STATE OF ALASKA
REQUEST FOR PROPOSALS

DCRA NEEDS ASSESSMENT AND ACTION RECOVERY PLAN: TYPHOON MERBOK

RFP 250000005

ISSUED FRIDAY, NOVEMBER 15, 2024

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs is soliciting proposals from qualified offerors to complete a Typhoon Merbok Unmet Needs Assessment and Action Recovery Plan as part of the Community Development Block Grant Disaster Recovery award through the U.S. Department of Housing and Urban Development.

ISSUED BY:	PRIMARY CONTACT:
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT DIVISION OF COMMUNITY AND REGIONAL AFFAIRS	KAIDEN WARD PROCUREMENT SPECIALIST KAIDEN.WARD@ALASKA.GOV

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 Division of Community and Regional Affairs (DCRA), of the Department of Commerce, Community, and Economic Development (DCCED) is soliciting proposals from qualified offerors to complete a Typhoon Merbok Unmet Needs Assessment (UNA) and Action Recovery Plan (ARP) for our Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery award.

The Community Development Block Grant Disaster Recovery (CDBG-DR) Program receives funding from Congress in response to extraordinary impacts from disasters. HUD formally announces the CDBG-DR awards and publishes rules for the awards in a Federal Register notice. DCRA is the lead agency for administering CDBG-DR funds on behalf of the State of Alaska. Through the CDBG-DR, HUD allocated funding to the State of Alaska to provide disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization related to Typhoon Merbok.

The purpose of this RFP is to select a qualified contractor to complete a Typhoon Merbok UNA and ARP to describe how funds from the Department's CDBG-DR award will be used to help most impacted and distressed Alaska communities recover from Typhoon Merbok.

SEC. 1.02 BUDGET

The budget estimate is only an estimate of the total spend on required services. The total spent from the contract resulting from this RFP shall not exceed $800,000. This amount covers the contractor's entire expenses associated with the scope of work, including personnel, office expenses, travel, and subcontractors. Proposals at more than $800,000 will be considered non-responsive

Payments for the contract up to $800,000 are subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be fully received no later than 4:00 PM prevailing Alaska Standard Time on Monday, December 30, 2024, as indicated by email timestamp. Late proposals will not be considered.

Note: emailing your proposal exactly at the deadline will likely result in the proposal being received after the deadline. Late proposals cannot be accepted and will be rejected.

SEC. 1.04 PRIOR EXPERIENCE

The Offeror must have been in business for at least five years and be able to show prior experience in project management for large capital projects (long-term projects requiring relatively large sums of funding to acquire, develop, improve, and/or maintain a capital asset (such as land, buildings, infrastructure).

The offeror must employ professional(s) with experience in providing the services that are required under this solicitation. This includes:

1) At least five years' project management experience.
2) Project Management Professional Certification is desired but not required.
3) At least five years' planning experience in rural communities.
4) American Institute of Certified Planner Certification is desired but not required.
5) Prior experience in community outreach and engagement related to natural hazard impacts.
6) Three years of experience developing and conducting community surveys, interviews, and public hearings and analyzing qualitative and quantitative data.
7) Three years of experience developing strategic plans, including action or implementation plans.

8) Three years of experience working on Federal grants including reporting requirements, understanding deduplication of benefits, and adherence to fraud, waste, and abuse protocol.
9) Three years of experience coordinating and facilitating large meetings, soliciting involvement by community leaderships and multiple agencies.
10) Experience contracting with recipients of HUD disaster recovery grants.[1]

Detailed information must be included in the Offeror's proposal response which describes the Offeror's experience and expertise in providing the services that are required under this solicitation, regardless of any proposed subcontractors' experience. If a subcontractor(s) is proposed for a portion of the work, their prior experience must also be detailed.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be 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 specialist. 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. Other questions may be more complex and may require a written amendment to the RFP. The procurement Specialist will make that decision.

