



STATE OF ALASKA
Department of Military and Veterans Affairs
Division of Administrative Services
P.O. Box 5800
Ft. Richardson, Alaska 99505

Request For Proposals

RFP Number: 2009-0900-8469

Date of Issue: February 5, 2009

Offers Due: February 27, 2009 by 1:30PM

Title: Continuity of Operations Plan for Dept of Homeland Security and Emergency Management, State of Alaska

Purpose: The State Department of Military and Veterans Affairs / Division of Homeland Security & Emergency Management seeks a contractor to write a Continuity of Operations Plan. The project is funded for approx. 150 days from the date of agreement.

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 subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Mark Ford
Procurement Officer
Department of Military & Veterans Affairs
Division of Administrative Services
P.O Box 5800
Ft. Richardson, Alaska 99505
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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit four copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

**Department of Military & Veterans
Division of Administrative Services
Attention: Mark Ford
Request for Proposal (RFP) Number: 2009-0900-8469
Project Name: Continuity of Operations Plan for the Division of Homeland Security and
Emergency Management
P.O Box 5800
Ft. Richardson, Alaska 99505
PH: 907-428-6026 / FAX: 907-428-6027**

Proposals must be received no later than **1:30 P.M., Alaska time on February 27, 2009**. Fax proposals are acceptable but not encouraged (only send one copy if faxed). Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROJECT MANAGER, Brian Fisher Emergency Management Specialist III, PHONE: 907-428-7014,
Email: brian.fisher@alaska.gov

PROCUREMENT OFFICER: Mark Ford – PHONE: 907-428-6026- FAX: 907-428-6027 - TDD 907-428-6028
Email: mark.ford@alaska.gov

1.02

Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately March 16, 2009, for approximately **150** calendar days until completion, approximately August 31, 2009.

Unless otherwise provided in this RFP, 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.

The approximate contract schedule is as follows:

- [a] Issue RFP: **February 5, 2009**
- [b] Pre-proposal meeting (to discuss RFP with potential participants), **February 11, 2009 1:30pm-2:30pm** at the Anchorage Armory tentatively located in Room B208, Anchorage Armory & Readiness Center, Building 49000, Ft. Richardson, Alaska 99505 (for further directions contact DHS&EM at 907-428-7000) This meeting will also include a presentation and discussion on the current RFP's scope of work.
- [c] **RFP Period Closes: February 27, 2009 at 1:30PM local time. Late bids will not be accepted.**
- [d] Proposal Evaluation Committee complete evaluation by March 5, 2009
- [e] State of Alaska issues Notice of Intent to Award a Contract, March 6, 2009
- [f] State of Alaska issues contract March 16, 2009
- [g] Contract start , March 16. 2009
- [h] Conduct kickoff meeting with contractor within 30 days of awarding of the contract at DHS&EM
- [i] Quarterly Narrative and Financial Reports are required according to the following schedule:
 - March 16, 2009 to March 31, 2009 Due April 15, 2009
 - April 1, 2009 to June 30, 2009 Due July15, 2009
 - July 1, 2009 to August 31, 2009 Due September 15, 2009
- [j] Draft of plan due for review to DHS&EM on 15 July 2009.
- [k] Revision of plan due for review to DHS&EM by 15 August 2009.
- [l] Contractor submits final report by **September 15, 2009.**

1.03

Purpose of the RFP

The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management, through maximum free and open competition, is soliciting proposals for developing a Continuity of Operations Plan (COOP) for the Division of Homeland Security and Emergency Management. The plan will be developed in accordance with the most current versions of the national incident management system (NIMS), the national response framework (NRF), Federal Continuity Directives 1 and 2, as well as current state, local and other regulations that may affect authorities and activations. The project shall include the following:

1. Develop a Continuity of Operations plan utilizing an all hazards approach that will be flexible enough to use in all situations. Hazards include but are not limited to natural events such as floods, earthquakes, fires but include man-made emergencies such as terrorist attacks, hazardous material incident or law enforcement issues as well.
2. Develop a description of the plans purpose. It should include a brief summary on the components of the plan including the functional annexes.
3. Provides organizational structures, roles and responsibilities, policy guidance, and operational directives to coordinate and support response activities.
4. Describe the organization and assignment of responsibilities.
5. The plan must be approved by the Director of the Division of Homeland Security & Emergency Management and the State Emergency Response Commission All Hazards Plans Review Committee (SERC AHPC).

