



REQUEST FOR PROPOSALS PACKAGE

(Procurement per 3 AAC 100.210 – 3 AAC 100.500)



TABLE OF CONTENTS

- Part A - Request for Proposals (RFP)
- Part B - Submittal Checklist
- Part C - Evaluation Criteria
- Part D - Proposal Form
- psa-d Indemnification & Insurance
- psa-b Statement of Services

Other: Sample Contract Document

July 28, 2014

ISSUING OFFICE

Agency Contact & Phone No..... : Althea S. Clapp, Sr. Contracting Officer, (907) 771-3018

PROJECT

RFP NUMBER : **15020**
Project Numbers-State/Federal : 110611
Project Site (City, Village, etc.) : Ketchikan Shipyard, Ketchikan Alaska
Project Title & Contract Description: Engineering and Cost Estimating Services

Alaska Industrial Development and Export Authority (AIDEA) is seeking engineering services to provide comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan Shipyard. AIDEA prefers one prime contractor with their list of sub-contractors who meet the experience and expertise listed below in order to provide one consolidated report to AIDEA upon completion.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: August 2014 – June 30, 2015. The Authority may authorize in writing any holding over of the contract, if funding is available, on a month-to-month extension. All other terms and conditions shall remain in full force.

Estimated amount of proposed contract:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> less than \$100,000 | <input type="checkbox"/> \$100,000 to \$150,000 | <input type="checkbox"/> \$150,000 to \$250,000 |
| <input type="checkbox"/> \$250,000 to \$500,000 | <input type="checkbox"/> \$500,000 to \$1,000,000 | <input type="checkbox"/> \$1,000,000 or greater |

Proposed Method(s) of Payment:

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

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (3 AAC100.360). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED

DATE: August 26, 2014 **PREVAILING TIME: 2:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

Alaska Industrial Development & Export Authority
 Attn: Procurement Department
 Althea S. Clapp
 813 W. Northern Lights
 Anchorage, AK 99503

(When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package.)

IMPORTANT NOTICE: Your Firm must register with the AIDEA Procurement Office to receive subsequent addenda. Failure to register may adversely affect your proposal. To Register log into www.aidea.org Procurement Opportunities.

SELECTION PROCEDURE

PART

A

1. Competitive Sealed Proposals will be evaluated by a committee (3 AAC 100.370). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Authority's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (3 AAC 100.390 & 3 AAC 100.400). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (3 AAC 100.370 (a)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Authority may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Authority is an equal opportunity employer.
2. Copies of contract documents are available for review at the Authority's office. Offerors located outside the general vicinity of the Authority's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Contract Agreement are as attachments to this RFP.

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Authority. The Authority shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Authority expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (3 AAC 100.900(17)).

5. All proposals shall be open for public inspection (3 AAC 100.360) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Authority (3 AAC 100.360).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**

9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with 3 AAC 100.350 for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of 3 AAC 100.350(8)(H) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

9.1 If the services performed do not require an A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals in accordance with 3 AAC 100.350(8)(H).

9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive federal funding (FHWA and FAA) per 49 CFR 18.36(t), AC 150/5100-14D. For FAA exceptions: see AC 150/5100/14D, para 2-4(c).

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Authority's negotiator; and to investigate the accuracy of proposed labor rates and unit prices.

AIDEA will accept an approved DOT&PF audit for the purpose of this agreement. Other non-DOT&PF audits may be submitted for review and acceptance by the Authority.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in the attached "Indemnification and Insurance" form. Coverage may be modified under very limited circumstances. Offeror should not assume any modification of coverage

12. Professional Liability Insurance for the proposed contract: is not required
 is required as shown on the Indemnification and Insurance form.

13. The proposed contract will will not be a Federally Assisted Program. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: None As follows:

None

15. Special Notices:

15.1 An Alaska Business License is required of Contractors who do business in Alaska and required before contract award. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at http://www.dced.state.ak.us/occ/home_bus_licensing.html or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive

15.2. Conflict of Interest

Prior to beginning work, the Contractor and any sub-consultants shall sign a "Disclosure Statement" specifying that they have no financial or other interest in the outcome of the project. It is mandatory that the selected Consultant and any sub-consultants certify that they have no conflicts of interest in regards to this work.

NOTE: Sub-consultants on multiple teams should disclose in writing to the prime Consultant that they have a non-exclusive relationship.

