



Alaska Industrial Development Export Authority (AIDEA)

**SMALL PROCUREMENT DOCUMENTS**

for Professional Services - RFP, Proposal & Award per  
and 3 AAC 100

**PART A - REQUEST FOR PROPOSALS**

**GENERAL INFORMATION**

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the attached** Small Procurement Evaluation Procedure, Appendix A (General

Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certification for Licenses and Insurance).

Project Title: Ambler Mining District Interior Access Point Health Impact Assessment Third Party Contractor		Contracting Agency: Alaska Industrial Development Export Authority 813 West Northern Lights Anchorage, AK 99503	
Project Number(s): 110751	RFP #: 19033		
Project Site (City, Village, etc.) Ambler Mining District, AK			
Agency Contact: Jake Tibbe		Phone: (907) 771-3990	Email: jtibbe@aidea.org
Estimated Amount of Proposed Contract:		<input type="checkbox"/> less than \$50,000	<input type="checkbox"/> \$50,000 to \$100,000
		<input checked="" type="checkbox"/> \$100,000 to \$150,000	<input type="checkbox"/> \$150,000 to \$200,000

**REQUIRED SERVICES:**  are described in the enclosure consisting of twenty-five (25) pages, dated 11/15/2018.

Note: This work will be done for and at the direction of the Bureau of Land Management (BLM) as part of their ongoing Environmental Impact Statement.

**Note:** Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.

**PERIOD OF PERFORMANCE:** Begin: January 2019 End: November 2019

**PROPOSAL FORMAT**

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed five (8.5" x 11") pages**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be faxed, emailed, or hand delivered to the Contracting Agency.

## PRICE AND METHOD OF PAYMENT

**A Price Estimate is NOT required with your proposal.** The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.

**A Price Estimate is required with your proposal.**

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

PRICE ESTIMATE FORMAT (if required per above)						
1. *	Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):					
	<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	<b>Total DCDL \$ _____</b>
2. *	Indirect Costs (IDC).			IDC Rate: _____%		<b>Total IDC \$ _____</b>
3.	Subcontracts. List each, the amount for each and <b>attach an estimate in this format for each.</b>					<b>Total Subcontracts \$ _____</b>
4.	Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:					
	<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>		<b>Total Expenses \$ _____</b>
5. *	Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses.					<b>Total Cost \$ _____</b>
6. *	Proposed Fee. List a proposed <b>amount</b> (not a percentage) for profit.					<b>Fee \$ _____</b>
7.	Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee.					<b>Total Price \$ _____</b>
* Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). <b>Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.</b>						

SUBMITTAL DEADLINE AND LOCATION		
DATE: <b>January 15, 2019</b>	PREVAILING TIME: <b>3:00 PM</b>	Email: <b>JTIBBE@AIDEA.ORG</b>
Hand deliver proposal directly to following location, and person, if named; or Fax to a number above; or email to the email address above:		
<p>AIDEA Attn: Jake Tibbe 813 West Northern Lights Anchorage, AK 99503</p>	<p><u>When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package</u></p>	
Late proposals will not be considered. <b>Offerors</b> are responsible to assure timely delivery and receipt and <b>are encouraged to respond at least four business hours prior to the above deadline.</b> Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will <b>not</b> be provided. (An out-of-town/state Offeror may electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)		

### BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Project Understanding and Commitment
- 2) Methodology and Work Plan
- 3) Personnel & Firm Qualifications, Experience
- 4) Price Estimate (*if* required with proposal).
- 5) Schedule
- 6) Other (specify): Quality of Proposal

Proposals will be evaluated per the attached Evaluation Guidelines.

END OF PART A

## **Evaluation Guidelines**

The Evaluator (Project Manager or other person conducting the Small Procurement) will read all proposals received.

For all contracts, the Evaluator will select three of the Offerors that are among the best qualified to provide the services required. If less than three Offerors are selected - the Evaluator will include a detailed, objective, written explanation in the Evaluation Report (discussed below).

If the Evaluator is not familiar with an Offerors' or a proposed Subcontractors' prior work experience and performance, the Evaluator will investigate experience and credentials, performance for similar projects, available written evaluations, and may contact persons knowledgeable of an Offeror's or a Subcontractor's responsibility. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed.

An Evaluation Report (memorandum addressed to the Executive Director) must be prepared by the Evaluator for all Small Procurements that may exceed \$10,000. The report will summarize evaluation activities and shall identify the 3 Offerors from which the selection would be made, any of which would be suitable for performance of the contract. The Evaluation Report shall include factual information, both positive and negative, gleaned from all proposals received for use by the Executive Director as a summary of the proposals. In unusual situations where three Offerors are not recommended, the Evaluation Report will provide an explanation.

The Procurement Officer will review the proposals and evaluation report. If any discrepancies are identified, and will be appropriately addressed with any action taken documented with a written explanation for the procurement file.

The Procurement Officer will provide the names of the three qualified Offerors and copies of their proposals - including the Evaluation Report - to the Executive Director who will select one Offeror for contract negotiation. The Executive Director will use discretion in selecting the Offeror most advantageous to the Purchasing Agency and in the best interests of the Authority. Additional information which the Procurement Officer deems necessary to make a decision, will be obtained only through the Executive Director.

**Health Impact Assessment**  
**for the Ambler Road EIS**

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## 1.0 INTRODUCTION

The Alaska Industrial Development and Export Authority (AIDEA) has filed a Standard Form 299 (SF 299), Application for Transportation and Utility Systems and Facilities on Federal Lands, to construct and operate an all-season, industrial-access-only 211-mile road across federal public lands to economically valuable mineral deposits in the Ambler Mining District on the southern flanks of the Brooks Range. The road would provide industrial access from the Dalton Highway for exploration and development of the Ambler Mining District. The project is being proposed in accordance with the access provisions of the Alaska National Interest Lands Conservation Act (ANILCA) Section 201(4)(b) and ANILCA Section 1101(a).

AIDEA is soliciting statements of interest, qualifications, and a cost proposal to conduct a Health Impact Analysis (HIA) to be included in the EIS. The work will be done for and at the direction of the BLM as part of the ongoing EIS process. The federal public lands include areas managed by the US Department of the Interior, Bureau of Land Management (BLM). The BLM, Central Yukon Field Office (Fairbanks, Alaska), is the lead federal agency charged with developing the environmental impact statement (EIS) under National Environmental Policy Act (NEPA) and Title XI of ANILCA. The EIS is required prior to any decision about federal authorizations and is in response to AIDEA's application. BLM must also comply with Section 810 of ANILCA (subsistence evaluation) and Section 106 of the National Historic Preservation Act, among other environmental laws and regulatory requirements. Cooperating Agencies include at this time but not limited to: the US Army Corps of Engineers (USACE), the State of Alaska, Alaska Department of Natural Resources (DNR), Northwest Arctic Borough (NWAB), Allakaket Village, Alatna Village Council, the EPA, United States Coast Guard (USCG) and potentially Noorvik.

As specified further below, interested parties are invited to provide a detailed proposal, including qualifications and schedule, to conduct a HIA (and technical report) that would serve to support the EIS document and adequately respond to HIA-related comments that were received during scoping and consultation. The Draft HIA Technical Report (Task 3) deliverable is required within a 4-month timeframe, to allow BLM and Cooperating Agencies time to review and comment on it prior to publication in the Draft EIS. The selected Contractor shall assist the BLM in addressing comments on the Draft EIS related to health impacts. A Record of Decision is anticipated at the end of Month 12 from contract issuance.