PROCUREMENT SPECIALIST: KAIDEN WARD

EMAIL: KAIDEN.WARD@ALASKA.GOV

Sec. 1.07 RETURN INSTRUCTIONS

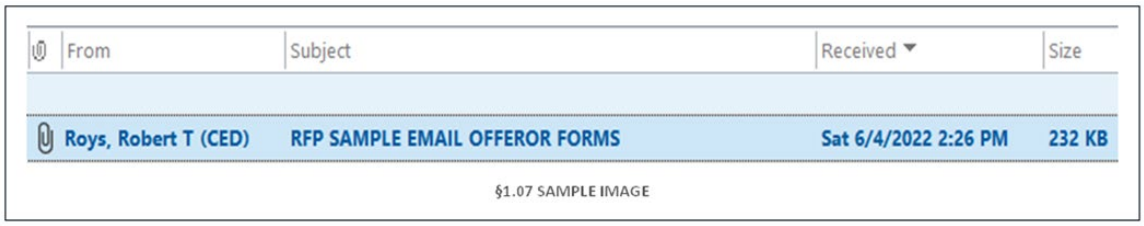
The Submittal Forms must be saved as separate PDF documents and emailed to ced.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Submission Form A.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. MS Excel Submittal Forms must be submitted in the original MS Excel format.

Note that the email address for submitting your proposal is not the email address of the Procurement Officer contract for this RFP. Submissions sent to the incorrect email address may result in the proposal being rejected as non-responsive.

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.

Note that email transmission is not instantaneous. Like sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it with enough lead time to ensure the email is delivered by the deadline for receipt of proposals. Late proposals are always rejected as non-responsive: late is late.

We are not allowed to open emails until after the deadline for receipt of proposals. The State is not responsible for unreadable, corrupt, or missing attachments. When an email is received that is presented as a response to this RFP, a "reply all" email will be sent with an image of the email in our inbox like this sample image:



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[2]

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		Friday,November 15, 2024
Pre-Proposal Conference		Friday, November 22, 2024

Deadline for Questions	16:00	Monday, December 9, 2024
Deadline for Receipt of Proposals / Proposal Due Date	16:00	Monday, December 30, 2024
Proposal Evaluations Complete		Tuesday, January 21, 2025
Notice of Intent to Award		Friday, January 24, 2025
Contract Issued		Tuesday, February 4, 2025

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 Commerce Community and Economic Development, 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

There may be a pre-proposal conference held via Microsoft Teams. Those wishing to attend the Teams meeting must contact the Procurement Officer in advance to receive information on how to attend. The pre-proposal teleconference will not be held if there are no parties registered by the deadline in §1.11 RFP SCHEDULE.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

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.