1.04

Budget

Department of ***Military and Veterans Affairs***, Division of Homeland Security and Emergency Management, estimates a budget of between \$25,000.00 and \$35,000.00 dollars for completion of this project. Proposals priced at more than ***\$35,000.00*** will be considered non-responsive.

1.05

Location of Work

The location(s) the work is to be performed, completed and managed.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide their own work space.

The contractor should include in their price proposal an estimated project budget with these categories:

- Personal Services
- Contractual
- Travel
- Equipment
- Supplies
- Profit
- Subcontractors

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States; and
- (b) 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: <http://www.state.gov/g/tip/>.

Failure to comply with (a) or (b) of this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

1.06

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.

1.07

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.08

Questions Received Prior to Opening of Proposals

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

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09

Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10

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.

1.11

Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

May be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in its best interests of the state. **A proposal from a debarred or suspended offeror shall be rejected.**

1.12

State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal, nor any travel expense to attend the Pre-proposal Conference.

1.13

Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14

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. The contractor is required to comply with all affirmative action requirements, including taking all necessary steps to ensure contracting opportunities with small and minority firms, women's business enterprises, and labor surplus area firms. The primary contractor must ensure affirmative action compliance of all subcontractors.

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:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license; and
- (f) 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 manager.

1.15

Joint Ventures

Joint ventures will not be allowed.

1.16

Offeror's Certification

By signature on the proposal and the attached certifications and assurances, offerors certify that they comply with the following requirements and regulations:

- (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;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
- (i) Lobbying; Debarment, Suspension and other responsibility matters; and Drug-Free Workplace requirements;
- (j) All terms and conditions set out in this RFP;
- (k) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (l) That the offers will remain open and valid for at least 90 days; and
- (m) Past projects that have demonstrated knowledge, skills and abilities identified in the "purpose of the RFP" section 1.03.

If any offeror fails to comply with [a] through [m] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17

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 Military & Veterans Affairs 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.

1.18

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.

1.19

Solicitation Advertising

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

1.20

News Releases

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

1.21

Assignment

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

1.22

Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23

Severability

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

1.24

Federal Requirements

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

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-proposal Conference

A pre-proposal conference will be held at Room B208, Anchorage Armory & Readiness Center, Building 49000 Camp Denali, Fort Richardson, Alaska from **1:30pm – 2:30pm local time February 11, 2009**. 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. Pertinent questions and answers will be transcribed and sent to prospective offerors in the form of an amendment as soon as possible after the meeting. The cut off date for questions from vendors will be COB February 20, 2009 in order to have time to respond.

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.

2.03

Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity and capability 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.

2.04

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.

2.05

Supplemental Terms and Conditions

Proposals must comply with Section **1.11 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:

- a) 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
- b) 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.

2.06

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 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 proposal evaluation committee may be adjusted as a result of a clarification under this section.

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 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 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

Prior Experience

1. Three (3) years experience as a community or emergency management/ HLS planning OR in a planning related field
2. Bachelor degree in Planning or a related field
3. Submission of two (2) recent Emergency Operations plans for review, prepared by the contractor
NOTE: This may be submitted on CD ROM and any proprietary information maybe redacted.
4. Submission of one (1) Continuity of Operations plan for review, prepared by the contractor.
5. NOTE: This may be submitted on CD ROM and any proprietary information maybe redacted
Description of prior successful community or emergency planning, and comprehensive planning experience.

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements.

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.

2.09

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 SEVEN of this RFP.

