



**ADDENDUM ONE**

**Request for Proposal 21129**

**Ambler Access Project: Facilities & Communication Tower Design**

5/21/2021

EMAIL TO: All RFP recipients on record.

The Request for Proposal (RFP) is hereby clarified or changed as follows:

Remove RFP Parts A, B, C, and D, and PSA D and replace with the attached.

These changes are meant to clarify scope, submittal requirements, fix reference numbers and update the insurance requirements.

All other terms and conditions remain the same.

**END OF ADDENDUM**

We appreciate your participation in this solicitation.

Sincerely,

DocuSigned by:  
  
0A1919DCB4834AC...  
Contracting Officer  
[sray@aidea.org](mailto:sray@aidea.org)  
(907)771-3035

Alaska Industrial Development and Export Authority (AIDEA)

PART

REQUEST FOR PROPOSALS PACKAGE

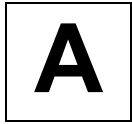


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Other: None

ISSUING OFFICE

Agency Contact, Email, and Phone No Joseph P. Kemp, P.E., AAP Program Manager, jkemp@aidea.org 907-771-3906
Contracting Division .....: Alaska Industrial Development and Export Authority

PROJECT

RFP NUMBER .....: 21129
Project Site (City, Village, etc.) .....: Ambler, Alaska
Project Title & Contract Description .....: Ambler Access Project: Facilities & Communication Tower Design
AIDEA is seeking a contractor to provide professional engineering services for facilities and communication tower design for the Ambler Road Project.

SCHEDULE & PAYMENT

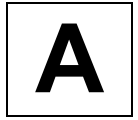
Anticipated period for performance-Begin/End: March 2021 – December 31, 2024
Estimated amount of proposed contract:
[ ] Less than \$100,000 [ ] \$100,000 to \$250,000 [ ] \$500,000 to \$1,000,000 [x] \$1,000,000 or greater
Proposed Method(s) of Payment: [x] Firm Fixed Price (FFP) [x] Cost Plus Fixed Fee (CPFF)
[x] Fixed Price Plus Expenses (FPPE) [x] 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: June 4, 2021 PREVAILING TIME: 2:00pm
To submit Proposals via ZendTo:
\*The ZendTo link is: https://drop.state.ak.us/drop/
\*Select Drop-off and follow the instructions.
\*Email to jkemp@aidea.org
\*Received files will be downloaded but not opened until after the submittal deadline passes.
To submit Proposals in person, deliver to the following location:
Alaska Industrial Development and Export Authority
Joseph P. Kemp, P.E., AAP Program Manager
813 West Northern Lights Blvd.
Anchorage, AK 99503
If you have questions regarding submitting proposals, email or call Joe Kemp at (907) 771-3906.
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.

PART



## 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

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: <input type="checkbox"/> is not required <input checked="" type="checkbox"/> is required as shown on Appendix D, Indemnification and Insurance.
12. Pre-proposal Conference: <input checked="" type="checkbox"/> None <input type="checkbox"/> 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](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.

# 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: 10

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 the Ambler Access Project (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

2. Weight: 10

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.

### 3. Management and Quality Control

3. Weight: 5

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.

**4. 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. Structural Engineering Lead\*
4. Communication and Cellular Tower 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**

**5. Workload and Resources****5. Weight: 10**

Response must: (1) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (2) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with the Authority.

Briefly address capabilities for providing additional services, including procurement support, under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

**6. Past Performance****6. Weight: 20**

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.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

**7. Minority Business Enterprises****7. Weight: 10**

A minority Business Enterprise (MBE) program will be utilized to encourage minority Alaskan owned companies to submit proposals as both Prime and Sub-service providers. This program will follow the guidelines and requirements laid out for Prime and Sub-service providers in RFP Part D page 3 Minority Business Enterprise (MBE) as indicated in Ambler Access Project: Professional Services Procurement Procedure, Appendix D MBE Scoring Criteria.

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 must submit the MBE certification form for each proposed MBE and their 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 15% MBE Participation;*

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

*"1" - Less than 10% but more than 5 % MBE participation;*

*"0" – Less than 5% MBE participation.*



**8. Alaska Bidder (Offeror) Preference**  
23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

**8. Weight: 10**

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 per AS 36.30.015 (f), AS 36.30.170 (b):***

- (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:*

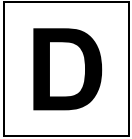
*An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.*

*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.

# Alaska Industrial Development and Export Authority PROPOSAL FORM

**PART**



**THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL.** Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

### PROJECT

Project Title..... : Ambler Access Project: Facilities & Communication Tower Design  
 RFP No..... : 21129

### OFFEROR (CONTRACTOR)

Contractor ..... :  
 Street..... :  
 P.O. Box ..... :  
 City, State, Zip ..... :  
 Alaska Business License Number ..... :  
 Federal Tax Identification No..... :  
 Individual(s) to sign contract..... :  
 Title(s) ..... :  
 Type of business enterprise (check one) .... :  Corporation in the state of . :  
 Individual      Partnership      Other(specify) .....