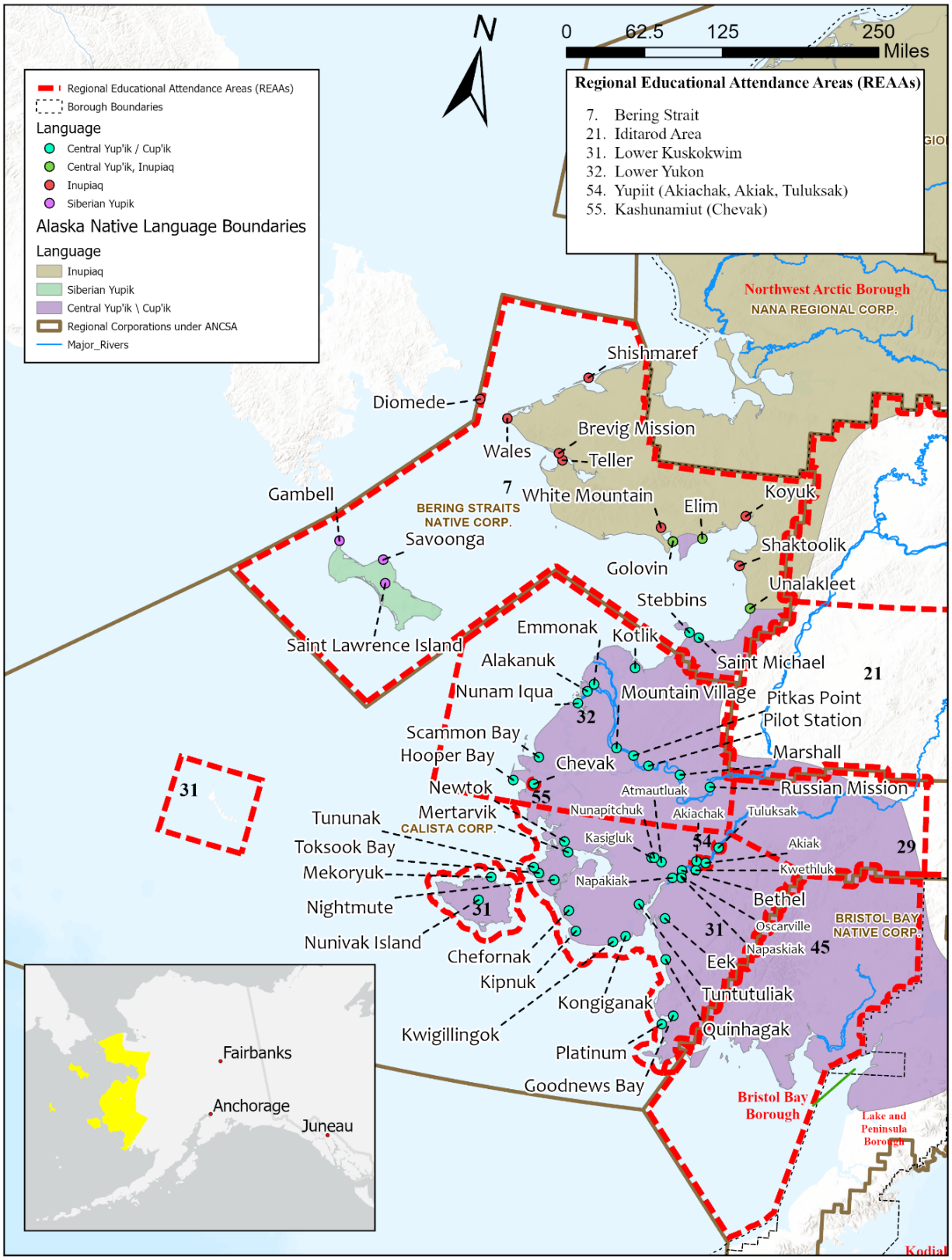
SECTION 2. BACKGROUND INFORMATION

The remnants of Typhoon Merbok (Merbok) impacted approximately 1300 miles of Alaska's western coast on Saturday, September 17, 2022; a coastline larger than California and Oregon combined. The 52 communities most impacted and distressed (MID) by Merbok are remote, rural, and unattached from Alaska's road system. Table 1, below, provides a list of these communities by region/watershed and regional hub. Figure 1, next page is a map identifying the Merbok Impact Area (MIA) and MID communities. The MIA is largely home to Yup'ik and Inupiaq Peoples. Most MID community members identified in the blue boundary largely identify as Yup'ik speaking peoples. Most MID community members identified in the green boundary largely identify as Inupiaq speaking peoples. MID communities identified within the yellow boundary include both Yup'ik and Inupiaq speaking peoples.

Table 1. 52 Communities Most Impacted and Distressed by Merbok by Watershed and Regional Hub

Bering Straits Region Regional Hub: Nome	Yukon River Drainage Regional Hub: Bethel	Kuskokwim River Drainage Regional Hub: Bethel
1. Brevig Mission	1. Emmonak	1. Akiachak
2. Diomede	2. Alakanuk	2. Akiak
3. Elim	3. Nunam Iqua	3. Atmautluak
4. Gambell	4. Mountain Village	4. Chefornak
5. Golovin	5. Scammon Bay	5. Eek
6. Koyuk	6. Hooper Bay	6. Goodnews Bay
7. Nome	7. Chevak	7. Kasigluk
8. Savoonga	8. Mertarvik	8. Kipnuk
9. Shaktoolik	9. Pitka's Point	9. Kongiganak
10. Shishmaref	10. Pilot Station	10. Kwethluk
11. St. Michael	11. Marshall	11. Kwigillingok
12. Stebbins	12. Russian Mission	12. Napaskiak
13. Teller	13. Tununak	13. Napaskiak
14. Unalakleet	14. Toksook Bay	14. Nunapitchuk
15. Wales	15. Mekoryuk	15. Oscarville
16. White Mountain	16. Nightmute	16. Platinum
	17. Bethel	17. Quinhagak
		18. Tuluksak
		19. Tuntutuliak

Figure 1. (MIA) and MID Communities



Indigenous Yup'ik and Inupiaq Peoples share interconnected relationships with the lands and animals in their areas. Practicing their ways of life depend on understanding weather patterns; ice; bird, mammal, and fish migrations; and hunting, fishing, whaling, and food processing activities. These understandings are the product of observations, experiences, and elder's teachings. Special care will need to be taken to align meetings with MID community members to avoid interfering with their key cultural activities and celebrations. Yup'ik and Inupiaq cultures practice food and resource gathering activities year-round. Timeframes for key Yup'ik cultural activities include fishing between June and August, berry picking in August and September, moose hunting in September, and marine mammal hunting between April and June. Key Inupiaq cultural activities include fishing between June and August, berry picking in July and August, land mammal hunting in September and October, and marine mammal hunting and whaling between April and June.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