SUBMITTAL CHECKLIST

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

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Authority if the protest is not received in writing at least ten Authority work days prior to the Submittal Deadline (3 AAC 100.570).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Authority contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Authority contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Authority's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price is is not an evaluation criterion for the proposed contract.
- If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13. A Cost Proposal will be requested from the highest ranked Offeror; if for some reason AIDEA and highest ranked Offeror do not engage in a contract, AIDEA will request a Cost proposal from the second highest ranked Offeror and so on until a contract is finalized.
- [] 7. Complete all entries on Part D - Proposal Form. Note the requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Twelve (12) pages**. Attached page limit does not include the four-page Part D - Proposal Form, or resumes.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [] 9. N/A
- [] 10. Parts A, B and C and the proposed Statement of Services shall not be returned to the Authority. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**
- [] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates and Price Proposals** -- attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rate and Price Proposals**) required is: **One original, three copies & an electronic copy on a flash drive.**
- [] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [] 10.5 Pre-Audit Statement, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Authority, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Authority. Changed forms may result in rejection at the Authority's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (3 AAC 100.360 (g)).

EVALUATION CRITERIA

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

SECTION I - TECHNICAL PROPOSAL

1. Understanding of Project Challenges and Objectives

1. Weight: 25

Project Challenges and Objectives - Response must demonstrate comprehension of the objectives and challenges, and the consultant team's role in addressing these, associated with the proposed contract.

Strength and Clarity of Approach - Response must also demonstrate understanding of the challenges of preparing a report and cost estimation outline in the scope of services herein. Describe cost effective measures your firm has used in delivering like services on other similar contracts.

2. Methodology

2. Weight: 20

Demonstrate an understanding of the proposed work, and describe what the Authority can expect for deliverables. Describe the plan for working with the Authority, and what the Authority can expect as outcomes.

3. Management

3. Weight: 25

Administrative and Operations Structure - Describe the Administrative and operational structure that will be used for performing the proposed contract. For example consider: Who will have the overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What subcontractors will perform what services and how will subcontractors be managed? What will the lines of authority be? A graphic depiction is helpful for your response to this criterion.

4. Quality Control

4. Weight: 15

Quality Assurance/Quality Control – Briefly describe your firm's quality assurance and quality control procedures; and how your firm verifies its assumptions. Response must demonstrate experience in successfully implementing quality control programs on comparable projects.

5. Proposed Project Staff

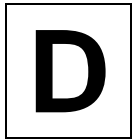
4. Weight: 15

Include the names, titles, their functions of personnel and subcontractors who would be assigned to any contract resulting from this request for proposals. Include brief resumes for key personnel.

This page is blank intentionally.

Alaska Industrial Development Export Authority PROPOSAL FORM

PART



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

PROJECT

Project Numbers-State/Federal	110611
Project Title.....	Ketchikan Shipyard Engineering Services
RFP No.....	15020

OFFEROR (CONTRACTOR)

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

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria in Part C):			
[] Alaska Bidder (Offeror) AND>>	[] Veterans AND>>	[] Employment Program <u>or</u>	[] Disabled Persons

PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	<u>AK Business License No.</u>	<u>DOT&PF DBE Certification No.</u>

CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, and 7) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The 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 Contractor and Subcontractors. This proposal is valid for at least ninety days.			
Signature	_____		
Name		Date:	
Title.....	Telephone (voice):	(fax):	
	Email Address:		

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

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

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

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of the attached Indemnification and Insurance document.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee 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 the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor 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.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

CERTIFICATION - COST AND PRICING DATA

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

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with Appendix A, General Conditions, Article A24 and Article A25.

CERTIFICATION - FOREIGN CONTRACTING

For state funded projects: by signature on this solicitation, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – FORMER PUBLIC OFFICER

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

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and
in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). “Public officer” includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. “Official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

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

STATEMENT OF WORK APPENDIX B.

Ketchikan Shipyard Repair and Replacement (R&R) Fund Request for Proposal (RFP)

Alaska Industrial Development and Export Authority (AIDEA) is seeking engineering services to provide a comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan Shipyard. AIDEA prefers one prime contractor with their list of sub-contractors who meet the experience and expertise listed below in order to provide one consolidated report to AIDEA upon completion.

Objective

The objective of this RFP is to select a qualified contractor to provide a comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan shipyard. The selected contractor will evaluate all fixed infrastructure as part of the inspection including building conditions, site conditions, marine infrastructure (to include the sheet piling and pipe piles), site utilities and surfaces, mechanical and electrical systems and AIDEA supplied equipment. Assumption is that all operations and maintenance (O&M) requirements are met through the repair and replacement of subcomponents to maintain the life cycle of the equipment.