### ALASKA BIDDER PREFERENCES (IF NO FEDERAL FUNDING)

Check if the preference that you claim for the proposed contract (reference Criterion 8 in Part C):  
 Alaska Bidder (Offeror)

### PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor &amp; Office Location</u>	<u>AK Business License No.</u>

### CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, 4) Trade Restrictions/Suspension/Debarment, 5) Foreign Contracting and 6) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Authority is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors.

Signature ..... : \_\_\_\_\_  
 Name ..... : \_\_\_\_\_ Date: \_\_\_\_\_  
 Title..... : \_\_\_\_\_ Telephone (voice): \_\_\_\_\_  
 (fax): \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS**

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.

### **Minority Business Enterprise (MBE)**

A minority Business Enterprise (MBE) program will be utilized to encourage minority Alaskan owned companies to submit proposals as both Prime and Sub-service providers. This program will follow the guidelines and requirements laid out for Prime and Sub-service providers in RFP Part C criteria # 6 Minority Business Enterprises.

Scores from a Prime service provider's work as a MBE will be calculated using the same formulas and ranges as scores for Sub-service provider's work as a MBE.

In order to meet the qualifications under the MBE program, the company must be an Alaskan owned company, meeting the requirement under AS 36.30.990 (2), and show that they are on at least one of the following lists or meet the self-certification rules:

1. Alaska Department of Transportation & Public Facilities Civil Rights Office DBE List
2. Federally Recognized Indian Entities (willing to waive sovereign immunity for these projects and listed on the following website <https://www.federalregister.gov/documents/2020/01/30/2020-01707/indian-entities-recognized-by-and-eligible-to-receive-services-from-the-united-states-bureau-of> )
3. Alaska Native Claims Settlement Act Corporations (Listed on the following website: <https://ancsaregional.com/the-twelve-regions/> including regional and village corporations)
4. Self-Certification with AIDEA that the company is 51% owned and controlled by a minority or disadvantaged business enterprise. A Minority Business Enterprise Certification must be attached to the request for proposals for companies to complete the self-certification process (Part D page 5).





ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

### MINORITY BUSINESS ENTERPRISE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: Facilities & Communication Tower Design; RFP: 21129

Offeror / Subcontractor (Company Name): \_\_\_\_\_

#### Operation of Minority Business Enterprise (MBE)

Procurement preferences under the AIDEA Procurement Code are benefits granted only to qualified Offeror's. Per the Ambler Access Project Professional Services Procurement Procedure, if an Offeror / Subcontractor is an eligible "MBE", AIDEA will calculate the percentage of participation to the score of the Offeror's proposal.

#### Instructions regarding MBE

For MBE participation to count towards the MBE preference, the MBE must review and then certify that each statement appearing under the heading "MBE Offeror / Subcontractor Certification" is true. The individual that signs this certification shall include his/her printed name and position within the MBE organization, e.g., sole proprietor, partner, etc. MBE certifications for both Offeror(s) and Subcontractor(s) as applicable must be submitted with the Offeror's proposal to count toward the preference. If an Offeror fails to submit signed certification(s), AIDEA will not include that MBE in the participation calculation.

#### MBE Offeror / Subcontractor Certification

The MBE for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the MBE's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the MBE or an employee of the MBE for a period of six months immediately preceding the date of the proposal; and
- (D) Hereby certifies that the firm is 51% owned and controlled by a minority or disadvantage business enterprise.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this Offeror / Subcontractor, which has authorized and empowered me to legally bind it concerning this proposal, and that the foregoing statements are true and correct.

If AIDEA at any time makes a written request for documentation verifying the information provided in this MBE Certification, the MBE is required to provide AIDEA with requested documentation.

\_\_\_\_\_  
By (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name  
License Number

\_\_\_\_\_  
Alaska Business

\_\_\_\_\_  
Title:

## SUBMITTAL CHECKLIST

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: **Five (5)**. Attached page limit does not include the four-page Part D - Proposal Form.  
  
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. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.  
  
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 **One (1) copy**.
- [ ] 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).



# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

<p><b>Agreement No:</b> 21129  <b>Date Prepared:</b> 5/20/2021</p>
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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:

D2.1.5 Aircraft liability insurance: A policy of at least \$5,000,000 per incident for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat. This insurance applies to all contractors that will operate a helicopter or fixed wing aircraft on the project.

D2.1.6 Umbrella or Excess Liability Insurance: Such policy shall have a minimum coverage of \$3,000,000 per incident.

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

\$ Negotiable

**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&amp;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: \_\_\_\_\_