

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION ACTION PLAN CONSULTANT SERVICES	3. Agency Funding Codes
4. Vendor Number	5. Alaska Business License Number	6. Solicitation Number/Procurement Folder/Other IRIS Numbers IRFP 220000125

This contract is between the State of Alaska,

7. Department of COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	Division of COMMUNITY AND REGIONAL AFFAIRS	hereafter the State, and		
8. Contractor ICF INCORPORATED, L.L.C.		hereafter the Contractor		
Mailing Address 9300 LEE HIGHWAY, FAIRFAX, VA 22031	Street or P.O. Box	City	State	ZIP+4

9. **Article 1 Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

Article 2 Performance of Contract:

- 2.1 Appendix A (General Conditions), Items 1 through 16, govern contract performance.
- 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.
- 2.4 Appendix D sets forth the payment procedures for this contract.
- 2.5 Appendix E sets forth the Contractor's Terms.

Article 3 Period of Performance: The period of performance for this contract begins upon final approval and ends June 30, 2023.

Article 4 Considerations:

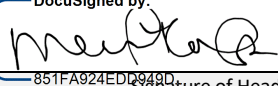
- 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$80,136 in accordance with the provisions of Appendix D.
- 4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

10. Department of COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT	Attention: Division of COMMUNITY AND REGIONAL AFFAIRS
Mailing Address PO BOX 110809 JUNEAU AK 99811-0809	Attention: ADMINISTRATIVE OFFICER

11. CONTRACTOR			
ICF INCORPORATED, L.L.C.	JUSTIN PAPKA CONTRACTS MANAGER	DocuSigned by: Justin M. Papka	6/9/2022
Name of Firm	Typed or Printed Name and Title of Authorized Representative	Signature of Authorized Representative	Date

12. CONTRACTING AGENCY			
DCCED/DCRA	NICHOLE THAM DIVISION OPERATIONS MANAGER	DocuSigned by: 	6/9/2022
Department/Division	Name and Title of Project Director	Signature of Project Director	Date

CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

DCCED/ADMN	MICAELA FOWLER DIVISION DIRECTOR	DocuSigned by: 	6/9/2022
Department/Division	Name and Title of Head of Contracting Agency or Designee	Signature of Head of Contracting Agency or Designee	Date

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

GENERAL PROVISIONS

Article 1 Definitions.

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

Article 2 Inspections and Reports.

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

Article 3 Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4 Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5 Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6 No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7 No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8 Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9 Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10 Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to

assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11 Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12 Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13 Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14 Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15 Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16 Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Conflicting Provisions.

APPENDIX B¹
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

APPENDIX C SCOPE OF SERVICES

Article C 1. Conflicting Provisions

Unless specifically amended and approved by the Department of Law the General Provisions of this Agreement supersede any provisions in other appendices.

In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and Contractor, the order of precedence for conflict resolution is as follows:

- (1) General Provisions (Appendix A) and Indemnity and Insurance (Appendix B)
- (2) Scope of Work (Appendix C)
- (3) IRFP 220000125, issued May 9, 2022, and as amended
- (4) Consideration and Payment Schedule (Appendix D)
- (5) Contractor's response to IRFP 220000125, issued May 9, 2022, and as amended.

Article C 2. General Requirements

C2.1. The contractor shall provide Community Development Block Grant Mitigation (CDBG-MIT) Action Plan consultant services for the State of Alaska, Department of Commerce, Community and Economic Development, Division of Community and Regional Affairs (hereinafter referred to as the state agency). The contractor's consultant services shall include, but is not necessarily limited to, the following:

- a. Identify requirements for financial and organizational certifications;
- b. Prepare CDBG-MIT Action Plan development work plan with timeline; and
- c. Prepare CDBG-MIT Action Plan and Certifications consistent with the following activities and deliverables:
 - 1) Drive and support the state agency's public engagement efforts related to the CDBG-MIT Action Plan and any CDBG-MIT Action Plan Amendments for disaster-impacted areas. This will include meeting scheduling, public outreach, logistical support, working with state supplied translation services in Other Asian & Pacific Languages, Tagalog, Spanish, Korean, Slavic Language and the American Sign Language (ASL), development of presentations and handouts in English, Other Asian & Pacific Languages, Tagalog, Spanish, Korean, Slavic Language and Spanish, and documenting comments and questions from meeting attendees. Refer to IRFP Attachments 1 and 2;
 - 2) Work with the state agency to modify the current Citizen Participation Plan to reflect the specific requirements outlined in the Federal Register notices (Attachments 1 and 2);
 - 3) Coordination and evaluation of Risk-Based Mitigation Needs Assessment;
 - 4) Based on the needs described in the Risk-Based Mitigation Needs Assessment, work directly with state agency staff to design programs, activities, and/or projects to meet the needs in the Mitigation Needs Assessment;
 - 5) Assist the state agency in planning the method of distribution for funding;

- 6) Develop a budget for the CDBG-MIT Action Plan reflective of the method of distribution of funds to each proposed program, activity, or project, as the case may be, which will outline the program delivery costs and administrative costs for the grant. The method of distribution will also describe the method of implementing the programs, activities, or projects, whether it will be at the state or borough level, or through grantees/subrecipients, municipalities, or other entities;
- 7) Work with state agency to ensure the method of distribution meets the needs of the communities and aligns with the mitigation needs assessment and that projected expenditures are reflective of the overall benefit requirement;
- 8) Coordinate with the state agency to compile all policies and procedures related to the certifications, and, draft or update program policies needed for submission to HUD; and
- 9) The CDBG-MIT Action Plan must outline how it aligns and coordinates with resilience or planning initiatives currently in place or underway at the State and local level.

C2.2. The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

C2.3. Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

Article C 3. Performance Requirements:

C3.1. Final Work Plan

By no later than fifteen (15) business days after the state agency's authorization to proceed with services, the contractor shall create and submit a final work plan for state agency approval. The contractor's final work plan shall include a timeline of the following items. In addition, the contractor's final work plan shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic. The state agency shall have the right to edit, modify, and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to ensure the inclusion of all work required by the contract.

- a. Development and implementation of the citizen participation requirements, as outlined in Attachments 1 and 2;
- b. Development of the Risk-Based Mitigation Needs Assessment;
- c. Design of the program to address the Mitigation Needs Assessment; and
- d. Draft the CDBG-MIT Action Plan.

C3.2. Citizen Participation

- a. The contractor must develop and implement the citizen participation requirements as outlined in Attachments 1 and 2. The contractor's involvement must include, but is not limited to, the following:
- b. Consulting with affected citizens, stakeholders, local governments, other state agencies, Regional Planning Commissions, Federation of Community Councils, and public housing authorities to develop a needs assessment.
- c. Ensuring that the CDBG-MIT Action Plan is made available for posting on the Community Development Block Grant Mitigation (CDBG-MIT) Website at least sixty (60) calendar days prior to submission to HUD. The contractor must ensure that there is a reasonable opportunity for citizen comment and

ongoing citizen access to information about the use of grant funds. The comment period is a minimum forty-five (45) calendar days. To ensure that there is adequate time to respond to citizen comment, an additional fifteen (15) calendar days is to be considered in addition to the minimum forty-five (45) calendar day comment period.

- d. Planning publication efforts that must meet the effective communication requirements, as outlined in Attachments 1 and 2, and ensure that all citizens have equal access to information about the CDBG-MIT programs outlined in the CDBG-MIT Action Plan, including persons with disabilities and limited English proficiency (LEP).
 - e. Documentation and compilation of public comments received orally at all public meetings, together with all written comments received during the public comment period.
 - f. Responses to all public comments made in consultation with the state agency.
- C3.3. Determining the criteria used for changes in the CDBG-MIT Action Plan that would constitute a substantial amendment that must be outlined in the CDBG-MIT Action Plan and subject to public comment as outlined in IRFP Attachments 1 and 2.
- C3.4. Risk-Based Mitigation Needs Assessment
The contractor shall identify the best available data and develop a risk based "needs assessment" that identifies and analyzes all significant current and future disaster risks and provides a substantive basis for the activities proposed. The most recent risk assessment completed or currently being updated through the FEMA Hazardous Mitigation Plan (HMP) process to inform the use of CDBG-MIT funds.
- a. All CDBG-MIT activities must address the current and future risks identified in the Mitigation Needs Assessment of the most impacted and distressed area being the Municipality of Anchorage, identified by HUD as the most impacted and distressed area (MID). Fifty percent (50%) of the CDBG-MIT allocation must be expended within the Municipality of Anchorage.
 - b. The remaining 50% of the CDBG-MIT grant must be used for mitigation activities that address identified risks within the Matanuska-Susitna Borough and the Kenai Peninsula Borough resulting from DR-4413.
 - c. A discussion of how mitigation needs correspond to the State of Alaska's CDBG-MIT funding allocation plan, when developed, and a description of the underlying rationale for the plan where not aligned specifically with needs.
- C3.5. Program to Address Risk-Based Mitigation Needs Assessment
The contractor must work with the state agency to design a program for the use of funds and a funding allocation plan to deliver the program to address the risk-based mitigation needs analysis. The contractor shall provide technical assistance, policy expertise, and advice to the state agency on program design elements including, but not limited to:
- a. Eligible CDBG activities that may be undertaken with the state agency's CDBG-MIT funds to address the current and future risks identified in the Mitigation Needs Assessment both for the MID and other areas determined by the state agency in response to the needs assessment;

- b. HUD recognizes the potentially broad range of mitigation activities that may be funded pursuant to the CDBG-MIT Federal Register notices and the critical importance of coordinating those investments across multiple jurisdictions;
- c. The HUD national objectives, including the new National Objective for Unmet Need, being met by various activities included in the program design;
- d. Potential waivers that may be used to fund activities otherwise not eligible for CDBG funding;
- e. Alternatives for distributing funds (i.e. using a HUD Method of Distribution or implementing direct activities);
- f. Development of other HUD-required program elements; and
- g. Strategies for implementing the CDBG- MIT program in a manner that ensures 100% compliance with all applicable HUD, CDBG, Federal Register, and cross-cutting federal requirements.
- h. Identification of opportunities to leverage other federal funds, such as those provided through FEMA, to fund the activities defined in the Action Plan.

C3.6. CDBG-MIT Action Plan

In consultation with the state agency, the contractor must develop a draft CDBG-MIT Action Plan in accordance with the published Federal Register notices (see Attachments 1 and 2), other applicable HUD requirements, any specific requirements contained in the CDBG-MIT Federal Register notice, and any other requirements related to the State of Alaska's CDBG-MIT allocation. As sections of the CDBG-MIT Action Plan are developed, the contractor shall submit preliminary drafts of the CDBG-MIT Action Plan to the state agency for review. The contractor's CDBG-MIT Action Plan must contain all of the elements required by HUD.

- a. Within five (5) business days of the receipt of the drafts of the sections, the state agency shall have the sole right to approve or reject, in whole or in part, the contractor's draft of the sections completed. The state agency reserves the right to require the contractor to modify the draft of the sections completed. The final action plan must be submitted and approved by HUD.
 - 1) The contractor shall make any such changes and shall submit the revised sections within two (2) business days following receipt of the state agency's requested changes.
- b. After completing all revisions to the draft as specified above, the contractor shall provide the state agency with the following quantities/formats of the final approved CDBG-MIT Action Plan as specified below:
 - 1) One bound copy of the final approved CDBG-MIT Action Plan;
 - 2) One electronic copy of the final CDBG-MIT Action Plan in Microsoft compatible format and Adobe PDF; and
 - 3) One unbound camera-ready copy of the final approved CDBG-MIT Action Plan.
- c. In addition, upon request by the state agency, the contractor shall make at least one (1) oral presentation of the final approved CDBG-MIT Action Plan in Anchorage, AK, at least one (1) oral presentation of the final approved CDBG-MIT Action Plan in Palmer, AK, and at least one (1) oral presentation

of the final approved CDBG-MIT Action Plan in Soldotna, AK to persons or organizations as deemed necessary by the state agency. Upon prior approval these meetings may be completed virtually.

- d. Upon the state agency's approval of the CDBG-MIT Action Plan, the contractor shall submit such to HUD by no later than August 31, 2022.

APPENDIX D
Payment Schedule

Article D1. **CONTRACT TYPE**

This contract is a Firm Fixed Price contract.

Article D2. **CONTRACT VALUE**

The total contract value unless modified by written amendment is \$80,136.

Article D3. **PAYMENT PROCEDURES**

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

Article D4. **CONTRACT PAYMENT**

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

Article D5. **Article D 5. AMOUNTS**

The amounts to be paid are \$123 per hour.

Article D6. **SUBMISSION OF INVOICES AND PAYMENT**

Invoices shall be submitted by email or USPS to the Project Director.

Invoices must include:

1. A brief description of the scope of work completed;
2. Inclusive dates of work;
3. Contract Number;
4. The total amount due.
5. If not submitted by email invoices shall be sent to:

STATE OF ALASKA
DCCED/DCRA
ATTN: ADMIN OFFICER
550 W 7TH AVE STE 1650
ANCHORAGE AK 99501-3510