DCRA is the lead agency for administering HUD CDBG-DR funds on behalf of the State of Alaska. Through the CDBG-DR, HUD allocated funding to the State of Alaska to provide disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization. As part of this CDBG-DR effort, DCRA is soliciting proposals from qualified offerors to complete a Typhoon Merbok UNA and ARP. to describe the proposed use of CDBG-DR funds, including the criteria for eligibility and how the uses address disaster relief and recovery from Typhoon Merbok in the most impacted and distressed communities. Key objectives to be completed by December 31, 2026 include:

1. Identify available and deployed funding to mitigate unmet needs linked to or exacerbated by Merbok in MID communities.
2. Conduct unmet needs survey in MID communities.
3. Coordinate three regional meetings among MID communities to identify unmet needs
4. Facilitate three regional meetings among MID communities to identify unmet needs
5. Analyze survey and regional meeting unmet needs data
6. Submit Typhoon Merbok Action Recovery Plan

Proposers should provide a project schedule with estimated dates for completion of these objectives.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the award date Tuesday February 4, 2025[3], approximately, through June 30, 2027**.**

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

SEC. 3.03 DELIVERABLES

Throughout the project, the Contractor will work closely with the Division of Community and Regional Affair's (DCRA) Grant Administration Manager (Manager). Some tasks will require coordination with other DCRA staff, including the Grant Administrator 3 (Administrator), Program Coordinator 1 (Coordinator), and Research Analyst 4 (Data Analyst).

The contractor will be required to provide the following deliverables:

1. Identify Obligated (Available) and Disbursed (Awarded) Funding provided to MID Communities

Working with the Manager, the Contractor will gather information from key federal and state agencies to identify:

a. Available federal funding sources to mitigate unmet needs associated with Typonn Merbok in MID communities.
b. Deployed federal funds addressing needs associated with Typhoon Merbok in MID communities.

Information on available and deployed federal funds will be prepared in tabular format and included in the final deliverable of this project, the Action Recovery Plan. This information will help identify gaps in funding, improve understanding of current projects and available funding sources, prevent duplication of effort, and inform decision-making processes to address remaining unmet needs.

2. Conducting Unmet Needs Survey

The Contractor will develop a community-based unmet needs survey (Survey) which the Contractor will conduct in MID communities. The purpose of the survey is to collect MID community members' unmet needs linked to or exacerbated by Typhoon Merbok. The Contractor will strive to deploy a stratified sampling survey design method to produce a broader understanding of MID communities' unmet needs across population cohorts. The Coordinator will ensure responses are kept secured and relayed to DCRA via a secure file transfer protocol (FTP).

3. Organizing, Coordinating and Facilitating Regional Meetings

The contractor will organize, coordinate , and facilitate three regional meetings (Meetings), two in Bethel (one for MID communities in the Yukon River drainage, and one for communities in the Kuskokwim River drainage) and one in Nome (for MID communities in the Bering Straits region), to identify and discuss unmet needs in MID communities. Participation will be voluntary. Each MID community, the Association of Village Council Presidents (AVCP), AVCP Regional Housing Authority, Kawerak, and the Bering Straits Regional Housing Authority will have the opportunity to appoint and send one representative to a regional Meeting. Representatives from MID communities and regional non-profit organizations sharing cultural connections will be grouped together to participate in one of the three Meetings.

The Contractor will develop a Meeting agenda to address the following three initiatives:

a. Present an overview of the Typhoon Merbok CDGB-DR award, purposes, and allowable costs.
b. Identify and discuss MID communities' unmet needs.
c. Learn MID communities' perceptions on how project awards should be determined.

The Contractor will reach out to and collaborate with AVCP and Kawerak to learn how best to facilitate meetings in their areas. The Contractor will apply their discoveries to develop and execute a culturally appropriate approach to facilitate Meetings that encourages dialogue among all Meeting participants and seeks to document MID communities shared and unique unmet needs.

The Contractor will facilitate each Meeting, which will be recorded and transcribed by the Contractor. The Contractor will ensure each Meeting participant's speech and the MID community they represent is distinguishable in the transcription. Meeting transcriptions will include only the MID community each participant represents and not their personally identifiable information.