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.

2.10

Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.11

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.

2.12

Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit 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.
- Mining licenses issued by Alaska Department of Revenue.

2.13

Application of Preferences

(Section deleted per written determination and AS 36.30.890)

2.13a

NOTE: Compliance with the *Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* steps to ensure contracting opportunities with small and minority firms, women's business enterprise and labor surplus area firms.

2.14

5 Percent Alaskan Bidder Preference

2 AAC 12.260 & AS 36.30.170

(Section deleted per written determination and AS 36.30.890)

2.15

Formula Used to Convert Cost to Points

AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

2.16

Alaskan Offeror's Preference AS 36.30.250 & 2 AAC 12.260

(Section deleted per written determination and AS 36.30.890)

2.17

Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS. 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 the Anchorage Armory conference room on the basement floor of Building 49000, Ft. Richardson, Alaska.

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

2.18

Failure to Negotiate

If the selected offeror

1. fails to provide the information required to begin negotiations in a timely manner; or
2. fails to negotiate in good faith; or
3. indicates they cannot perform the contract within the budgeted funds available for the project; or
4. 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.

2.19

Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.20

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;

- (a) The name, address, and telephone number of the protester;
- (b) The signature of the protester or the protester's representative;
- (c) Identification of the contracting agency and the solicitation or contract at issue;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) 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."

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Type

Fixed Price Contracts

Firm Fixed Price

This contract will be a firm fixed price agreement. Cost proposals must include a projected budget with an itemized list of all direct costs associated with the performance of the contract, including, but not limited to Personal Services (total number of hours at various hourly rates, direct benefit expenses, payroll, percentage of each person's time devoted to the project), Contractual Services, Travel, Equipment, Supplies and Profit. No indirect costs are allowed.

3.02

Contract Approval

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

3.03

Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04

Proposal as a Part of the Contract

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

3.05

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.

3.06

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 B2, 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 B2 must be set out in the offeror's proposal.

3.07

(Deleted)

3.08

Contract Funding

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

3.09

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 manager.

3.10

Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Military & Veterans Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11

Informal Debriefing

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

3.12

Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project manager. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

3.13

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 manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Ineligible, unallowable, or any otherwise unauthorized expenditures will not be reimbursed. Source documentation is required for reimbursement of expenses.

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.

3.14

Termination for Default or Convenience

Procurement contracts can generally be terminated for the awarding agency's convenience as well as for the vendor's nonperformance or violations of terms and conditions.

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

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

The state reserves the right to terminate the contract for convenience, which may include, but is not limited to, unexpended funds pulled back to FEMA and reallocated to a national disaster. Contractor will be reimbursed for all encumbered expenses performed at that time.

3.15

(Deleted)

3.16

Contract Changes - Unanticipated Amendments

During the performance of this contract, the contractor may be required to modify the original Scope of Work, such as but not limited to, substituting a jurisdiction for one named in this RFP. Such modifications will be considered within the general scope of the contract. The project manager will provide the contractor a written description of the modification and request the contractor to submit a firm time schedule to accomplish the modification. The description and the time schedule will constitute an amendment, signed by both parties, and become part of the contract.

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

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

3.17

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR BACKGROUND INFORMATION

4.01

Background Information

Background information concerning this project is as follows: The Department of **Military and Veterans Affairs**, Division of **Homeland Security and Emergency Management**, is tasked with developing a Continuity of Operations Plan for the Division of Homeland Security and Emergency Management. A Continuity of Operations Plan is necessary to ensure the continued operation of the Division of Homeland Security and Emergency Management after a disaster or other like event has damaged our current location at the National Guard Armory located aboard Fort Richardson Army base in Anchorage Alaska. The division must be able to continue to provide assistance to Alaskans in need at all times thus necessitating a plan to allow the division to function and perform our essential functions at all times per Alaska State Statutes 26.23 which outlines the division's duties. The plan must also comply with the current versions of the national incident management system (NIMS), the national response framework (NRF), Federal Continuity Directives 1 and 2, as well as current state, local and other regulations that may affect authorities and activations. The plan must be operational not later than 12 hours after the event and operations must be able to be sustained for at least 30 days. The plan must include all 11 essential elements of a COOP plan. The 11 elements are: 1) Essential Functions, 2) Orders of Succession, 3) Interoperable Communications, 4) Delegation of Authority, 5) Family Support Planning, 6) Alternate Facilities, 7) Devolution, 8) Vital Records Management, 9) Human Capital, 10) Test, Training & Exercises (TT&E) and 11) Reconstitution.

