the attention of the Procurement Officer and if desired Offeror may also submit one (1) Original Proposal by mail. Proposals must reference in the address or email subject line the IRFP number and project name.

Proposals must be received prior to 4:00 PM on Friday September 19, 2014 or the proposal will be considered non-responsive and be rejected.

1.09 CONTACT PERSON

Any technical or procedural questions regarding this IRFP should be addressed to the Procurement Officer using the contact information listed in §1.07 of this document. All questions shall be received in writing and must be received by 1:30 pm on September 12, 2014.

No further questions will be allowed after this date.

STANDARD PROPOSAL INFORMATION

2.01 REQUIRED REVIEW

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be brought to the attention of the Procurement Officer. A protest filed based upon any omission, error, or the context of the solicitation will be disallowed if not brought to the attention of the Procurement Officer prior to the scheduled IRFP closing date. Verbal contact must be followed up with written notification.

2.02 CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Education and Early Development, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

2.03 AUTHORIZED SIGNATURE

An individual authorized to bind the offeror to the provisions of the IRFP must sign the proposal. By signing their proposal, the offeror certifies that the proposal remains valid for at least ninety (90) days from the proposal receipt deadline.

By signing the proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

2.04 AGGRIEVED RESPONDENTS

An interested party shall attempt to informally resolve a dispute with the Procurement Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award of a small procurement in accordance with Title 2 of the Alaska Administrative Code (AAC) 12.695.

2.05 ADA CERTIFICATION

The State of Alaska complies with Title II of the Americans with Disabilities Act (ADA) of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should call the Procurement Officer named above to make necessary arrangements.

By signing their proposal, the offeror certifies compliance with the ADA of 1990 and that program; services and activities provided to the general public on behalf of the state under a contract resulting from this solicitation comply with the ADA of 1990, CFR, Part 35, Subpart B 35.130 of the federal government.

2.06 BUSINESS LICENSE

Offerors must have a valid Alaska Business License (ABL) or application on file for one, by the date of award in order to provide services in the State of Alaska. Offerors should contact the Department of Commerce, Community, and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. ABL information may also be accessed at the following website: <http://www.commerce.state.ak.us/CBP?/>.

Note: The Alaska Business License is not required if the vendor is located out of state and performs a service outside the State of Alaska.

2.07 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 IRFP and proposal. Discussions will be limited to specific sections of the IRFP 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 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.

2.08 FEDERAL REQUIREMENTS

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

2.09 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (§8.00 Attachment 4) must be completed and submitted with your bid.

STANDARD CONTRACT INFORMATION

3.01 CONTRACT APPROVAL

This IRFP does not obligate the state until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by EED. The state shall not be responsible for work done, even in good faith, prior to EED approval of the contract.

3.02 CONTRACT ADDITIONS, ANTICIPATED AMENDMENTS

At the State's sole option and contingent upon available funding, EED may invoke a second phase of this contract for additional professional services that fall within the general scope of the original contract. If opted for, work under this phase may not progress until the Procurement Officer of record determines in writing that the additional phase is necessary and in the State's best interest.

3.03 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 (i) 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 (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

- Student names;
- Students' state school identification numbers;
- Students' test scores or grades;
- Any other student personal information, such as address, birth date, school name, health or disciplinary information; and
- Library records described in AS 40.25.140.

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.

3.04 PAYMENT OF INVOICES

Invoices are to be mailed directly to the Contract Administrator at the address on the Standard Agreement Form (contract document). The state will pay all invoices within thirty (30) days of payment approval by the Project Director.

3.05 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B¹**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B¹** must be set out in the offeror's proposal.

3.06 CONTRACT FUNDING

Payment for the contract is subject to funds already appropriated and identified.

BACKGROUND, SCOPE AND LOCATION OF WORK

4.01 BACKGROUND INFORMATION

Since 2008, ASCA and the Rasmuson Foundation have partnered to support arts education in Alaska. Currently, ASCA administers and manages five arts education-based grant programs that the Rasmuson Foundation supports in whole or in part. In 2013, the Rasmuson Foundation increased its funding to ASCA to support programs focused on Cultural Heritage for Youth (CHY).