Electronic records produced by the contractor for the AMDIAR EIS shall be 508 compliant.<sup>1</sup> Records produced by others may be made 508 compliant by amendment.

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<sup>1</sup> The .pdf final documents shall be in an accessible format following WCAG 2.0 standards and comply with the Section 508 of the Rehabilitation Act of 1973 as amended, as they are subject to being made available to the public via being posted on the internet. Section 508 requires that Federal agencies' electronic and information technology is accessible to people with disabilities to assure accessibility by the visually impaired using assistive technology such as screen readers and refreshable Braille displays. Guidance on Section 508 compliance is available at: <http://www.section508.gov/> and the WCAG 2.0 Standards are available at: <https://www.w3.org/TR/WCAG20/>.

The guides and training tools are at: [https://www.section508.gov/content/build/create-accessible-documents and Attachment #6](https://www.section508.gov/content/build/create-accessible-documents-and-Attachment-#6) to this Appendix B - Statement of Services.

## 1.1 Background

The BLM has completed NEPA scoping and health issues of concern were identified in scoping comments. Scoping comments can be found in Appendix A of the Scoping Summary Report available at:

[https://eplanning.blm.gov/epl-front-office/projects/nepa/57323/143516/176592/20180430\\_Ambler\\_SSR\\_Appendix\\_A.pdf](https://eplanning.blm.gov/epl-front-office/projects/nepa/57323/143516/176592/20180430_Ambler_SSR_Appendix_A.pdf).

[https://eplanning.blm.gov/epl-front-office/projects/nepa/57323/143515/176591/20180430\\_Ambler\\_EIS\\_SSR.pdf](https://eplanning.blm.gov/epl-front-office/projects/nepa/57323/143515/176591/20180430_Ambler_EIS_SSR.pdf)

The BLM has also developed the purpose and need statements for the EIS and identified the alternatives to be carried forward into the EIS. The Project need results from the requirement of the BLM to consider the right-of-way application for an industrial surface transportation access across BLM-managed lands to the Ambler Mining District. The purpose of the BLM action is to issue a right-of-way grant which provides for:

- (1) technically and economically practical and feasible year-round industrial surface transportation access in support of mining exploration and development, and
- (2) construction, operation, and maintenance of facilities associated with that access.

## 1.2 Purpose of a Health Impact Assessment

The purpose of a health impact assessment (HIA) is to identify the potential changes to environmental and social factors from a built project, plan, policy, or other initiative that can directly and indirectly affect human health. According to the World Health Organization (WHO; 1999), HIA is a process by which the magnitude and distribution of broad potential health impacts of a project, plan or policy can be forecasted.

Community health analyses typically evaluate a wide variety of factors that contribute to overall community health. These factors include socioeconomic, cultural, and economic factors, as well as individual behaviors, the physical environment, and access to health services. These factors are often referred to as health determinants. Built projects can be qualified in a HIA as having negative or positive impacts on health.

The “Technical Guidance for Health Impact Assessment in Alaska” (DHSS Version 2.0; 2015 [or more current version]) should be utilized for the preparation of the HIA. RFP responders are encouraged to review this guidance at: <http://dhss.alaska.gov/dph/Epi/hia/Documents/AlaskaHIAToolkit.pdf>. This guidance notes that although there is considerable variability among HIAs, the key characteristics include:

- Focused: evaluates a specific policy, program, or project proposal
- Balanced: considers potential positive and negative health impacts
- Multi-dimensional: considers many dimensions of population health, including both outcomes and determinants
- Multidisciplinary: incorporates information from many disciplines that influence health
- Flexible: evaluates actions of varying size and complexity, in a variety of settings

- Adaptable: the scope can be wide ranging or focused on a limited set of issues of particular concern; similarly, some aspects of a project may require in-depth evaluation and field studies, while others may only require a desktop analysis
- Transparent: the process is open and transparent to the public.

The scope of work generally follows the process outlined in the DHSS guidance. BLM's general expectations follow the steps summarized from the DHSS guidance.

**Screening.** *Preliminary evaluation to decide whether a project poses any noteworthy health questions, whether an HIA is warranted, and if so, what size HIA is appropriate.*

- BLM has already determined that an HIA is warranted and has determined that a combination of Rapid Assessment HIA and Desk Top HIA should be conducted as described in the scope of work.

**Scoping** - *During NEPA scoping, a vast array of health issues of potential concern can be considered or examined through project review, health data review, and stakeholder engagement. All available and relevant baseline health data is also gathered and summarized during this phase. Near the close of the scoping phase, the HIA practitioner should be able to identify finite plausible health impacts, if any, and any existing data gaps.*

- BLM has completed NEPA scoping and health issues of concern have been identified in scoping comments. The RFP respondents are encouraged to review scoping comments in Appendix A of the Scoping Summary Report available at:

[https://eplanning.blm.gov/epl-front-office/projects/nepa/57323/143516/176592/20180430\\_Ambler\\_SSR\\_Appendix\\_A.pdf](https://eplanning.blm.gov/epl-front-office/projects/nepa/57323/143516/176592/20180430_Ambler_SSR_Appendix_A.pdf).

Data collection and project review will be completed in accord with the scope of work described below.

**Assessment/Impact Ranking** - *After the key health impacts are identified during the scoping process, the impacts can be ranked. The HIA toolkit uses a semi-quantitative method that accounts for the intensity, geographic extent, duration, and likelihood of health impacts.*

- BLM expects that potential direct, indirect, and cumulative health impacts will be assessed and described in a technical report as described further in the Scope of Work (Task 3). The Ambler Access HIA will in part use a comparative approach to evaluate the benefits and potential impacts to health between the existing conditions and the EIS Alternatives. The focus should be on addressing EIS scoping comments that relate to public health and impacts identified during the rapid assessment described below in the scope of work.

**Health Action Plan (HAP)** - *Based on the impact rankings developed in the risk assessment, the HIA practitioner can develop an HAP that make recommendations to address important impacts. These recommendations can suggest ways to further maximize the health benefits or minimize identified health risks.*



- BLM expects that recommendations to addressing potential health impacts will be described in the technical report in form of proposed avoidance and mitigation recommendations.

***Implementation and Monitoring Plan*** - After the HAP is developed, key stakeholders (including the project proponents) may develop action frameworks, allocation of resources, and monitoring systems that track progress towards the goals of the HAP. The monitoring plan should define appropriate key performance indicators.

- BLM anticipates that an implementation and monitoring plan may be developed between the Draft and Final EIS. The plan would define the mitigation and monitoring commitments which will be included in the record of decision and will become part of the Right of Way stipulations.

## 2.0 SCOPE OF WORK

The selected Contractor will conduct the following activities at the direction of BLM:

### **Task 1. Scoping: Issue Identification and Initial Data Collection (Month 1)**

In this task, the Contractor shall work with at the direction of the BLM to identify the health effects that will be included in the HIA, the populations affected, the sources of data, and the alternatives to be evaluated. The scope of the HIA shall focus on the issues identified during the NEPA scoping phase and the alternatives being evaluated in detail in the EIS.

The Contractor shall review relevant background documentation prepared for the EIS and the comments related to health and the HIA study available on the BLM's project web site<sup>2</sup> and ePlanning page<sup>3</sup> to gain an understanding of the existing project setting, AIDEA's proposed development, and the EIS alternatives. These documents include AIDEA's application/supporting documentation (SF299), BLM's EIS scoping summary report.

The Contractor shall prepare a summary matrix (Table) that (1) identifies and describes the substantive issues identified from the EIS scoping comments related to potential health impacts, and (2) identifies corresponding HEC(s) or other health determinant(s) associated with the potential impacts of the project alternatives. The Contractor shall also list in the matrix relevant published literature, studies, and other resources proposed for use in evaluating the project's health impacts. Resources and studies should focus on environmental/health risks and benefits associated with similar project settings (preferably Alaska) and the proposed project activities.

This matrix will assist in supporting the Rapid Assessment Workshop in Task 2.2. The Contractor shall submit the Table and a reference list for BLM review and comment prior to the Rapid Assessment Workshop. In preparing the Table, the Contractor shall coordinate with BLM/cooperating agencies

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<sup>2</sup> <https://www.blm.gov/programs/planning-and-nepa/plans-in-development/alaska/AmblerRoadEIS>

<sup>3</sup> <https://eplanning.blm.gov/epl-front-office/eplanning/planAndProjectSite.do?methodName=dispatchToPatternPage&currentPageId=111129>

(notably DHSS) to identify and collect relevant information from their sources and will also incorporate reputable information from other sources or relevant projects.

**Deliverables:**

- Health Impact Summary Table – within 1 month from contract award
- Comprehensive reference list – within 1 month from contract award
- All deliverables shall be 508 compliant documents for publication on the ePlanning project website.

**Task 2. Initial Health Impact Assessment (Months 1 through 3)**

Following BLM’s approval of Task 1 submittals, the Contractor shall assess the identified potential health impacts of the proposed Ambler Access alternatives that are being reviewed as part of the EIS Process. The initial assessment should establish a preliminary baseline of health status of the affected population and then assess the potential impacts through a rapid assessment workshop. The alternatives being evaluated in detail in the EIS shall be the focus of the HIA. The initial assessment shall be completed in two steps: a Desktop HIA and a Rapid Assessment HIA.

**2.1 Desktop HIA**

The Contractor shall prepare a draft Desktop HIA in accord with the DHSS technical guidance. The desktop assessment shall describe the current conditions, using quantitative and qualitative data, related to the priority health issues identified in Task 1. Using the best information available, the Contractor shall evaluate and describe potential health impacts associated with the alternatives being evaluated in the EIS in a brief memorandum. In accordance with the DHSS guidance, the following elements should be covered:

- Project background
- Scope and Purpose of the HIA
- Brief description of the alternatives being evaluated in the EIS
- Potentially impacted areas (geography); i.e. the physical and social study area for analysis
- A profile of potentially affected communities in the study area
- Review of available subsistence data
- Community and/or external stakeholder concerns or comments from scoping
- Brief health baseline analysis
- Potential health benefits and effects
- Risk and benefit analysis based on the standard health effects categories described in the DHSS tool kit
- Recommendations
- Monitoring options for Key Performance Indicators (KPI)

The draft desktop analysis is anticipated to take 3-4 weeks. The BLM and its EIS contractor shall provide the project background; description of alternatives being evaluated in the EIS; description of the geography and profile of potentially impacted communities; relevant stakeholder and scoping comments; and all relevant HIA data being gathered as part of the EIS (e.g., subsistence data; asbestos data, etc.).

The Contractor shall attend the BLM’s 3-day Cumulative Impact Assessment Workshop and the BLM’s 3-day Subsistence Impact Workshop and incorporate the findings in analyzing the potential health benefits and effects.

The purpose of the draft HIA desktop analysis is to provide a base of information to inform the Rapid Assessment Workshop. The Rapid Assessment Workshop will be used to supplement and refine the desktop analysis. BLM will review and comment on the draft assessment. The Contractor shall address BLM comments and send the revised desktop assessment to Rapid Assessment Workshop participants 1 week prior to the workshop. The input received at the workshop will be used to turn the memo into a technical report described in Task 3.

#### **Deliverables:**

- Draft Desktop HIA – within 2 months from contract award
- Revised Desktop HIA – 1 week prior to Rapid Assessment Workshop
- All deliverables shall be 508 compliant documents for publication on the ePlanning project website.

## **2.2 Rapid Assessment Workshop**

In coordination with the BLM, the contractor shall plan and facilitate a multi-day Rapid Assessment Workshop to supplement and refine the information developed in Task 2.1. Working with the BLM, the contractor shall identify participants with expertise in public health for the workshop; prepare an agenda; plan and organize facilitated workshop activities; plan for workshop logistics (room, food, handouts, etc.); notify invited participants of the workshop date, place, and time; facilitate the workshop and make oral presentations; provide presentation graphics; compile a list of attendance; and prepare a written summary of the workshop. The 2-day workshop would be held in Anchorage or Fairbanks with webcast participation for any participants that cannot attend in person.

The goals of the workshop are to:

- Confirm the substantive potential health impacts identified in Task 1
- Confirm/refine the study area(s)
- Identify additional data sources to aid in the documentation of baseline health and health impacts
- Supplement and refine the understanding of the potential health effects including:
  - Understanding the causal pathways associated with the potential effects
  - Assessing and ranking impacts in accord with the DHSS guidance

A key component of the workshop will be to develop further understanding and refinement of the impacts that are likely to occur and then to qualify, quantify or characterize the predicted impacts. The DHSS HIA toolkit uses a semi-quantitative method that accounts for the intensity, geographic extent, duration, and likelihood of health impacts. Health impacts may have several different dimensions and impacts may be positive or negative. At a minimum, the dimensions to include in the Rapid Assessment Workshop include:

- **Importance** – how important is the impact to the potentially affected communities and other stakeholders, including applicants?
- **Nature** – is the impact direct, indirect, or cumulative?
- **Duration** – when will the impacts occur and how long will they last under typical conditions?
- **Extent** – how widespread will the impacts be under likely conditions (e.g., statewide, regional, or local) and will there be groups with disproportionate impacts?
- **Magnitude** – what is the range of intensity of the impact in terms of change from existing baseline conditions?

- **Frequency** – how often would the impact reasonably occur during a specified time period?

Impact Assessment matrices shall be collaboratively created through facilitated activities at the workshop. The matrices should generally follow the DHSS Guidance and shall be prepared for each substantive impact/determinant. Finding summaries related to each potential impact should be displayed in separate tables / matrices that clearly and transparently note the health determinant (e.g., safety, air pollution, stress, social aspects, economy, access to services, etc.), direction of expected health impact (e.g., increase, decrease, no change); level of impact (e.g., high, moderate, low); likelihood (e.g., likely, possible, unlikely); and population groups impacts (e.g., public, recreators, workers, etc.). RFP respondents are encouraged to review the DHSS guidance for examples of HIA tables and outputs that should be considered for this project.

**Deliverables:**

- Preparations and facilitation of Rapid Assessment Workshop – within 3 months from contract award
- Summary Report – 2 weeks after Rapid Assessment Workshop
- All deliverables shall be 508 compliant documents for publication on the ePlanning project website.

**Task 3. Health Impact Documentation (Months 4 through 8)**

**3.1 HIA Technical Report**

The contractor shall take the results from Tasks 1 and 2 and flesh out the health baseline and analysis of potential effects to create a stand-alone technical report that can be appended to the Draft and Final EIS. The report should reflect the input developed during the rapid assessment and be focused on potentially significant health-related impacts.

The Alaska Department of Health and Social Services (DHSS) has identified Alaska-specific key health effect categories (HECs) to summarize information on characteristics that may be affected by development projects (see below table). These HECs address key health determinants and provide the basis for evaluating potential health effects. DHSS has identified eight HECs in its *Technical Guidance for Health Impact Assessment in Alaska* (DHSS 2015). These state-specific HECs are to serve as the minimum basis of evaluation for the Ambler Road HIA; however, the Contractor shall identify other criteria, health determinants, resources, and references that should be evaluated for the project, based on best-practice, scoping comments, and guidance relevant to the project and its potential effects.

**Alaska Health Effect Category Descriptions**

<b>Health Effect Category</b>	<b>Description</b>
HEC1: Social Determinants of Health	Economic status, educational status, social support systems, employment status, mental health, maternal and child health, substance use, social exclusion, psychosocial distress, historical trauma, and family dynamics
HEC2: Accidents and Injuries	Intentional and unintentional injuries with fatal and nonfatal results; traffic patterns, alcohol involvement, emergency services availability, presence of law enforcement, and presence of prevention programs

<b>Health Effect Category</b>	<b>Description</b>
HEC3: Exposure to Potentially Hazardous Materials	Documented illnesses or exacerbation of illnesses commonly associated with pollutants through inhalation, ingestion, or physical contact
HEC4: Food, Nutrition, and Subsistence	Nutrient levels, malnutrition, or improvements in nutrient intake, diet composition, food security, and consumption of subsistence foods
HEC5: Infectious Disease	Rates of increase or decrease for a range of infectious diseases, such as sexually transmitted infections, respiratory illness, or skin infections; immunization rates; and the presence of infectious disease prevention efforts
HEC6: Water and Sanitation	Changes to access, quantity, and quality of water supplies; distance to clean water, water fluoridation, indoor plumbing, water treatment facilities, and the existence of community facilities, such as washeterias (Laundromats) or community showers
HEC7: Non-Communicable and Chronic Diseases	Increases or decreases in mortality and morbidity rates of cancer, cardiovascular and cerebrovascular diseases, diabetes, respiratory diseases, and mental health disorders; smoking rates, rates of alcohol and drug abuse, physical activity levels, presence of recreation centers, and cancer-screening rates
HEC8: Health Services Infrastructure and Capacity	Increase or decrease in medical evacuations, clinic or hospital visit trends, health expenditures, and medication usage; distance to health facilities, medevac facilities/aircraft, presence of community health aides, and the frequency of physician visits to the area

Source: Table adapted from Table 4.1 of DHSS 2015

The results of Tasks 1 and 2 shall form the basis of the HIA technical report and may be supplemented with additional research and analysis as needed. The HIA technical report is anticipated to be appended to the Draft EIS. The Contractor shall deliver a BLM review draft of the report to BLM. The Contractor shall address BLM comments and prepare a Cooperating Agency Review Draft for distribution to Cooperating Agencies. The Contractor shall address Cooperating Agency comments and prepare a Public Review Draft that can be published with the Draft EIS or on the BLM's ePlanning web site. At a minimum the HIA technical report should contain the following information:

### **Health Baseline**

The HIA technical report will document the existing conditions in the DHSS HEC categories – and other categories as identified during Tasks 1 and 2 - for communities that may be affected by the proposed project. Communities considered to be affected by the project would include those communities in the vicinity of the road corridor as well as those that have documented subsistence use of areas crossed by or in close proximity to the proposed corridor. Documentation of current health status is anticipated to be based primarily on U.S. census data, the Alaska Bureau of Vital Statistics (ABVS) data, Alaska Department of Education data, and other publicly available health statistics.

The Contractor may need to compile and describe additional, supplemental data on existing health conditions within the study area to document the Health Baseline in the study area(s). This baseline assessment allows for identification of health challenges and opportunities, possible vulnerabilities, and establishment of current health status as a reference point from which to conduct the impact assessment. This will be developed from existing sources (e.g., Alaska DHSS, EIS documentation).

A potential outline for the baseline report is contained in Attachment A to this RFP. Note that this outline is only an example and that specific health indicators would need to be refined to support the analysis in the Ambler Road EIS.

### **Assessment of the Health Impacts**

The purpose of the assessment will be to document health effects that could occur as a result of the proposed project. The HIA technical report will identify the potential direct, indirect, and cumulative effects on the HECs from road construction and operation. The results of Tasks 1 and 2 shall be used as a base and supplemented with additional research and analysis as needed. It is anticipated that the assessment will be done using available information and coordinated with other EIS documentation. The best available evidence shall be used, including: systematic reviews and meta-analyses; peer reviewed literature; government agency reports and other reputable gray literature; previously published HIAs, quantitative models, and expert opinion.

Among the effects from project construction and operation that could result in impacts on community health and safety could include:

- Introduction of road infrastructure and traffic
- Potential safety effects from conflicts between local resident travel and road traffic
- Increased air emissions from road traffic and fugitive dust
- Changes in noise levels and aesthetics
- Impacts to fish and wildlife from habitat loss, disturbance, mortality, and changes in migration patterns
- Impacts to socioeconomic factors, such as income and employment
- Impacts to availability of health services and facilities
- Impacts to diets and nutrition from changes in subsistence harvests, increased incomes, changes in food costs
- Impacts to social and cultural cohesion from changes in employment and income

Changes to subsistence resource access and changes in income can affect food security and the nutritional value of local residents' diets. Introduction of road traffic on gravel roads can increase air emissions in areas near the road corridor. Road construction and operation could also directly and indirectly increase employment and income, and provide funds for programs and facilities that support community health. All these factors must be evaluated to determine the potential Project effects on human health and safety, and to adequately respond to the health-related EIS comments.

The impact assessment will identify the link between the project effect, the change in the HEC health determinants, and the potential impact on community health (negative or positive). Impacts should be categorized as to the magnitude of the effect (e.g., low, moderate, high), the extent of the effect, and the likelihood of the effect.

### **Potential Mitigation (aka Health Action Plan)**

Based on the analysis developed in the prior steps, the Contractor shall make recommendations to avoid or mitigate adverse health impacts. These recommendations can suggest ways to further maximize the health benefits or minimize identified health risks.

### **3.2 Draft EIS Summary**

The Contractor shall provide a summary of the evaluation of predicted impacts (positive and negative) for each of the proposed alternatives so that impacts can be compared and contrasted by alternative in the EIS (and including the no action alternative). Documentation of the summary should be formatted to allow for the HIA to be readily integrated into the EIS.

#### **Deliverables:**

- Draft HIA Technical Report – within 6 months from contract award
- Revised HIA Technical Report – within 7 to 8 months from contract award
- Draft EIS Summary – within 8 months from contract award
- All deliverables shall be 508 compliant documents for publication on the ePlanning project website.

### **Task 4 Final EIS and Responses-to-Comments (Months 9 through 11).**

The selected Contractor shall assist with the following activities at the direction of BLM:

#### **4.1 Draft EIS Outreach Support**

The Contractor shall assist BLM in preparing EIS-related outreach materials related to the HIA (e.g. fact sheets, frequently asked questions, etc.) to support the public understanding of HIA-related findings.

#### **4.2 Public Hearings**

The contractor may attend public hearings at BLM's request to assist in explaining HIA-related findings to the public.

#### **4.3 Responding to Comments**

The Contractor shall assist the BLM with preparing responses to substantive public comments received on the Draft EIS.

#### **4.4 Memorandum of Agreement**

The Contractor shall assist the BLM in preparing a Memorandum of Agreement from the monitoring plan for signature by the applicant, BLM, and cooperating agencies that formalizes mitigation commitments and monitoring requirements. The expectation is that the agreement would identify actions, allocation of resources, and identify monitoring systems that track progress towards fulfilling the NEPA environmental commitments for mitigating the health impacts.

#### **4.5. Final HIA Technical Report**

The Contractor will revise the Draft Technical Report to address substantive HIA-related comments received during the Draft EIS comment period. The Contractor shall address BLM comments and prepare a Final Draft that can be published with the Final EIS or on the BLM's ePlanning web site.

#### **4.6. Final EIS Summary**

The Contractor shall revise the Draft EIS Summary for each of the alternatives (including the no action alternative) to address HIA related comments received during the Draft EIS comment period. The Contractor shall address BLM comments and format the summary so that it may be readily integrated into the Final EIS.

**Deliverables:**

- Draft EIS Outreach Material – within 8 months from contract award
- Responses to substantive DEIS comments – 2 weeks after the DEIS public comment period ends.
- Final EIS Summary – within 1 month after the DEIS public comment period ends.
- Final HIA Technical Report for the FEIS – within 1 month after the DEIS public comment period ends.
- All deliverables shall be 508 compliant documents for publication on the ePlanning project website.

**4.7 Final Administrative Record**

The Contractor shall prepare and submit all records following the BLM protocol provided for inclusion in the Administrative Record. The Contractor shall submit all GIS data and other digital data to BLM for project closeout.

**Deliverables:**

- Final Administrative Record files
- All digital data for project closeout



**ATTACHMENT A**

**HEALTH IMPACT ASSESSMENT (HIA)  
POTENTIAL BASELINE INVENTORY OUTLINE**



## DRAFT HEALTH IMPACT ASSESSMENT SUMMARY

### Introduction

This baseline human health summary presents an overview of the current health status of the communities within the Yukon-Koyukuk Census Area and the Northwest Arctic Borough (NWAB) that would potentially be affected by construction and operation of the Ambler Mining District Industrial Access Project (AMDIAP). This baseline health summary includes information on individual communities within the project area where that level of information is available. Where that data is not available due to small population size, data at the census area or borough level is used.

Documentation of baseline health conditions provides context for the health impact assessment (HIA). The primary source for the health conditions baseline is data collected by the public health surveillance systems maintained by the State of Alaska DHSS Division of Public Health, as well as other state agencies, including the Alaska Department of Education, the Alaska Department of Labor and Workforce Development, the Department of Community and Regional Affairs in the Department of Commerce, Community and Economic Development, and national and local statistics where available.

Baseline community health data are organized and presented by specific Health Effect Categories (HECs).

### Alaska Health Effect Category Descriptions

Health Effect Category	Description
HEC1: Social Determinants of Health	Economic status, educational status, social support systems, employment status, mental health, maternal and child health, substance use, social exclusion, psychosocial distress, historical trauma, and family dynamics
HEC2: Accidents and Injuries	Intentional and unintentional injuries with fatal and nonfatal results; traffic patterns, alcohol involvement, emergency services availability, presence of law enforcement, and presence of prevention programs
HEC3: Exposure to Potentially Hazardous Materials	Documented illnesses or exacerbation of illnesses commonly associated with pollutants through inhalation, ingestion, or physical contact
HEC4: Food, Nutrition, and Subsistence	Nutrient levels, malnutrition, or improvements in nutrient intake, diet composition, food security, and consumption of subsistence foods
HEC5: Infectious Disease	Rates of increase or decrease for a range of infectious diseases, such as sexually transmitted infections, respiratory illness, or skin infections; immunization rates; and the presence of infectious disease prevention efforts
HEC6: Water and Sanitation	Changes to access, quantity, and quality of water supplies; distance to clean water, water fluoridation, indoor plumbing, water treatment facilities, and the existence of community facilities, such as washaterias (laundramats) or community showers
HEC7: Non-Communicable and Chronic Diseases	Increases or decreases in mortality and morbidity rates of cancer, cardiovascular and cerebrovascular diseases, diabetes, respiratory diseases, and mental health disorders; smoking rates, rates of alcohol and drug abuse, physical activity levels, presence of recreation centers, and cancer-screening rates

Health Effect Category	Description
HEC8: Health Services Infrastructure and Capacity	Increase or decrease in medical evacuations, clinic or hospital visit trends, health expenditures, and medication usage; distance to health facilities, medevac facilities/aircraft, presence of community health aides, and the frequency of physician visits to the area

Source: Table adapted from Table 4.1 of DHSS 2015

**HEC1: Social Determinants of Health**

*Demographics*

*Population*

**Table 1. Population demographics in PACs**

Community	Population size	American Indian/Alaska Native <sup>a</sup>	Median age (years)	Proportion of residents ≥ 65 years of age	Proportion of residents < 18 years of age

Source: U.S. Census, xxxx

<sup>a</sup>Race reported alone or in combination with one or more other races

*Income*

*Employment*

*Percent living below poverty level*

**Table 2. Economic indicators**

Location	Per Capita Income (\$)	Median Household Income (\$)	% of People Living Below the Poverty Limit
State of Alaska	33,129	71,859	10.1%


Source: U.S. Census ACS, 2014

*Educational attainment*

**Table 3. Educational attainment**

<b>Location</b>	<b>Percent high school graduate or higher</b>
<b>Alaska</b>	91.8%

Source: U.S. Census ACS, 2014

**General Health**

**Self-rated health**

**Maternal and Child Health**

*Infant mortality*

*Low birth weight*

*Substance use during pregnancy*

**Mental Health**

*Mentally unhealthy days*

*Suicide*

*Substance Dependence*

- Alcohol
- Marijuana
- Tobacco

*Cultural Continuity*

**Summary**

*Areas of Vulnerability*

*Areas of Resilience/Success*

**HEC 2: Accidents and Injuries**

**Fatal Injuries**

*Fatal unintentional injuries*

**Table 4. Unintentional Injury Deaths by Cause**

Cause of Death	State of Alaska	
	Number of Deaths	Age-adjusted Rate <sup>a</sup>
<b>Unintentional Injuries</b>		
<b>Transport accidents</b>		
Motor vehicle accidents		
Snow machine <sup>b</sup>		
ATV <sup>c</sup>		
<b>Nontransport accidents</b>		
Falls		
Poisoning		

Source: ABVS,

*Fatal intentional injuries (suicide)*

**Non-fatal injuries**

**Summary**

*Areas of Vulnerability*

*Areas of Resilience/Success*

**HEC 3: Exposure to Potentially Hazardous Materials**

***Air Quality***

***Water Quality***

***Summary***

*Areas of Vulnerability*

*Areas of Resilience/Success*

**HEC 4: Food, Nutrition, and Subsistence**

*Food Security*

***Subsistence Resources***

*Participation in subsistence*

***Summary***

*Areas of Vulnerability*

*Areas of Resilience/Success*

**HEC 5: Infectious Diseases**

***Sexually Transmitted Infections***

*Chlamydia rates*

*Gonorrhea rates*

***Summary***

*Areas of Vulnerability*

*Areas of Resilience/Success*

**HEC 6: Water and Sanitation*****Water and Sewer Service Rates******Summary****Areas of Vulnerability**Areas of Resilience/Success***HEC 7: Non-communicable and Chronic Diseases*****Diabetes******Overweight and Obesity******Cancer*****Table 5. Cancer Deaths by Type,**

Cause of Death	State of Alaska			
	Number of Deaths	Age-Adjusted Rate <sup>1</sup>	Number of Deaths	Age-Adjusted Rates <sup>1</sup>
<b>Malignant Neoplasms</b>			<b>2942</b>	<b>159.5</b>
Lip, Oral Cavity, and Pharynx			41	1.9
Esophagus			94	5.0
Stomach			89	4.6
Colon, Rectum, and Anus			273	15.0
Liver and Intrahepatic Bile Ducts			143	6.5
Pancreas			195	10.3
Larynx			12	0.6*
Trachea, Bronchus, and Lung			765	41.4
Skin			49	2.8
Breast <sup>2</sup>			195	19.6
Cervical <sup>2</sup>			19	1.6
Uterine <sup>2</sup>			36	3.6
Ovarian <sup>2</sup>			58	5.7
Prostate <sup>2</sup>			126	17.8
Kidney and Renal Pelvis			79	4.5
Bladder			54	3.3
Brain			74	3.5
Lymphoid & Hematopoietic			236	13.5
Hodgkin's Disease			2	**
Non-Hodgkin's Lymphoma			86	4.9
Leukemia			91	5.3



Multiple Myeloma			56	3.0
All Other Lymphoid & hematopoietic			1	**
All Other and Unspecified Cancers			404	22.5

Source: ABVS, 2016

<sup>1</sup>Age-Adjusted rates are per 100,000 U.S. year 2000 standard population

<sup>2</sup> Breast, cervical, uterine and ovarian cancer rates are for females only and prostate cancer rates are for males only

\* Rates based on fewer than 20 occurrences are statistically unreliable and should be used with caution

\*\*Rates based on fewer than 6 occurrences are not reported

**Cardiovascular and cerebrovascular disease mortality**

**Table 6. Major Cardiovascular Disease Deaths, North Slope Borough and the State of Alaska, 2011 - 2013**

Cause of Death	State of Alaska			
	Number of Deaths	Age-Adjusted Rate <sup>1</sup>	Number of Deaths	Age-Adjusted Rate <sup>1</sup>
<b>Major Cardiovascular Diseases</b>			2866	189.9
<b>Heart disease</b>			2146	137.7
<b>Ischemic heart disease</b>			1225	74.3
<b>Acute myocardial infarction</b>			246	15.7
<b>Atherosclerotic cardiovascular disease</b>			450	22.8
<b>All other ischemic heart disease</b>			529	35.9
<b>All other heart disease</b>			921	63.4
<b>Cerebrovascular disease</b>			544	40.4
<b>All other cardiovascular diseases</b>			176	11.8

Source: ABVS, 2015

<sup>1</sup>Age-adjusted rates are per 100,000 U.S. year 2000 standard population

\* Rates based on fewer than 20 occurrences are statistically unreliable and should be used with caution

\*\*Rates based on fewer than 6 occurrences are not reported

**Chronic respiratory disease rates**

*Chronic lower respiratory disease mortality*

**Table 7. Chronic lower respiratory disease rates**

Detailed Cause of Death	Deaths	Crude Rate <sup>1</sup>	Age-Adjusted Rate <sup>2</sup>	Alaska Deaths	Alaska Crude Rate <sup>1</sup>	Alaska Age-Adjusted Rate <sup>2</sup>
Chronic lower respiratory disease				593	26.8	37.2

Source: ABVS, 2016

<sup>1</sup>Crude rates are per 100,000 population

<sup>2</sup>Age-adjusted rates are per 100,000 U.S. year 2000 standard population

\* Rates based on fewer than 20 occurrences are statistically unreliable and should be used with caution

*Asthma*

*COPD*

**Summary**

*Areas of Vulnerability*

- 

*Areas of Resilience/Success*

**HEC 8: Health Services Infrastructure and Capacity**

**Summary**

*Areas of Vulnerability*

- 

*Areas of Resilience/Success*

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**Alaska Industrial Development Export Authority (AIDEA)**  
**SMALL PROCUREMENT DOCUMENTS**  
**PART B - PROPOSAL FORM**

**THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.**

Project Title: Ambler Mining District Interior Access Point Health Impact Assessment Third Party Contractor
RFP No.: 19033

**PROPOSAL REQUIREMENTS**

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering and/or

Land Surveying with their Alaska registration number). Include a brief -- about one paragraph -- statement for each person named which describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources -- support personnel, facilities, equipment, etc. -- current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

<p><b>ALASKA STATUTORY PREFERENCE</b>    <input checked="" type="checkbox"/> <b>are</b>    <input type="checkbox"/> <b>are not</b> applicable to this contract.          If applicable, check those preferences that you (Offeror) claim. AS 36.30.050(f)</p> <p align="center"><input type="checkbox"/> Alaska Bidder (Offeror)</p>
--

**PROPOSAL**

The undersigned has reviewed Part A - RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the attached documents, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

will be placed if this contract is awarded and that failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Offeror and Subcontractors. This proposal is valid for at least ninety days.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

- [    ] Alaska Licenses and Registrations.
- [    ] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [    ] Professional Liability Insurance as follows:
  - As available.
  - Minimum of \$300,000.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance

\_\_\_\_\_  
 Signature **and Date**

- Name .....
- Title .....
- Offeror (Firm) .....
- Street or PO Box.....
- City, State, Zip .....
- Telephone - Voice.....
- Telephone - Fax.....

- Federal Tax Identification No..... :
- Type of Firm (Check one of the following):
- Individual                       Partnership
  - Corporation in state of..... :
  - Other (specify)..... :

END OF PART B

**Alaska Industrial Development & Export Authority**

<b>SMALL PROCUREMENT DOCUMENTS PART C - CONTRACT AWARD, NOTICE TO PROCEED &amp; INVOICE SUMMARY</b>	RFP Number.....: 19033
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Contractor:  
 Project Title: Ambler Mining District Interior Access Project Health Impact Assessment Third Party Contractor

**CONTRACT AWARD & NOTICE TO PROCEED**

You have been awarded this Agreement in accordance with Parts A, B & C of these documents and the following correspondence:  
 From .....: Alaska Industrial Development & Export Authority Date :  
 To.....: Number of Pages :  
 Subject.....: Scope of Services & Schedule

This Agreement incorporates by reference the Small Procurement Standard Provisions Booklet dated March 2014. If you do not have a copy of the Standard Provisions Booklet, obtain one from the Contracting Agency. You are authorized to proceed with performance of this contract immediately and are required to complete it not later than: **November 1, 2019**.  
 The Agency Manager for this Contract is: Jeff San Juan, Project Manager. Telephone-(Voice): 907.771.3066 Fax: 907.771.3940  
 Compensation for this Contract shall be by the method(s) and not exceed the authorized amount(s) shown in the Invoice Summary (below):

Issued for the Contracting Agency by:  Signature _____ Date _____ Name: Jake Tibbe, Contracting Officer	Accepted for the Contractor by:  Signature _____ Date _____ Name:
--	--

**INVOICE SUMMARY**

This Invoice is for [ ] Progress OR [ ] Final Payment. **Sequential Invoice Number for this Contract is: [ ]**.

\* Each firm may be compensated for this Contract by only one of the following Methods of Payment (as explained in the Standard Provisions Booklet):  
 Fixed Price (FP) .....Amounts entered in Columns "c" and "g" only Cost Plus Fixed Fee (CPFF) ..... Columns "c", "d", "e", "f" and "g"  
 FP + Expenses (FPPE).....Columns "c", "e" and "g" only Time and Expenses (T&E)..... Columns "c", "e" and "g" only

a
b
c
d
e
f
g

Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or FP)	Indirect Cost	Expenses	Fixed Fee	Total Price
Total Contract Amounts Authorized for All Firms						
Sum of Prior APPROVED Payments						
Sum for THIS INVOICE						
Sum of Prior Payments plus this Invoice						
Balance of Authorized Amounts						

**PAYMENT**

Purchase Order Code PO00	Term Date of Funding Source 6/30/2019	<b>CONTRACTOR'S PAYMENT REQUEST:</b>  Signature _____ Date _____ Name: _____ (Contractor's Project Manager)
<b>PAYMENT RECOMMENDED:</b> I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.  Signature _____ Date _____ Name:		<b>PAYMENT APPROVED:</b> Based upon the payment recommendation and certification, I hereby approve payment.  Signature _____ Date _____ Name: Jeff San Juan, Project Manager

**SEE INSTRUCTIONS ON NEXT PAGE**

**Alaska Industrial Development & Export Authority**  
**INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING**

1. Agency Contract Manager - The Small Procurement Documents are organized for **only one Notice-to-Proceed (NTP) to be issued with the Contract Award for all services to be provided so that accounting procedures do not become unnecessarily burdensome and costly** (i.e., the Contractor is required to establish only one cost account for this contract). Also, this document (Part C - Contract Award, Notice to Proceed & Invoice Summary) must be issued and signed by the Contracting Officer (or a written designee per DOT&PF Policy #01.01.050). All items with a text form field must be complete at the time this document is issued. Other items are completed by the Contractor with each billing.
  2. Contractor - If this Contract Award & NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on page 1 **on a copy** of this document and return the signed copy within ten days after your receipt. **Retain the unmarked, as issued, document to be used for reproduction and billing.**
  3. Contractor - Submit Invoices to the Agency Contract Manager named on page one of this document. Contractor may use the firm's invoice forms; however the Contractor must also **provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries under "Invoice Summary" and "Contractor's Payment Request" accurately completed:**
    - a) Indicate if the Invoice is for Progress or Final Payment and enter the Sequential Invoice Number for this Contract.
    - b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amounts.
- Note** *"Prior APPROVED Payments" amounts might not equal the total of all prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from the billing was paid without any notification of the reason(s), Contractor may attach a request for an explanation and remedial action.*
4. Contractor - Sign and date under "CONTRACTOR'S PAYMENT REQUEST" thereby attesting to the following:

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
  5. Contractor - Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
  6. Contractor - **Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.**
  7. Contractor - When this Contract is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract.
  8. Amendments - if required - will be issued per Article A8 of Appendix A, General Conditions, as contained in the Standard Provisions Booklet.

END OF PART C

# AIDEA GENERAL CONDITIONS

## APPENDIX A

RFP No: 19033  
Project No: 110751  
Date Prepared: 12/20/2018

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#### Article Number and Title

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### **ARTICLE A1 DEFINITIONS**

A1.1 Additional or Extra Services - Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor's services during the authorized period of performance.

A1.3 Amendment - A written change to this Agreement.

A1.4 Change - A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Executive Director – Executive Director of the Alaska Industrial Development and Export Authority (AIDEA).

A1.6 CONTRACTING AGENCY – Alaska Industrial Development and Export Authority (AIDEA).

A1.7 Procurement Officer - The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR - The firm (person or any business combination) providing services.

A1.9 Contractor's Manager - The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.



A1.10 Project Manager – CONTRACTING AGENCY’s representative and the CONTRACTOR’s primary point of contract with the CONTRACTING AGENCY.

A1.11 Funding Agency - An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.12 Notice to Proceed (NTP) - Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.13 Statement of Services - Services and work products required of the CONTRACTOR by this Agreement.

A1.14 Subcontractor - CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

**ARTICLE A2  
INFORMATION AND SERVICES FROM OTHERS**

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may assume the information or services provided are adequate.

**ARTICLE A3  
HOLD HARMLESS**

A3.1 See Appendix D, "Indemnification and Insurance".

**ARTICLE A4  
INSURANCE**

A4.1 See Appendix D, "Indemnification and Insurance".

**ARTICLE A5  
OCCUPATIONAL SAFETY AND HEALTH**

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

**ARTICLE A6  
EQUAL EMPLOYMENT OPPORTUNITY**

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

- Title VI of Federal Civil Rights Act of 1964;
- Federal Executive Order 11625 (Equal Employment Opportunity);
- Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);
- Title 49 Code of Federal Regulations, Part 21 (Discrimination);
- Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);
- Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

## **ARTICLE A7 PAYMENTS TO THE CONTRACTOR**

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given by the Procurement Officer. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

## **ARTICLE A8 CHANGES**

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy

of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

## **ARTICLE A9 AUDITS AND RECORDS**

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of 3 years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.\*

## **ARTICLE A10 CONTRACTING AGENCY INSPECTIONS**

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

## **ARTICLE A11 TERMINATION OR SUSPENSION**

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

#### **ARTICLE A12 OFFICIALS NOT TO BENEFIT**

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

#### **ARTICLE A13 INDEPENDENT CONTRACTOR**

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

#### **ARTICLE A14 PROSELYTIZING**

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

#### **ARTICLE A15 COVENANT AGAINST CONTINGENT FEES**

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

#### **ARTICLE A16 PRECEDENCE OF DOCUMENTS**

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

**ARTICLE A17  
ENDORSEMENT ON DOCUMENTS**

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

**ARTICLE A18  
OWNERSHIP OF WORK PRODUCTS**

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

**ARTICLE A19  
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the Procurement Officer.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

**ARTICLE A20  
CLAIMS AND DISPUTES**

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Procurement Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Procurement Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Procurement Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Procurement Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The Procurement Officer reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Procurement Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Procurement Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Procurement Officer's decision within 90 days, unless additional information is requested by the Procurement Officer. The Procurement Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Executive Director.

A20.5 Procedures for appeals and hearings are covered under 3 AAC 100.590.

