

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 CT 250000402	2. Contract Title NEEDS ASSESSMENT AND ACTION RECOVERY PLAN: TYPHOON MERBOK	3. Agency Funding Codes PROGRAM: 24AWDB23DN PPC CODE 24MRBK MAJOR PROGRAM:24MRBK	DS CG
4. Vendor Number ABC03138	5. Alaska Business License Number ABL 291349 ENT 77799D	6. Solicitation Number/Procurement Folder/Other IRIS Numbers RFP 250000005	DS

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,		
8. Contractor AGNEW::BECK CONSULTING, INC.		hereafter the		
Mailing Address	Street or P.O. Box	City	State	ZIP+4
645 G STREET SUITE 200 ANCHORAGE AK 99501				

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 RFP 250000005, issued Friday, November 15, 2024, and as amended.
- 2.6 Appendix F sets forth the Contractor's response to RFP 250000005, issued Friday, November 15, 2024, and as amended.

Article 3 Period of Performance: The period of performance for this contract begins upon final approval and ends June 30, 2027.

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 \$800,0000 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			
AGNEW::BECK	SHELLY WADE PRINCIPAL/OWNER	DocuSigned by: 	3/5/2025
Name of Firm	Typed or Printed Name and Title of Authorized Representative	Signature of Authorized Representative	Date

12. CONTRACTING AGENCY			
DCCED/DCRA	SANDRA MOLLER DIRECTOR OF REGIONAL AND COMMUNITY AFFAIRS	DocuSigned by: 	3/17/2025
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	HANNAH LAGER DIRECTOR OF ADMINISTRATIVE SERVICES	Signed by: 	3/18/2025
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.

**APPENDIX A
GENERAL PROVISIONS**

Article 1 Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2 Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3 Disputes.

3.1 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 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) Consideration and Payment Schedule (Appendix D) -Cost for H
- (4) RFP 250000005 issued November 15, and as amended.
- (5) Contractor's response to RFP 250000005, issued November 15, and as amended

Article 2. Scope of Services

The contractor will be required to provide the following deliverables:

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

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

- available federal funding sources to mitigate unmet needs associated with Typhon Merbok in MID communities.
- Deployed federal funds addressing needs associated with Typhoon Merbok in MID communities.

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

2. Conducting Unmet Needs Survey

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

3. Organizing, Coordinating and Facilitating Regional Meetings

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

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

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

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

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

4. Analyzing Unmet Needs Data

The Contractor will develop methods and an analytical framework to gather and analyze MID community participants' unmet needs data, including their perceptions on how project awards should be determined. Methods and the analytical framework should describe processes for analyzing Survey results and Meeting transcription data. The Contractor will analyze Survey and

Meeting transcript data. A list will be created for each MID community identifying their specific unmet needs. A separate list will be created identifying unmet needs expressed by all MID communities. Unmet need types will be identified from the master list of all MID communities' unmet needs. Unmet need types could include unmet needs related to housing, infrastructure, waste, utilities, cultural facilities (e.g. fish camps), etc. The Contractor will present monthly progress updates on the analysis to the Administrator and Manager via Teams.

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

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

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

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

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

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

Draft ARP Review

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

**APPENDIX D
PAYMENT SCHEDULE**

The department will reimburse the contractor for satisfactory completion of services identified in Appendix C and upon receipt of an original, signed invoice.

Article 1. CONTRACT TYPE

This contract is a Firm Fixed Price Contract.

Article 2. CONTRACT VALUE

The total contract value shall not exceed, unless modified by a written amendment, \$800,000.

Article 3. PAYMENTS

Payments will be made in the following manner:

Service	Date of Completion	Cost Per Service
Identify available and deployed funding to mitigate unmet needs linked to or exacerbated by Merbok in MID communities	September 2026	\$100,000
Conduct unmet needs survey in MID communities	January 2026	\$200,000
Coordinate three regional meetings among MID communities to identify unmet needs by	December 2025	\$50,000
Facilitate three regional meetings among MID communities to identify unmet needs	April 2025	\$100,000
Analyze survey and regional meeting unmet needs data	August 2026	\$175,000
Submit Typhoon Merbok Action Recovery Plan	December 2026	\$175,000

AMOUNT FOR EVALUATION	\$800,000
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Article 4. SUBMISSION OF INVOICES AND PAYMENT

Invoices shall be submitted in writing (by mail or email) to the Project Director.

The invoice must include:

- 4.1. A brief itemized description of the scope of work completed.
- 4.2. Inclusive dates of work.
- 4.3. Contract Number CT 250000402.
- 4.4. The total amount due.
- 4.5. Invoices not submitted by email shall be sent to:

STATE OF ALASKA
DCCED-DCRA
ATTN: ADMINISTRATIVE OFFICER
550 W 7th AVE, STE 1650
Anchorage, AK 99501-3510

APPENDIX E
RFP AS PART OF THE CONTRACT

RFP 250000005, issued Friday, November 15 ,2024, and as amended, is incorporated into this contract as Appendix [E].

APPENDIX F
PROPOSAL AS PART OF THE CONTRACT

The Contractor's response to RFP 250000005, issued Friday, November 15 ,2024, and as amended, is incorporated into this contract as Appendix [F].