The CHY research, planning and development project should engage with a full spectrum of education, cultural and community organization leaders, as well as local entities that provide programs connecting youth to their cultural heritage. The individuals engaged as part of this research may include, but are not limited to, elected officials, cultural leaders, educators, teaching artists, arts organizations, local arts agencies, museums, libraries, civic groups, elders, Alaska Native corporations, IRA Councils, PTA members, workforce development officials and other non-profit and for-profit agencies. Engagement with Alaska Native communities and leaders will be a critical component in the development of the CHY program. However, this program is intended to be fully inclusive of and serve all cultural groups and ethnicities in Alaska. There are 229 federally recognized Alaska Native Tribes, and students in the English Language Learners program at the Anchorage School District speak 91 different languages in their home settings. The research for the Cultural Heritage for Youth program must embrace this wealth of diversity and should uncover a wide array of examples of how cultural populations in Alaska transfer cultural heritage to young people.

4.02 SCOPE OF WORK

1. Conduct statewide research on the needs of developing cultural heritage linkages for Alaskan youth. Identify existing assets and successful providers of cultural heritage for youth programming.
2. Work with ASCA staff to identify two rounds of “incubator” CHY grantees from the field, which will provide a laboratory for CHY research. Document and evaluate the programmatic outcomes of the incubator grants to inform the CHY development process.
3. (Incubator grants will be funded separately by ASCA, not as part of this contract.)
4. Survey and/or interview key statewide stakeholders on the needs related to the transfer of Cultural Heritage to Alaska’s youth.
5. Research potential CHY programming models from within Alaska and outside the state (national and international).
6. Based on the research of models and stakeholder interviews, make a series of recommendations for areas of priority and focus for the CHY program.
7. Develop and present recommendations for the CHY program, such as program structure, goals, priorities, assessment, etc.
8. Upon approval of recommendations, develop grant guidelines, application forms and review criteria for CHY.

4.03 DELIVERABLES

The selected contractor produce the following deliverables:

1. The selected contractor produce the following deliverables:
2. Provide documentation and report on the programmatic outcomes of the CHY incubator grants. (First round projects to begin no later than December 2014)
3. Provide report on research conducted with Alaska stakeholders and programmatic models.
4. In consultation with ASCA, develop the structure of the CHY grant programs, review criteria, guidelines and application/report forms.
5. Provide recommendations for the outreach and promotion of the new CHY program.
6. A final report for ASCA and its partners, due by June 1, 2014, that includes the above deliverables and a final budget (actuals).

4.04 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed at the contractor's work site and Anchorage, Alaska as necessary to perform the scope of services described in this IRFP.

EVALUATION CRITERIA

The total number of points used to score proposals is 100. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below.

The ASCA encourages proposals with a creative, innovative approach to providing the deliverables.

5.01 UNDERSTANDING OF THE PROJECT

Understanding will be a ten percent (10%) evaluation factor. Offerors should provide a concise narrative statement that illustrates their understanding of the requirements of the project, the project schedule, and the need for creativity and innovation.

5.02 METHODOLOGY USED FOR THE PROJECT

Methodology will be a fifteen percent (15%) evaluation factor. Offerors should provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the state's project schedule. ASCA encourages creative and innovative methodologies for this project.

5.03 MANAGEMENT PLAN FOR THE PROJECT

Management Plan will be a ten percent (10%) evaluation factor. Offerors should provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the state's project schedule.

5.04 EXPERIENCE AND QUALIFICATIONS

Experience and qualifications will be a fifteen percent (10%) evaluation factor. Proposals should demonstrate the applicable education and experience of the personnel designated to work on the project. Resumes will be scored within this category.

The successful applicant will demonstrate the following knowledge and experience:

1. Possesses knowledge of organizational planning, grants management, educational systems, and Alaska's cultural policy and arts community.
2. Familiar with state arts agency functions, organizational structure, and context within State government.
3. Awareness and sensitivity to Alaska's diverse cultures and communities-both urban and rural-and adept at communicating with multigenerational, multicultural constituencies.
4. Thorough understanding of contemporary issues in the arts and arts education sector.
5. Effective organizational skills and demonstrated excellent written and verbal communication.
6. Understand and interpret the way in which grant investments reflect larger strategic goals of the granting agency.

7. Ability to design efficient processes and corresponding documents such as grant applications and final reports.
8. Competency in the use of online collaborative technologies, such as Google docs.

5.05 WRITING SAMPLES

An evaluation of the submitted writing samples will be five percent (5%) of the evaluation factor. Writing samples should be relevant, illustrate normal work product of the offeror, and highlight creativity and innovation.

5.06 COST PROPOSAL (40 POINTS)

Cost proposals must include an itemized list of 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.

Cost will be a forty percent (40%) evaluation factor. The lowest priced proposal will receive the maximum number of points allocated to cost. Other proposals for cost point allocation will be determined by the following formula:

$(\text{Lowest Cost Proposal} \times \text{Maximum Points for Cost}) \div (\text{Cost of Each Higher Priced Proposal}) = \text{Total Points for cost}$

5.07 5% ALASKAN BIDDER PREFERENCE

An Alaska Bidder Preference of five percent will be applied to cost prior to evaluation. The preference will be given to a person who:

- (a) holds a current Alaska business license and;
- (b) submits a proposal for goods or services under the name on the Alaska business license and;
- (c) 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 and;
- (d) 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 or is a partnership, and all partners are residents of the state and;
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference.

5.08 5% ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of five percent will be applied to cost prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) 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 order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

5.09 ALASKA OFFEROR'S PREFERENCE (10 POINTS)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will also receive the Alaska Offeror's Preference. The preference will be ten percent (10%) of the total available points. This amount will be added to the overall score of each Alaska offeror after evaluation of proposals.

PROPOSAL FORMAT AND CONTENT

The Department wishes to discourage unnecessarily lengthy and costly proposal preparation; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of five parts – Cover Letter, Letter of Interest, Resumes, Writing Samples, and Cost.

All pages must be consecutively numbered.

6.01 COVER LETTER

An individual authorized to bind the offeror to the provisions of the IRFP must sign the proposal. The cover letter should contain the offeror's complete name, mailing address, email address, telephone number; a statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals; a statement confirming that the offeror will comply with all provisions of the IRFP; if applicable, provide notice that the offeror qualifies as an Alaska Bidder; provide an Alaska Business License number or certificate (if applicable); any objections to the stand terms and conditions or insurance requirements; and a statement relating to any perceived or potential conflict of interest.

6.02 A LETTER OF INTEREST

A letter of interest, not to exceed ten pages, with sections for the offeror's Understanding of the Project, Methodology Used for the Project, Management Plan for the Project, and Experience and Qualifications while addressing these specific elements:

1. The proposed approach to implementing the research, planning and development for the program, including the constituencies that would be engaged.
2. Potential topics and participants for any convenings/meetings that could take place as part of the research project.
3. The way in which the applicant plans to engage with ASCA staff and partners in the research, planning and development project.
4. The methodologies and research instruments the applicant plans to use.
5. A project timeline that includes significant milestones.
6. Description of applicant's areas of knowledge/expertise in Alaska Native communities and other culturally specific communities in Alaska.
7. How the applicant meets the qualifications (listed above) required for this project.
8. The applicant's capacity to complete the project.

6.03 RESUMES

Resumes of all individuals who will be involved in executing the project. These must highlight relevant experience and qualifications to the requirements of this IRFP.

6.04 WRITING SAMPLES

One to three writing samples of no more than five pages each that illustrate the applicant's experience working in research/planning or similar grant program development work.

6.05 COST PROPOSAL

The Cost Proposal must be submitted on the form provided in this document. **Only one copy of the Cost Proposal need be submitted and must be submitted in a separate, sealed envelope or as a separate e-mail attachment. No portion of the Cost Proposal shall be included within the body of the proposal.**

ATTACHMENTS

7.01 ATTACHMENTS

- Attachment 1. Sample Standard Agreement Form
- Attachment 2. Indemnity and Insurance Requirements
- Attachment 3. Federal Debarment Certification Form

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and
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9. Contractor	hereafter the Contractor
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Mailing Address	Street or P.O. Box	City	State	ZIP+4
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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 14, 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 Federal Debarment certification requirements of the contract: by entering into this contract you are certifying compliance with this appendix.

2.4 Appendix D 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 _____.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix E.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of
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Mailing Address	Attention:
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12. CONTRACTOR	
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Name of Firm	
Signature of Authorized Representative	Date
Typed or Printed Name of Authorized Representative	
Title	

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.

13. CONTRACTING AGENCY		
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Department/Division	Date
Signature of Project Director	
Typed or Printed Name of Project Director	
Title	

Signature of Head of Contracting Agency or Designee	Date
Typed or Printed Name	
Title	

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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 an 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. 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. 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.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to 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.

SAMPLE

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

APPENDIX C
Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. This "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," must be acknowledged and submitted with this signed Agreement.

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

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

(SIGNING THIS AGREEMENT COMPLETES THE CERTIFICATION. BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Agreement.

Instructions for Certification

1. By signing and submitting this Agreement, 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 Agreement 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," "Agreement," 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 Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Agreement 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 Agreement 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.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

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

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

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

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

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

Name and Title of Authorized Representative

Signature

Date

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.