The completed plan will be used to provide follow on Continuity of Government efforts in the state. When pertinent, the Continuity of Operations Plan will address Continuity of Government essentials. The aim is to maximize the efforts of the COOP plan on the follow in Continuity of Government Plan. With this in mind, the COOP plan should include the elements of a Continuity of Government (COG) plan if possible.

This project is funded through a 2008 EMPG grant and the final report for the project must be completed by September 2009.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

- 5.01.1 Contractor will develop a Continuity of Operations Plan for the Division of Homeland Security & Emergency Management using an All Hazards approach when writing the plan. The Contractor will ensure compliance with current State and Federal regulations (listed in 4.01) when writing this plan. The plan must ensure the Division of Homeland Security and Emergency Management will be able to carry out its statutory and regulatory duties to provide assistance to Alaskans. The plan must be approved by the SERC All Hazards Plans Review Committee and the Director of the Division of Homeland Security and Emergency Management.
- 5.01.2 Contractor will address activities essential to an effective COOP Plan by:
- Ensure all 11 components to a COOP plan are included in the writing of the plan.
 - Developing and documenting a comprehensive COOP Plan that utilizes an All-Hazards approach to the development of the plan.
 - Involve Leadership and other members of the division when gathering and documenting information for the plan.
 - Integrate COOP/COG planning and operations into the divisions current and future versions of the ERP.
- 5.01.3 Contractor will address activities essential to an effective COOP Plan by:
- 5.01.3.1 Develop a COOP Plan flexible enough to use in all emergencies.
- Be capable of execution with and without warning.
 - The plan must take natural and man-made disasters into consideration.
- 5.01.3.2 Identify and describe a process that will assist in the situation and assumptions within the COOP Plan.
- Provide for attaining operational capability within 12 hours.
 - Establish reliable processes and procedures to acquire resources necessary to continue essential functions and sustain operations for up to 30 days.
 - Facilitate decision-making for execution of these plans and the subsequent conduct of operations.
- 5.01.3.3 Develop a description of purpose.
- Include detailed description of the purpose of the plan. Reference regulations and statutes.
- 5.01.3.4 Assist in the identification and organization and assignment of responsibilities by facilitating a selection process.
- Include procedures for employee advisories, alerts and COOP plan activation, with instructions for relocation to pre-designated facilities, with and without warning, during duty and non-duty (if activated for emergency response) hours.
- 5.01.3.5 Assist in the identification and incorporate the Divisions Essential Functions by facilitating a selection process.
- Identify all functions performed by the agency, then determine and prioritize which must be continued under all circumstances.
 - Establishing staffing and resources requirements needed to perform essential functions.
 - Identify mission critical data and systems necessary to conduct essential functions.

- Defer functions not deemed essential to immediate agency needs until additional personnel and resources become available.
- Integrate supporting activities to ensure that essential functions can be performed as efficiently as possible during emergency relocation.

5.01.3.6 Human Capital Management

- Consider and provide for the health, safety, and emotional well being of relocated employees.
- Address employees' individual preparedness.