## **ARTICLE A21 EXTENT OF AGREEMENT**

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

## **ARTICLE A22 TAXES**

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

## **ARTICLE A23 GOVERNING LAW**

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with

such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

**ARTICLE A24**  
**FEDERAL AID CERTIFICATION (HIGHWAYS)**  
(For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**ARTICLE A25**  
**TRADE RESTRICTIONS**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**ARTICLE A26  
SUSPENSION AND DEBARMENT**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

**ARTICLE A27  
ADDITIONAL PROVISIONS**

*(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)*

A27.1



# COMPENSATION

## APPENDIX C

Project No: 19033

Date Prepared: 12/20/2018

C1. Payments will be made on approved invoices submitted for months during which costs are incurred. Except for Fixed Price(s) and Fixed Fees, compensation shall be cost-based on actual costs to the Contractor for providing services. Provisions for Audit are contained in Appendix A.

C2. EXCEPT WHEN PAYMENT IS BY FIXED PRICE, PRIME CONTRACTOR'S LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 45 DAYS OF PERFORMANCE. SUBCONTRACTORS' LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 60 DAYS OF PERFORMANCE. ALL OF THE CONTRACTOR'S AND SUBCONTRACTORS' OTHER DIRECT COSTS (EXPENSES) SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 90 DAYS OF BEING INCURRED. **CHARGES SUBMITTED AFTER THE ABOVE STATED TIMES WILL, AT THE CONTRACTING AGENCY'S DISCRETION, NOT BE PAID.**

C3. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Indirect Cost Rate(s), Unit Prices, Fee/Profit Arrangements, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C4. Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

C5. Final payment to the Contractor may be withheld until a Release from Agreement, on a form prescribed by the Contracting Agency, is executed by the Contractor.

C6. Payments for this Agreement and any Amendment, including Costs and Fee, will be adjusted to exclude any significant sums by which the Contracting Agency finds that payments are increased because the cost or pricing data furnished by the Contractor or prospective Contractor is inaccurate, incomplete, or not current on the date of the Agreement or subsequent submittal date of pricing data.

C7. The following terminology and explanations are applicable to this Agreement; any inconsistencies appearing in this Agreement must be resolved in accordance with the terminology in paragraphs C7.1-C7.6 and C8.

C7.1 Direct Costs of Direct Labor - Base salary and/or wages paid to employees charged directly to this Agreement exclusive of Fringe Benefits or other Indirect Costs and Fees (including profit).

C7.2 Other Direct Costs ("Expenses") - **PRE-APPROVED** unit priced items, actual costs for specific subcontracts identified in this Agreement, and actual costs for the following:

Transportation (economy rate/air-coach);  
Food and lodging (Generally, not to exceed agency per diem rates);  
Incidental travel expenses; and  
- If not recovered in the Indirect Cost Rate - the following:  
Equipment & computer use at **PRE-APPROVED** rates;  
Specific materials and supplies; and  
Other **PRE-APPROVED** direct expenses.

Each Expense is limited to reasonable costs which do not exceed that which would be incurred by an ordinarily prudent person in the conduct of competent business.

C7.3 Indirect Costs - Allowable expenses that, because of their incurrence for common or joint cost objectives, must be allocated to this Agreement using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, the Contracting Agency requires Indirect Costs to be segregated into the following categories: Fringe Benefits, Overhead (General & Administrative Expenses - including Indirect Labor), and Allocated Home Office Overhead (if applicable).

C7.3.1 Fringe Benefits - Costs for items such as:

Vacation time, holidays and authorized leave;  
Group and Worker's Compensation Insurance;  
Deferred Compensation/Retirement plans;  
Social Security and Unemployment Taxes; and  
Group Medical plan and Life Insurance Premiums.

C7.3.2 Overhead - Costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc., base salary or wages)  
Recruiting expenses, travel, food and lodging;  
Rent, heat, power, light and janitorial services;  
Office supplies, reproduction costs, communications;  
Upkeep and depreciation of equipment and computers;  
Rentals of equipment and computers; and,  
Business Insurance premiums not billed to clients;

C7.3.3 Allocated Home Office Overhead (if applicable) - Costs for management, supervisory, and administrative functions which benefit separate unit operations.

C7.3.4 Indirect Cost Rate - An established percentage of incurred expenses for Direct Costs of Direct Labor which is used as a basis of compensation for Indirect

Costs. Fees or Profit are not included in the Indirect Cost Rate.

C7.4.1 If this Agreement wholly or partially allocates Indirect Costs on other than a Direct Labor dollar basis, a description of the Indirect Cost pools or service centers used, and the Indirect Cost Rates(s) and base(s), shall be attached in an Exhibit to this Appendix C; otherwise, such an allocation shall not be allowed for this contract.

C7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

C7.4.3 Provisional Indirect Cost Rates or "Fixed/Provisional" Rates require a Contracting Agency approved audit of accounting records after each of the Contractor's or Subcontractor's fiscal years during which they perform work under the Agreement.

C7.5 Non-allowable Costs - Payments for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as billable Direct or Indirect Costs or in the calculation of the Indirect Cost Rate.

Interest and other financial costs  
Contributions and donations  
Federal income taxes & tax return preparation fees

Deferred state income taxes  
Bad debts  
Fines and penalties  
Entertainment, social club memberships, etc.  
Goodwill  
Provisions for contingencies  
Losses on other contracts and related legal fees  
Legal fees, etc., related to contract claims

C7.6 Fee - Profit plus any costs not allocable to this contract. The amount of Fee may be fixed or variable, depending on the method of payment used. Non allocable costs shall not be considered by the Contracting Agency when negotiating Fee.

C8. Markup of any costs as compensation for administration, management or handling, etc., is prohibited. Costs of such efforts are included within the elements of Direct Labor and/or Indirect Labor. Compensation for any risk associated with incurring costs is included within Fee (Profit).

C9. The following Exhibits complete this Appendix C (Components of Appendix C - Compensation, shall stand and prevail in the following order: Exhibit C-1, Exhibit C-2, et al, in the order of their number):

Exhibit C-1 Method(s) of Payment

# COMPENSATION

## APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

<b>Project No:</b> 19033
<b>Date Prepared:</b> 12/20/2018

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR &amp; SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM )</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
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Total Agreement Amount: \_\_\_\_\_

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses that are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)**:

<u>CONTRACTOR/ SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F, F/P, P)</u>
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- 4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.
- 4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.
- 4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done

after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

5. **TIME AND EXPENSES** payments will be made according to the following:

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of ten percent; e.g.:  $\$25 + (1.50 \times \$25) + (.10 \times [\$25 + (1.50 \times \$25)]) = \$68.75$ , however, not to exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. **SPECIAL CONSIDERATIONS:**

Items 6.1, 6.2, 6.3 and 6.4 are optional contingent upon travel being part of the contract. Edit as required.

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M& IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M & IE allowances. Additionally the traveler must be in travel status at least three consecutive hours during a meal period to be entitled to the M&IE for that meal.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

Project No: 19033

Date Prepared: 12/20/2018

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:



# CERTIFICATION OF COMPLIANCE

## APPENDIX E

<b>Project No:</b> 19033
<b>Date Prepared:</b> 12/20/19

### 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.**

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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>.]