4. Analyzing Unmet Needs Data

The Contractor will develop methods and an analytical framework to gather and analyze MID community participants' unmet needs data, including their perceptions on how project awards should be determined. Methods and the analytical framework should describe processes for analyzing Survey results and Meeting transcription data. The Contractor will analyze Survey and Meeting transcript data. A list will be created for each MID community identifying their specific unmet needs. A separate list will be created identifying unmet needs expressed by all MID communities. Unmet need types will be identified from the master list of all MID communities' unmet needs. Unmet need types could include unmet needs related to housing, infrastructure,

waste, utilities, cultural facilities (e.g. fish camps), etc. The Contractor will present monthly progress updates on the analysis to the Administrator and Manager via Teams.

5. Developing, Finalizing and Submitting a Typhoon Merbok (ARP)

The Contractor will share unmet needs analysis results with the Data Analyst demonstrating the unmet need types experienced in each MID community. The Data Analyst will produce and provide three maps to the Contractor:

a. A map identifying the MIA and MID communities grouped by Yup'ik and Inupiaq language boundaries.
b. A map delineating MID communities represented by Meeting participants grouped by Meeting location.
c. A map, or maps illustrating and connecting unmet need types to MID communities.

These maps will illustrate the MID area and improve communication of findings.

The Contractor will develop and provide a draft ARP to key parties identified by DCRA. This draft ARP must include:

a. All HUD required ARP elements, including unmet needs assessment findings and the above referenced maps. The Manager will provide the Contractor with a list of all HUD required ARP elements.
b. A discussion on Meeting participants' perceptions on how awards should be determined.
c. Appendices, including lists of each MID community's unmet needs observed during Meetings and analysis.
    i. The Contractor will organize, present, and discuss MID communities' unmet needs by unmet need type.
    ii. Citations to appendices listing MID communities' unmet needs will connect findings to discussions on each specific unmet need type.
d. The Data Analyst's third map, or maps will be presented in the ARP unmet needs assessment section to illustrate findings organized by unmet need types.
e. The ARP draft will also include funding recommendations substantiated and informed by unmet needs assessment findings, including Meeting Participants' perceptions on how funds should be determined.

Draft ARP Review

The draft ARP will be reviewed by key parties identified by DCRA. The Manager will finalize and submit the draft ARP to HUD for review. HUD will review and return the draft ARP to the Manager. The Manager will revise, finalize, and return the final ARP to HUD for approval by December 2026.

SEC. 3.04 CONTRACT TYPE

This contract is a **Firm Fixed Price** contract. There will be no change on final approved pricing.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable to this RFP.

SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Commerce, Community and Economic Development 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 made 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. 3.08 CONTRACT PRICE ADJUSTMENTS

Not applicable to this RFP.

SEC. 3.09 LOCATION OF WORK

The state will not provide workspace for the contractor. The contractor must provide its own workspace. The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for the required personal to make the presentations required in §3.03.3. Travel to other locations will not be required.

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

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

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

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

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS

Not applicable to this RFP.

SEC. 3.11 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall 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 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, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

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

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 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. 3.14 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. 3.15 CONTRACT PERSONNEL

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

SEC. 3.16 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. 3.17 LIQUIDATED DAMAGES

Not applicable to this RFP.

SEC. 3.18 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 Commerce, Community, and Economic Development or the Commissioner's designee.

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

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

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no

objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

SEC. 3.20 INDEMNIFICATION

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

SEC. 3.21 INSURANCE REQUIREMENTS

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

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

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

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

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

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under $100,000	$300,000 per Claim/Annual Aggregate
$100,000-$499,000	$500,000 per Claim/Annual Aggregate
$500,000-$999,999	$1,000,000 per Claim/Annual Aggregate
$1,000,000 or over	Refer to Risk Management

SEC. 3.22 TERMINATION FOR DEFAULT

a. 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 the remaining work.

b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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	10
Submittal Form C – Understanding of the Project	10
Submittal Form D – Methodology Used for the Project	10
Submittal Form E – Management Plan for the Project	10
Submittal Form F – Provision of Deliverables	10
Submittal Form G – Subcontractors	
Submittal Form H – 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).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B.

SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the 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 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. 4.07 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.

Offerors must also provide a work schedule showing the anticipated dates each milestone and deliverable will be 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).

SEC. 4.08 PROVISION OF DELIVERABLES 1-5 (SUBMITTAL FORM F)

Offerors must provide comprehensive narrative statements that set out how they will provide for Deliverables 1 through 5 in Section 3.03.

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. 4.09 SUBCONTRACTORS (SUBMITTAL FORM G)

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

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM H)

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.

All certified dates of completion must match dates provided on submittal form E.