5.01.3.7 Delegation of Authority

- Assist in the identification of the programs and administrative authorities needed for effective operations at all levels have emergency responsibilities. Identify the circumstances under which the authorities would be exercised.
- Document the necessary authorities at all points where emergency actions may be required, delineating the limits of authority and accountability.
- State explicitly the authorities of designated successors to exercise agency direction, including any exceptions, and the successor's authority to re-delegate functions and activities as appropriate.
- Indicate the circumstances under which delegated authorities would become effective and when they would terminate. Pre-determined delegations of authority would take effect when normal channels of direction are disrupted for a specified period of time and would terminate when these channels have been reestablished.
- Ensure that officials who may be expected to assume authorities in an emergency are trained to carry out their emergency duties.
- Specify responsibilities and authorities of individual agency representatives designed to participate as members of interagency emergency response teams.

5.01.3.8 Orders of Succession

- Assist in the identification of an order of succession to essential positions required to maintain essential operations.
- Describe an order of succession by positions or titles, rather than names of individuals.
- Ensure that the line of succession is formally promulgated and included in action plans for emergency reference.

5.01.3.9 Vital Records, Databases, Systems and Equipment

- Ensure the collection and retention of emergency operating records for future use.
- Provide for the identification and protection of essential legal and financial records.

5.01.3.10 Alternate Facilities

- Ensure immediate capability to perform essential functions under various threat conditions, including threats involving weapons of mass destruction.
- Assist in the identification an alternate emergency operations center to be used in the event the facility is unavailable or staff is unable to respond to the facility.
- Ensure that the alternate location has sufficient space and equipment to sustain the relocating organization. Agencies and departments are encouraged to pre-position and maintain minimum essential equipment for continued operations at the alternate operating facilities where possible.

- Identify reliable logistical support, services, and infrastructure systems, including water, electrical power, heating and air conditioning etc.
- Plan for the ability to sustain operations for a period of up to 30 days.
- Provide appropriate physical security and access controls for resources and facilities.

5.01.3.11 Interoperable Communications

- Ensure the continuation of interoperable communications with all identified essential internal and external organizations, critical customers, and the public.
- Provide for a communication capability commensurate with an agency's essential functions and activities.
- Ensure the ability to communicate with contingency staff, management, and other organizational components.
- Ensure the ability to communicate with other agencies and emergency personnel.
- Provide for access to other data and systems necessary to conduct essential activities and functions.
- Test alert and notification procedures and systems for any type of emergency at least quarterly.

5.01.3.12 Reconstitution and Devolution

- Achieve a timely and orderly recovery process from the emergency and resumption of full service to all customers.
- Ensure DHS&EM can return to its facility and continue to provide service to the State of Alaska and its residents.

5.01.3.13 Tests, Training and Exercises

- Provide for individual and team training of agency contingency staff and emergency personnel to ensure currency of knowledge and integration of skills necessary to implement COOP plans and carry out essential functions.
- Ensure internal agency testing and exercising of COOP plans and procedures to ensure the ability to perform essential functions and operate from a designated alternate facility (ies).
- Joint agency exercising of COOP plans, where applicable and feasible.

5.01.3.14 Family Support Planning

- Employees' families must be taken care of during a COOP event which allows the employee to focus on providing essential functions to the citizens of Alaska.
- The family support planning section should include a list of personal items and necessities to include food, clothing, prescription medications, and other items that may be required for family survival.
- Financial and legal documents that cannot be easily replaced should be included.
- Out of the area point of contact.

5.01.3.15 Develop and describe the development and maintenance of the COOP

- The COOP plan shall include a section that describes the overall approach to planning, participants included in the planning process, and how the plan will be maintained and updated.

5.01.3.16 Identify authorities and references

- The COOP plan shall list out references to any laws, statutes, ordinances, executive orders, regulations, and formal agreements relevant to the emergencies.

5.02

Schedule

5.02.1 Task:

This task involves: Development of a Continuity of Operations Plan for the Division of Homeland Security and Emergency Management.

5.02.1.1 Meet with Staff, gather and finalize worksheets for plan compilation.

5.02.1.2 Worksheet compilation and formulation of plan. Formulation of the plan must include:

5.02.1.2.1 Identify Planning Team

5.02.1.2.2 Identify Project Objectives

5.02.1.2.3 Develop Project Timeline

5.02.1.2.4 Identify Critical Milestones

5.02.1.2.5 Define Plan Scope.

5.02.1.3 Draft due to DHS&EM 15 July 09.

5.02.1.4 Revisions due to DHS&EM 15 Aug 09.

5.02.1.5 Final approved plan due to DHS&EM 15 Sep 09.

.02.2 Timeline: See sample Gantt Chart and Timelines and Mile Stone Chart below

Description Of Task	Starting Point	Duration	Unit Of Time	Work Complete By
Task 5.02.1.1 Meet with Staff, worksheet completion	Beginning of Month 1	1	Mos	Contractor, Project Manager, Staff
Task 5.02.1.2 Worksheet compilation and plan formulation.	Beginning of Month 2	2	Mos	Contractor
Task 5.02.1.3 Draft due to DHS&EM	Month 6	1	Mos	Contractor
Task 5.02.1.4 Revised plan due to DHS&EM	Month 7	1	Mos	Contractor
Task 5.02.1.5 Completed plan to DHS&EM	Month 8	1	Mos	Contractor

5.02.3 Timelines and Milestones:

5.02.3.1. Contractor will meet the following critical milestones resulting in submission of the draft plan to the State:

5.02.3.1.1 Establish Essential Functions. Assist in Identification and prioritization of all functions performed by the agency which must be continued under all circumstances.

5.02.3.1.2 Identify key resources needed for each essential function to ensure those resources will be available while the plan is activated

5.02.3.1.3 Identify basic disruption scenarios which would cause the plan to be put into effect.

5.02.3.1.4 Identify serious vulnerabilities within the Division and provide recommendations to correct the vulnerabilities.

5.02.3.1.5 Identify alternate resources in the event the primary resources are unavailable to provide support to the division.

5.02.3.1.6 Identify and vet recovery strategies which will allow the division to return to our facility and continue to perform our essential functions and resume the performance of all required duties.

5.02.3.1.7 Design activation process which will put the plan into use. Develop activation "triggers" as to the extent of the plan activation.

5.02.3.1.8 Establish institutional support for plan. Need to develop a process to develop stakeholder buy-in.

5.02.3.1.9 Develop Recovery procedures which allow for the return to our facility and resumption of all services.

5.02.3.1.10 Test Plan. Ensure internal agency testing and exercising of COOP plans and procedures to ensure the ability to perform essential functions and operate from a designated alternate facility (ies).

5.02.4. Task: Project Management: Contractor will provide project management and technical assistance in direct support to the State of Alaska Department of Military and Veteran Affairs Alaska Division of Homeland Security and Emergency Management throughout the completion of the plan.

5.02.5 Timeline: Upon award of 2008 legislative funding to the State and commencement of the contract, for a period not to exceed 9 months.

5.02.6 Task: Reporting Requirements

Contractor will provide timely quarterly Narrative and Financial Progress reports to the State identifying accomplishments achieved in this Scope of Work. Narrative reports will compare actual accomplishments to the objectives established for the reporting period in the project timeline, report reasons for deviation, and justification for timeline adjustment requests. Include any significant events or activities. Financial reports must be supported by Narrative reports. Reimbursement shall be based upon authorized and allowable expenditures consistent with the Scope of Work and grant guidelines, and submission of timely quarterly Narrative and Financial Progress reports. **Indirect costs are not allowed.**

5.02.6.1. Contractor will submit quarterly Progress Reports due as follows:

- | | |
|------------------------------------|------------------------|
| • March 16, 2009 to March 31, 2009 | Due April 15, 2009 |
| • April 1, 2009 to June 30, 2009 | Due July 15, 2009 |
| • July 1, 2009 to August 30, 2009 | Due September 15, 2009 |

Contractor submits final report by **September 15, 2009**

5.02.6.2. Contractor will include the following performance measures in the quarterly Progress reports:

5.02.6.2.1. Actual project accomplishments vs. objectives established in the timeline and milestones in the Scope of work for the reporting period

5.02.6.2.2 Support Financial reports with Narrative Reports.

5.02.7. Timeline: Upon award of 2008 Grant to the State and commencement of the contract, beginning with the first partial quarter, every quarter during the performance period of the contract, even if no activity may occur during that quarter.

5.04

Deliverables

Contractor will develop, complete and submit a Continuity of Operations plan for the Division of Homeland Security and Emergency Management in Microsoft Office Software that the State is able to access. Additionally, contractor will submit one (1) printed draft copy to the State during the State review process. Once deficiencies are resolved at the State level, contractor will submit one "Printed" copy for The State of Alaska SERC All-Hazard Plans Committee and Director of Homeland Security and Emergency Management review and approval. Contractor will provide three (3) final "Printed/bound" copies once approved by the SERC AHPC and the Director of the Division of Homeland Security and Emergency Management.

Contractor will provide:

1. Three (3) printed/bound final copies of Continuity of Operations Plan.
2. Complete documentation of activities performed within this contract, including but not limited to field notes, photographs, maps, public notices, meeting notes or minutes, original invoices and receipts, etc. All plans and associated activities will be the property of the State of Alaska.
3. Final electronic and hard copies of the plan will not be copyrighted.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. Proposal to include a budget worksheet.

6.02

Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP;. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

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

6.04

Methodology Used for the Project

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

6.05

Management Plan for the Project

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

6.06

Experience and Qualifications

Offerors must provide an organizational chart specific to 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 and provide the following information about each person listed:

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

Offerors must provide two (2) reference names and phone numbers for similar projects the offeror's firm has completed.

6.07

Cost Proposal

Cost proposals must include a proposed budget itemizing all direct costs associated with the performance of the contract, including, but not limited to, Personal Services, Contractual, Travel, Equipment, Supplies, and Profit. Submit the proposed budget on the form included with this RFP. (See attachment #8 2005 Pre-Disaster Mitigation Competitive Grant Project Budget sheet on page 49)

6.08

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section SEVEN.

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.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01

Understanding of the Project (20 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and the ability to meet it?

7.02

Methodology Used for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

7.03

Management Plan for the Project (10 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] To what degree is the proposal practical and feasible?
- [i] To what extent has the offeror identified potential problems?

7.04

Experience and Qualifications (20 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

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

Questions regarding the firm:

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

7.05

Contract Cost (40 Percent)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

7.06

(deleted)

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Proposal Evaluation Form
2. Standard Agreement Form / Appendix A
3. Appendix B2
4. Notice of Intent to Award
5. Checklist
6. Lobbying; Debarment, Suspension; Drug-Free Workplace Certifications
7. Standard Assurances
8. Proposed Project Budget Form

Attachment #1**PROPOSAL EVALUATION FORM**

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

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

Understanding of the Project—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR Understanding the Project: _____

Methodology Used for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR the Methodology: _____

Management Plan for the Project—10 Percent

Maximum Point Value for this Section - 10 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR the Management Plan: _____

Experience and Qualifications—20 Percent

Maximum Point Value for this Section - 20 Points

100 Points x 20 Percent = 20 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR Experience & Qualifications:

Contract Cost — 40 Percent

Maximum Point Value for this Section - 40 Points

100 Points x 40 Percent = 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR Cost:

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

ATTACHMENT 2 STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. ASPS 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	
9. Contractor hereafter the contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 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 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 D. 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		
Mailing Address	Attention:		
12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

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 a signing this contract.

Article 2. Inspection 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, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of the 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.

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.

ATTACHMENT 3**APPENDIX B²
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 30-day prior notice of cancellation, nonrenewable or material change of conditions. 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.

2.4 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 Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

Attachment #4 EXAMPLE ONLY

**Department of Military and Veterans Affairs
Division of Administrative Services
P.O. Box 5800
Ft. Richardson, Alaska 99505**

THIS IS NOT AN ORDER**DATE ISSUED:** _____**RFP NO.: 2009-0900-8469****RFP OPENING DATE:** _____

RFP SUBJECT: Division of Homeland Security and Emergency Management Continuity of Operations Plan Project

CONTRACTING OFFICER: Mark Ford**SIGNATURE:** _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors that submitted a proposal:

- Company A
- Company B
- Company C
- Company D

SUMMARY

Companies A, B & C submitted responsive offers that were evaluated by the proposal evaluation committee (PEC) members. However, Company A submitted the most advantageous proposal and is the apparent awardee.

Company A scored an average X points by the PEC, Company B scored an average Y points and Company C scored an average Z points. The proposal from Company D was judged by all PEC members as non-responsive and was not evaluated.

The DMVA intends to enter into a contract with Company A for the procurement of the Alaska Pre-Disaster Mitigation – C Local Mitigation Planning Project per RFP 2009-0900-8044.

Contact Mark Ford, Contracting Officer at ph: 907-428-6026 or email: mark.ford@alaska.gov for additional information.

ATTACHMENT 5**BID DELIVERABLE CHECKLIST**

The following items are required to be provided by the Offeror before or at the time of the response to this solicitation (by 1:30pm March 3, 2009)

- _____ a. Four hard copies of the bid response, titled "Bid Response to RFP DMVA 2009-0900-8469" contained in a sealed envelope or one copy faxed before the due date/time.
- _____ b. Submission of two (2) recent Emergency Operations plans for review, prepared by the contractor NOTE: This may be submitted on CD ROM and any proprietary information maybe redacted.
- _____ c. Submission of one (1) Continuity of Operations plan for review, prepared by the contractor. NOTE: This may be submitted on CD ROM and any proprietary information maybe redacted
- _____ d. Re: Attachment 3, A signed acknowledgement of Indemnity and Insurance
Note: Actual insurance certification will be due after award is issued and before the contract begins.
- _____ e. A copy of the offeror's "Alaska Business License;
- _____ f. References as outlined in Section 2.08.

Attachment #6

STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Participants should refer to the regulations cited below to determine the certification to which they are required to attest. Participants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under Department of Justice 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Division of Homeland Security determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the participant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The participant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the participant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The participant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Alaska Division of Homeland Security, Attn: Grant Administrator, PO Box 5750, Anchorage, AK 99505 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code) – top of next column --

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the Alaska Division of Homeland Security and Emergency Management, PO Box 5750, Anchorage, AK 99505 for forwarding to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Participant Name and Address:

and/or Proposal or Project Name

3. EIN or IRS/Vendor Number

2. Solicitation Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

Attachment #7**STANDARD ASSURANCES**

The Participant hereby assures and certifies compliance with all applicable State and Federal statutes, regulations, policies, guidelines, and requirements.

The Participant also specifically assures and certifies, and will require any subcontractors to assure and certify, that:

1. It has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management as the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations.
5. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. It will comply with Section 1352, Title 31 of the US Code and implemented at 28 CFR Part 69 for persons entering into a grant or cooperative agreement over \$100,000 as defined at 28 CFR Part 69, regarding Lobbying requirements.
8. It will comply with Executive Order 12549, Debarment and Suspension, and implemented at 28 CFF Part 67, for prospective participants in primary covered transactions as defined at 28 CFR part 67 Section 67.510

Assured and Certified this date _____, 2008:

Participant Name and Address _____

Name and Signature of Authorizing Official _____

Name and Signature of Chief Financial Officer _____

Attachment #8

2008 Continuity of Operations Plan Project Budget

Offeror:

Date: , 2008

Address:

City, State, Zip:

Telephone:

Fax:

Web site:

Email:

Category	Description	Projected Amount
Personal Services		
Contractual Services		
Travel		
Equipment		
Supplies		
Profit		
Total Project		\$

Notes: