

REQUEST FOR PROPOSALS PACKAGE



TABLE OF CONTENTS

- Form, Part A - Request for Proposals (RFP)
- " " Part B - Submittal Checklist
- " " Part C - Evaluation Criteria
- " " Part D - Proposal Form
 - Debarment Certification
 - PSA-B Proposed Statement of Services
 - PSA-D Indemnification & Insurance
 - PSA-E Certification of Compliance
- Sample Contract

Other: None

ISSUING OFFICE

Agency Contact, Email, and Phone No : Lois Lemus Contracting Officer, llemus@aidea.org, 907-771-3909
 Contracting Division: Alaska Industrial Development and Export Authority (AIDEA)

PROJECT

RFP NUMBER: 21087
 Project Site (City, Village, etc.).....: Ambler, Alaska
 Project Title & Contract Description: Ambler Access Project: Outreach & Independent Cost Estimating (ICE)

The Authority is seeking professional engineering services to provide Outreach and Independent Cost Estimating (ICE) services for the Ambler Access Project (AAP).

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: April 2021 – December 31, 2024

Estimated amount of proposed contract:

| | | | |
|---|---|---|--|
| <input type="checkbox"/> Less than \$100,000 | <input type="checkbox"/> \$100,000 to \$250,000 | <input type="checkbox"/> \$500,000 to \$1,000,000 | <input checked="" type="checkbox"/> \$1,000,000 or greater |
| <input type="checkbox"/> \$250,000 to \$500,000 | | | |

Proposed Method(s) of Payment:

| | | |
|---|---|---|
| <input type="checkbox"/> Fixed Price Plus Expenses (FPPE) | <input type="checkbox"/> Firm Fixed Price (FFP) | <input type="checkbox"/> Cost Plus Fixed Fee (CPFF) |
| <input checked="" type="checkbox"/> Other: Time & Expenses (TE) | | |

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (3 AAC 100.360). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: **April 20, 2021** PREVAILING TIME: **2:00pm**

HAND,MAIL, OR EMAIL ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):
 Alaska Industrial Development and Export Authority
 Lois Lemus
 813 West Northern Lights Blvd.
 Anchorage, Alaska 99503
 Email: procurement@aidea.org

Offerors proposals must arrive at the below physical address or email address and be date/time stamped no later than the time indicated above. Failure to meet this deadline will result in rejection of the proposal, and the proposal will be returned to the Offeror without further consideration. Do to the COVID-19 Pandemic, and in coordination with the Governor's Mandate(s), AIDEA offices is not open to the public. Therefore, proposals may be hand delivered to the designated lock box at the front entrance of the building located at 813 W. Northern Lights Blvd or Email: procurement@aidea.org prior to schedule deadline. It will be the responsibility of the Offeror to contact Contracting Officer that they have submitted a proposal.

IMPORTANT NOTICE: If you downloaded this solicitation from the AIDEA's Website, you must register on the online planholders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that they have received all addenda affecting this RFP. To register, go to www.AIDEA.org and provide the project name & number, company name & contact person, address, phone number & fax number.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (3 AAC 100.370). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a potential range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Authority's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 If only 1-3 proposals are received the rating scale may be adjusted. A rating of "5" = Best Response from all Offerors "4" to "3" = progressively less responsive; "0" = Non-Responsive. (1-2 will not be used)
 - 2.3 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.4 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C -and Section II - Price (if applicable) and bidder preference will be calculated based on criteria descriptions.
 - 2.5 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including but not limited to, projects referenced in proposal, available written evaluations, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as, but not limited to, overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions after the Evaluation Committee, in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (3 AAC 100.400). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (3 AAC 100.400).
5. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART



1. The Contracting Agency is an equal opportunity employer.
2. A copy of the **Contract General Conditions and sample contract** are provided as a separate document.
3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Authority. The Authority shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Authority expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
5. All proposals shall be open for public inspection per (3 AAC 100.680) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Authority and Executive Director.
6. Substitution for any personnel named in a proposal may result in termination of negotiations and the contract.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with PL-92.582 Brooks Act for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required.
10. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in Appendix D, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

11. Professional Liability Insurance for the proposed contract: is not required
 is required as shown on Appendix D, Indemnification and Insurance.

12. Pre-proposal Conference: None As follows:

13. Special Notices:

13.1 **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:

- a. Copy of the Alaska business license.
- b. A canceled check that demonstrates payment for the Alaska business license fee.
- c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
- e. Other forms of evidence acceptable to the Department of Law.

13.5 AIDEA has adopted a COVID-19 Management Plan that was developed with the Associated General Contractors of Alaska and the State of Alaska Department of Transportation & Public Facilities ("DOTPF"), and has been approved by the Alaska Department of Commerce, Community and Economic Development for utilization by AIDEA. Contractors and consultants in compliance with the requirements of Health Mandates 10 and 12. A copy of this plan may be downloaded at: http://dot.alaska.gov/stwddes/dcsconst/assets/pdf/covid_response_master.pdf.

To comply with the Health Mandates, all AIDEA contractors, subcontractors and consultants must either adopt the pre-approved COVID-19 Management Plan, or develop their own approved plan.

Consistent with AIDEA General Conditions Appendix A, the Contractor will be responsible for paying all costs and expenses incurred to comply with all COVID-19 Health Mandates in effect during times when the Contractor is performing project-related work activities. The Contractor will additionally be responsible for preparing all general or site-specific mitigation and response plans required for its forces, along with any attendant schedule delays or impacts. To the extent, mitigation and response plans are required by a Health Mandate, those will be provided to the Project Manager seven (7) days prior to travel.

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate an Offer from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Authority if the protest is not received in writing at least ten Authority work days prior to the Offer deadline (3 AAC 100.200).
- [] 2. Review Part A - RFP and the proposed Statement of Work and any other attached or referenced materials. If no Statement of Work is attached, telephone the Authority contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Work. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Work. Marketing brochures, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. *Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.*

[] 6. Price is is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare *Billing Rates and/or Price Proposals* as described in Criteria #10 and/or #11.

- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with Offer, and will not count in the requirements of #8 below.

[] 8. Attach Criteria Responses (*except any Billing Rates or Price Proposals*) to Part D - Proposal Form. The maximum number of attached pages (*each printed side equals one page*) for Criteria Responses shall not exceed: **Three (3)**. Attached page limit does not include the four-page Part D - Proposal Form or resumes.

Criteria Responses shall be presented in *8-1/2" X 11" format*, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

Submittal Items

- [] 9. None.
- [] 10. Parts A, B and C of the RFP and the proposed Statement of Services shall not be returned to the Contracting Agency. *Offers shall consist of the following applicable items assembled as follows and in the order listed:*
- [] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- *except Billing Rates, Price Proposals* -- attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. CAUTION: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 10.2 Hand or Mailed number of copies of Part D (*all pages*) and Criteria Responses (*except Billing Rates, and Price Proposals*) required is: **Four (4) plus One (1) copy provided via electronic file on a flash drive. Copies of proposal are only needed if you will be Hand or Mailing your proposal.**
- [] 10.3 If *Billing Rates and/or Price Proposals* are required, *one copy* bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a *Billing Rates or Price Proposal* and the names of the Project and Offeror. Each *Billing Rates or Price Proposal* must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [] 10.5 CAUTION: If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may be rejected at the Authority's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [] 11. Deliver *Offers in one sealed package* to the location and before the submittal deadline cited in Part A - RFP. *Mark the outside of the package* to identify the Project and the Offeror. Offers must be received prior to the specified date and time. Late Offers will not be opened (3 AAC 100.370).

EVALUATION CRITERIA

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Contracting Officer identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives, Services and Commitments

1. Weight: 15

Response must demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Work provided with this RFP. Responses should portray a knowledge of AIDEA's unique role in project consideration, financing, and execution, as well as elements specific to AAP. Define any assumptions that may be necessary to provide a thorough response to this RFP.

Include a discussion of your company's understanding of the services required and your company's relevant experience providing the types of services identified in the Statement of Work.

Your response must also: (1) describe your company's availability to commit to this work, to include both current and potential time commitments of your proposed Project Staff and how any conflicts would be managed; (2) discuss the projected workload of each firm (Offeror and Offeror's Proposed Subcontractors) for all clients and the impact of your company's performance capabilities with regards to completing the Authority's work; and (3) demonstrate adequate support personnel, facilities and other resources, as necessary, to provide the services required.

2. Methods, Management and Quality Control

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract and Statement of Work, including the Offeror's plans for subcontracting. Offerors should consider how each task may be carried out and what level of interaction may be required from/with the Authority. Offerors should also address how their team and/or proposed approach/methods will provide overall assistance in the management of projects at various stages within each phase of the project analysis and decision making process (see Figure 2 in Article B5, Statement of Work). If applicable, Offerors should suggest alternative methods for executing the Statement of Work that may produce improved results or efficiencies. Identify any distinct and substantive qualifications for undertaking the proposed contract, such as the availability of specialized equipment, software, unique approaches, unique capabilities/experiences or concepts relevant to the required services which the Offeror may use.

Response must describe the administrative and operational structures to be used for performing the proposed contract. For example, the Offeror should consider who will have overall responsibility for the contract; who will have direct responsibility for specific disciplines; and what will the lines of authority/communication be? A graphic depiction of the proposed team organizational chart is preferred in the response to this criterion. Accordingly, your response should also identify how communications will be maintained between your Project Staff, the Authority and (as applicable) any other government agencies or the public.

Offerors should provide a description of their proposed quality control procedures and any staff that may be assigned to specific quality control processes. This response should be specific to the anticipated activities that will be conducted under the proposed Statement of Work.

3. Proposed Project Staff

4. Weight: 25

Response must name the individuals to perform the following functions related to the contract and Statement of Work, including providing a brief description of their qualifications for performing their role on the project. The offeror is also encouraged to provide the names and narratives of any other professional/technical personnel that are anticipated to be utilized in executing the proposed contract.

For each individual identified, describe the work to be performed and detail their specific qualifications and substantive experience directly related to the proposed contract. Include subcontractors directly involved in this contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on each individual's specific duties and responsibilities and how their project experience is relevant to the proposed contract.

For each person named, identify their employer, professional discipline or job classification, current certifications and what role they will have under this contract. List at least 2 professional references (contact persons and telephone numbers) for each person.

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Project Management (single point-of-contact directly engaged in contract performance)
2. Contract Management (contract compliance)
3. CMGC Expert/Lead
4. Cost Estimating Lead
5. Contractor Outreach Lead

***All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require an Alaska Registration and must be identified in your proposal**

4. Past Performance

5. Weight: 25

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Explain professional experience in structural, marine and civil infrastructure projects in Alaska. Explain experience providing feasibility analysis, high-level conceptual plans and estimates for similar projects. Explain experience with construction management, engineering support, and project administration of similar type of infrastructure projects.

**5. Minority Business Enterprises
3 AAC 100.350**

6. Weight: 10

Minority Business Enterprise (MBE) utilization will be a scored criterion for this RFP. Credit will be given for both MBE Prime service providers as well as MBE Sub-service providers for work they perform as a MBE within the contract scope.

To be granted this preference, Offeror's response must identify a MBE firm(s) in their proposal that will participate in the proposed contract services. The certified MBE(s) may be the Offeror (Prime service provider) and/or proposed Sub-service provider(s). Failure to submit adequate information pertaining to the work that will be completed and the percentage of work proposed to be completed by the MBE(s) may result in "0" points. Offerors should propose a single percentage number for each proposed MBE. Specifying a range of percentages (for example 5-8%) is not acceptable. If a range of percentages is proposed, the lowest number will be utilized in the calculation to determine the criterion score.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:

"5" – More than or equal to 15% MBE Participation;

"3" – Less than 15% but more than 10% MBE Participation;

"1" - Less than or equal to 10% but more than 5% MBE participation;
"0" – Less than or equal to 5% MBE participation.

6. Alaska Bidder (Offeror) Preference

3 AAC 100.350, 23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

11. Weight: 5

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements:

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.

No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://commerce.alaska.gov/dnn/cbpl/Home.aspx>]

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements APPENDIX D, Indemnification and Insurance.

CERTIFICATION - COST AND PRICING DATA

In accordance with 3 AAC 100.560, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter – that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

PROPOSED STATEMENT OF SERVICES

APPENDIX B

Date Prepared: 4/1/2021
RFP No.: 21087

RFP No. 21087

Ambler Access Project: Outreach and Independent Cost Estimating (ICE)

The Alaska Industrial Development and Export Authority (AIDEA), is seeking professional engineering services to provide and cost estimating (ICE) services for the Ambler Access Project.

SCOPE

The Consultant will provide Outreach and Independent Cost Estimating (ICE) services for Ambler Access Project, to include:

- Independent cost estimating
- Project and program tracking, documentation, and reporting
- Assistance with development of CMGC procurement documents and procedures
- Assistance with identification and selection of projects for CMGC
- Contractor outreach and education
- Facilitation of risk and value analyses
- Assistance with contract negotiations

Work may include other project support and administrative items.

CODES, REGULATIONS, STANDARDS AND PROCEDURES

All studies, reports and design services shall be performed in accordance with applicable codes, regulations and standards; professional practice procedures; and commonly recognized construction methods. The Contractor shall consider the geographical location of the project as well as other environmental and site specific constraints when performing services for various projects.

ADMINISTRATIVE REQUIREMENTS

The Contractor shall provide services as identified and authorized by sequentially numbered Notices to Proceed (NTPs). The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

The Contractor shall be responsible for all tasks and services authorized by a NTP signed by the Project Manager and shall perform such services in accordance with the project schedule.

AIDEA reserves the right to conduct a separate solicitation for any work if it is in the best interest of the Authority.

BILLING REPORTS

Billings shall be submitted no later than the 15th of the month. The Contractor shall include with the billing a report for months in which services are performed, which shall include a description of the services and other items being billed for, an estimated percent complete for each task and subtask, anticipated work for the next billing period, an updated schedule, and any issues or problems encountered. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

PROJECT STAFF

All services must be performed by or under the direct supervision of the following individuals. Only prior written approval from the Authority shall accomplish replacement of, or addition to, the Project Staff named below:

Name Project Responsibilities

(list here key individual and their project assignments)

PROFESSIONAL REGISTRATON

Where applicable, all reports, plans, specification, estimates and similar work products provided by the Consultant shall be prepared by or under the supervision of the Registered Engineer, Architect or Land Surveyor in responsible charge for the services. These Engineers, Architects, or Land Surveyors shall be currently registered in the State of Alaska and they shall sign and seal as to the accuracy of each final work product for which they are responsible.

CONSULTANT NAME ON PLAN SHEETS AND DOCUMENTS

No Consultant logos shall be allowed on any electronic or hard copy document produced for AIDEA. The Consultant company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for AIDEA shall include the Consultant's company name at the bottom right of the first page, cover sheet or title sheet only. Consultant letterhead shall be allowed only as exhibits in document appendices. The Consultant name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

STANDARDS, GUIDELINES, REFERENCED, AND SOFTWARE

As applicable, the Consultant shall use the most current editions of any publications of standards, guidelines, or references that have been adopted by AIDEA at the time that design services begin. Major changes in design guidance during the course of the project that change the design criteria may be addressed by amendment.

Standard software programs used by AIDEA include, but are not limited to, the following:

- AutoCAD 2016
- Microsoft Office Suite: Word, Excel, PowerPoint, Project

The most current version of AutoCAD adopted by AIDEA shall be used for all linework and modeling. Consultant styles will be clearly differentiated by name so that AIDEA can review the styles for conformance to their standards. The AutoCAD drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). The Consultant will provide the file directory to AIDEA in a way that all dependencies among files are maintained.

SPECIFICATIONS AND ESTIMATES

Copies of the Specifications, when requested, shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

SUBMITTAL REQUIREMENTS

Deliverables shall be compatible with AIDEA standard software, and submitted in their original electronic format as well as PDF. Hard copies shall be submitted for everything requiring an original seal, and as required by the project managers of the specific projects.

Specific deliverables will be identified for each project added to the agreement.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Agreement No: 21087
Date Prepared: 4/1/2021

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions 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 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.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, 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 CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

| Contract Amount | Combined Single Limit, Per Occurrence & Annual Aggregate |
|------------------------|--|
| Under \$25,000 | As Available |
| \$25,000 to \$100,000 | \$300,000 |
| \$100,000 to \$499,999 | \$500,000 |
| \$500,000 to \$999,000 | \$1,000,000 |
| \$1,000,000 and over | Negotiable |

D2.1.5 Professional Liability Insurance required for this Agreement is

| |
|-----------------|
| \$ 1,000,000.00 |
|-----------------|

ARTICLE D3

MODIFICATION OF INSURANCE REQUIREMENTS

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
 - Right-of-Way Fee Appraisals
 - Photogrammetric Mapping Services
 - Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____ Date: _____
Name: _____
Title: _____

CERTIFICATION OF COMPLIANCE

APPENDIX E

Agreement No: 21087
Date Prepared: 4/1/2021

ALASKA LICENSES/REGISTRATIONS AND INSURANCE

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. For Procurements over \$100,000, **Alaska Business License** (Form 08-070 issued under AS 43.70) must be obtained prior to award of a contract; and not later than five days after a Notice of Intent to Award for all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Incorporation (Alaska firms) or Certificate of Authorization** for Foreign Firm ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.

5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements for Alaska Licenses, Registrations and Insurance will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature _____ Date _____
Name :
Title :

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.dced.state.ak.us/occ/home.htm>.]