SEC. 4.11 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable to this RFP.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

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) Each responsive Technical 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 proposals 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)	140
Understanding of the Project	(Submittal Form C)	90
Methodology Used for the Project	(Submittal Form D)	90
Management Plan for the Project	(Submittal Form E)	90
Provision of Deliverables	(Submittal Form F)	90
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form H)	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, 5, or 10, with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score. 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 score of 10. 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 score of 1.

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:

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

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:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

Proposals will be evaluated against the questions set out below:

1) Are the resumes complete, and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
2) Do the proposed project manager and other key personnel demonstrate experience with leading and integrating every aspect of the multi-faceted project?
3) Does the proposed project manager have Project Management Professional Certification?
4) Does the proposed project manager have more than five year's project management experience?
5) Does the proposed lead planner have American Institute of Certified Planner Certification?
6) Does the proposed lead planner have more than five years' planning experience in rural communities?
7) Has the firm been in business from more than five years?
8) Is the firm able to show prior experience in community outreach and engagement on natural hazard impacts?
9) Does the proposer have thorough knowledge of strategic planning as well as community planning and development?
10) Has the proposer demonstrated experience in developing, delivering, and assessing community surveys?
11) Is the proposer experienced with coordinating and facilitating large meetings, soliciting involvement by community leaderships and multiple agencies?
12) Does the proposer demonstrate experience working in Rural Alaska?
13) Has the firm provided letters of reference from previous clients (not DCCED) that indicate exemplary, on time and within budget performance?
14) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
15) What prior experience does the firm have contracting with recipients of HUD disaster recovery grants?[4]

SEC. 5.05 UNDERSTANDING OF THE PROJECT

Proposals will be evaluated against the questions set out below:

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2) How well has the offeror identified pertinent issues and potential problems related to the project?

3) To what degree has the offeror demonstrated an understanding of the deliverables and the timeline and an ability to provide the deliverables and meet the schedule?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT

Proposals will be evaluated against the questions set out below:

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

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT

Proposals will be evaluated against the questions set out below:

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

SEC. 5.08 PROVISION OF DELIVERABLES

Proposals will be evaluated against the questions set out below:

1) How well has the offeror demonstrated capabilities to identify Obligated (Available) and Disbursed (Awarded) Funding provided to MID Communities?
2) How well has the offeror demonstrated capabilities to conduct Unmet Needs Survey?
3) How well has the offeror demonstrated capabilities to organize, coordinate, and facilitate regional meetings?
4) How well has the offeror demonstrated capabilities to analyze unmet needs data?
5) How well has the offeror demonstrated capabilities to develop, finalize, and submit a typhoon Merbok action recovery plan.?

SEC. 5.09 CONTRACT COST

Overall, a maximum 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:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (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 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = ***374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 cost of Offeror #3's proposal = **336.8**

SEC. 5.10 ALASKA OFFEROR PREFERENCE (10%)

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, they may be held in a conference room on the 9th floor of the State Office Building in Juneau, Alaska or by MS Teams.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

1) holds a current Alaska business license prior to the deadline for receipt of proposals;
2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all

members are residents of the state, or is a partnership under 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

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

A. sole proprietorship owned by an Alaska veteran;

B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;

C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or

D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

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

Alaska Veteran Preference Certification

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

SEC. 6.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, 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:

A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or

B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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. 6.15 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.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. 6.16 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. 6.17 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.18 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. 6.19 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. 6.20 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. 6.21 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. 6.22 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. 6.23 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. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

SEC. 6.25 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. 6.26 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. 6.27 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. 6.28 SOLICITATION ADVERTISING

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

SEC. 6.29 FEDERALLY IMPOSED TARIFFS

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

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

SECTION 7. ATTACHMENTS

Attachments:

1) Sample Standard Agreement Form
2) Federal Debarment Certification Form
3) Submittal Form A Offeror Certifications
4) Submittal Form B Experience and Qualifications
5) Submittal Form C Understanding of the Project
6) Submittal Form D Methodology Used for the Project
7) Submittal Form E Management Plan Used for the Project
8) Submittal Form F Provisions of Deliverables
9) Submittal Form G Subcontractors
10) Submittal Form H Cost

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[1] **A01) Administrative addition add prior experience to section 1.04 #10.**
[2] **A02) Update to the RFP schedule everything extended 2 weeks**
[3] **A02) Update to the contract start date to account for the 2-week extension**
[4] **A01) Additional question #15 added to section 5.04.**