Description of Ship Yard

The Ketchikan Shipyard is located in Ketchikan, Alaska, adjacent to the Alaska Marine Highway System (AMHS) ferry facility – a parcel of land consisting of three lots created by the Alaska Industrial Development and Export Authority Replat 2014, Ketchikan Recording District, First Judicial District, the State of Alaska, recorded as Plat No. 2014-3. It consists of approximately 25.27 acres of real property, various building, fixtures, various equipment and tools, other personal property and improvements, which include two floating dry docks, an assembly hall/production center, operations office, steel shop and oily water separator. The facilities, equipment and tooling add functional capacity for safe, high-quality, quick response and economical shipyard operations.

Background

According to the Agreement for the Operation of the Ketchikan Shipyard between AIDEA and Vigor Alaska, AIDEA in consultation with Vigor and using the services of an independent marine engineer/estimator, will establish and periodically update a schedule of all reasonable anticipated necessary maintenance, repair and replacement work for each calendar year that may be required from time to time on the dry-dock and associated facilities and equipment or on the shipyard generally throughout the potential term of the Operation Agreement through November 30, 2035.

Vigor Alaska shall be obligated to undertake maintenance, repair and replacement work on the shipyard, including the dry-dock and associated facilities and equipment, in a manner sufficient to preserve each for its anticipated useful life.

The R&R project schedule shall be re-evaluated and amended by AIDEA, in consultation with Vigor Alaska and using the services of an independent marine engineer/estimator (i) after completion of a stage of the expansion of the shipyard; (ii) if AIDEA or Vigor Alaska become aware of a R&R project not previously or adequately scheduled; or (iii) if the schedule is not otherwise re-evaluated and amended for five (5) years.

A previous maintenance schedule was prepared in 2011. Since then several projects have been completed: a relocated/refurbished oily water separator, new operations center, new assembly hall/production center, new steel shop and a cathodic AIDEA is s protection upgrade project.

Expertise Required

The contractor(s) must have expertise that includes:

1. Electrical, structural, mechanical and marine engineering disciplines
2. Cost estimation
3. Marine related maintenance and materials

Appraisal Tasks

The contractor shall provide the following services:

1. Review operations, maintenance and repair and replacement work performed during the previous year.
2. R&R Project Schedule. Establish and update a schedule of all reasonably anticipated necessary maintenance and repair and replacement work for each calendar year that may be required from time to time on the dry-dock and associated facilities and equipment or on the shipyard generally through 30 November 2035. Include an estimate of all repair or replacement costs and the calendar year when the repair and replacement project will be needed.
3. Review with Vigor Alaska to ensure all items identified by the inspection team are incorporated into Vigor's maintenance program and respond to Vigor questions regarding any inspection team recommendations.
4. Compilation of Field Data. Upon completion of the site visit, each discipline shall prepare a field report to describe general conditions at the facility and identify short and long term maintenance requirements and recommend a schedule for each. Each discipline will also provide an estimate of the remaining life expectancy of infrastructure and offer a recommendation as to when a replacement would be necessary. Categorize each conditions assessment into one of the following: noted code deficiencies requiring immediate attention, regular maintenance requirements, periodic renewal/replacement requirements and total replacement requirements.
5. Cost Estimating. Contractor's cost estimator will work with each discipline lead to identify current unit prices for the various maintenance and work elements and to review and confirm approximate quantities and proposed maintenance frequencies and replacement schedules. The cost estimator will update the 2011 maintenance cost estimate and prepare an updated draft for AIDEA's review.
6. Vigor Alaska will provide the contractor a proposed schedule based on Vigor's review of the operating and maintenance manuals of the various components of the facility. Contractor will ensure all items identified by the inspection team are incorporated into Vigor's schedule and assist with any recommendations the inspection team may have.

7. Draft and Final Reports. Combine all report sections, the Vigor Alaska maintenance schedule and the maintenance cost estimate into a comprehensive draft report of findings for review by AIDEA. Meet with AIDEA to discuss the draft report. Once all parties have commented on the report, prepare a final report for submission to AIDEA.

8. Provide a schedule encompassing all service requirements listed above and the date to which AIDEA can expect the final report. The schedule should include intermediate reviews of the report and a final out brief to both AIDEA and Vigor Alaska.

Deliverables

The Contractor will provide a preliminary report within 30 days of the completed inspection, followed by a final report and recommendations within 30 days after receipt of AIDEA's comments. Submit five bound copies and one electronic copy of all draft and final reports. Report will be submitted in MS Word; maintenance schedules and cost estimates shall be submitted in MS Excel, latest versions for both. An electronic copy of all photographs taken in the field will be provided to AIDEA for historical record keeping and comparison with future site conditions.

This page is blank intentionally.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Contract No: 15020
Date Prepared: July 28, 2014

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.

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 Contracting Agency.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. 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 bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

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 Contracting Agency. Limits required are per the following schedule:

