



Alaska Industrial Development and Export Authority

REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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Proposed Statement of Services

Other: The purpose of this work is to obtain the services of qualified and experienced professionals to assist AIDEA in addressing the critical permitting and regulatory requirements to support a phased, multi-year seismic program, within Section 1002 of the Arctic National Wildlife Refuge.

ISSUING OFFICE

Agency Contact & Phone No.....: Kelly Noble, Contracting Officer, (907)771-3909
Contracting Division: Alaska Industrial Development and Export Authority

PROJECT

RFP NUMBER: 23127
Project Site (City, Village, etc.): Section 1002 Area of the Arctic National Wildlife Refuge
Project Title & Contract Description: Pre-development permitting services for multi-year Seismic Program

The Alaska Industrial Development and Export Authority (AIDEA), (hereafter known as the Authority), is seeking a consultant to complete and prepare the environmental field work and documentation required for the pre-development permitting services for multi-year seismic program on the Authority's oil and gas leases located within Section 1002 of the Arctic National Wildlife Refuge Coastal Plain.

It is anticipated that the Agency will award Term Contract Agreement with one (1) year contract with three (3) one (1) year extensions for these services.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: September 01, 2023 to August 31, 2024 with the option for three additional one-year extensions

Estimated amount of proposed contract:

- Less than \$200,000
\$250,000 to \$500,000
\$200,000 to \$250,000
\$500,000 to \$1,000,000
\$1,000,000 or greater

Proposed Method(s) of Payment:

- Fixed Price Plus Expenses (FPPE)
Firm Fixed Price (FFP)
Other: Time & Expenses (TE) Determined per individual NTPs
Cost Plus Fixed Fee (CPFF)

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: August 17, 2023 PREVAILING TIME: 3:00 PM

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

Alaska Industrial Development and Export Authority
Kelly Noble - AIDEA Procurement
813 W. Northern Lights Blvd.
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 or email subject.

Copies of the Request for Proposal (RFP) may be downloaded (Adobe Acrobat format) from this Online Public Notice website https://aws.state.ak.us/OnlinePublicNotices/Notices.

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

To be registered as Plan Holder, please go to www.aideaaeaprocurement.org and provide the project name & number, company name & contact person, address, phone number & fax number, call 907-771-3909, fax 907-771-3044 or email procurement@aidea.org.

Offerors must submit proposals in one of the following ways:

1. Submit **hard copies** of their proposal, in writing, to the procurement officer in a sealed package. If there is a cost proposal requested for the solicitation, the **cost proposal** included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Alaska Industrial Development and Export Authority

Attention: **Kelly Noble**, Contracting Officer

Request for Proposal (RFP) Number: **23127**

RFP Title: **Pre-development permitting services for multi-year Seismic Program**

813 W. Northern Lights Blvd.

Anchorage, AK 99503

2. If using **U.S. mail**, please use the following address:

Alaska Industrial Development and Export Authority

Attention: **Kelly Noble**, Contracting Officer

813 W. Northern Lights Blvd.

Anchorage, AK 99503

3. If using a **delivery service**, please use the following address:

Alaska Industrial Development and Export Authority

813 W. Northern Lights Blvd.

Anchorage, AK 99503

4. If submitting a proposal **via email**, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to procurement@aidea.org as separate, clearly labeled attachments, such as

✓ The email must contain the RFP number in the subject line.

- **"Vendor A – Technical Proposal.pdf"** (Must include Part D – Proposal Form); and
- **"Vendor A – Cost Proposal.pdf"** (Vendor A is the name of the offeror).

The maximum size of a single email (including all text and attachments) that can be received is **20mb** (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission **is not instantaneous**. Similar to sending a hard copy proposal, if you are emailing your proposal, we recommend **sending it ahead of time** to ensure the email delivery meets the deadline for receipt of proposals.

An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

It is the Offeror's responsibility to contact the **Contracting Officer** at phone number: **907-771-3909** to confirm that the proposal has been received. **Alaska Industrial Development and Export Authority** is not responsible for unreadable, corrupt, or missing attachments.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). 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 Contracting Agency'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 (AS 36.30.240 & 2 AAC 12.290). 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 (2 AAC 12.260(b)).
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 Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency'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 Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

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 Contracting Agency. The Contracting Agency 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 Contracting Agency 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 (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) 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 Contracting Agency (AS 36.30.230).

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.**

9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. 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, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).

- 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.

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 Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract: is not required
 is required as shown on DOT&PF Form 25A269.

13. The proposed contract will will not be a Federally Assisted Program of the U.S. Department of Transportation. 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 USC 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:

August 04, 2023 at 10:00 AM, Alaska Time in the Birch Room.

If you wish to participate via audio conference call please call: **1-907-313-5678** and use code **485201826#**

Phone Conference ID: **485 201 826#**

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An **Alaska Business License** is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling **1-907-465-2550**. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at **(907) 269-0851** or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>

15.3 The contract will be initially awarded for: **\$750,000.00**. The Contracting Agency reserves the right in its sole discretion to add additional funds to this contract not to exceed a combined total of **\$1,000,000.00** subject to availability of funds and need.

SUBMITTAL CHECKLIST

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

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).

- [] 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 on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [] 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 Agency 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 Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, 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 **rfp-c Section III – PRICE** Criteria #10 and/or #11.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with 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:
. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [] 9. **Not Used.**
- [] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **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, 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 Rates, and Price Proposals**) required is: **five (5) plus one (1) copy provided via electronic file on a flash drive** if mailed or hand delivered.
- [] 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, DOT&PF Form 25A257, 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 Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency'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 (2 AAC 12.250).
- [] 12 Document to proof Financial Solvency and ability to conduct business, bound appropriately.

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 Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 5

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Offeror must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

2. Methods

2. Weight: 5

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. **Address how proximity to the Project site, particular geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might specifically contribute to the proposed methods.** Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with **Alaska Industrial Development and Export Authority (AIDEA)**; etcetera. Offerors should suggest alternative method for executing the Proposed Statement of Services that may produce improved results of efficiencies, if appropriate. Identify any distinct and **substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches unique capabilities/experiences or concepts **relevant to the required services** which the Offeror and Proposed Subcontractors may use.

3. Management

3. Weight: 5

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: Who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the **Alaska Industrial Development and Export Authority (AIDEA)** may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

Offeror must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a work plan, complete with contingencies for overcoming expected delays, project challenges and other anticipated problems. This work plan shall also include an estimate for how many community assessments the Offeror expects to complete by the end of this contract (planned by month). Note that the Offeror should describe the assumptions used to estimate this number, as the variety of facilities and locations are highly variable.

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4. Proposed Project Staff**4. Weight: 10**

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

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Permitting Lead
4. Environmental Specialist
5. Fish & Wildlife Specialist

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal. **Offerors which fail to provide a name for the individuals to perform the services below maybe considered non-responsive and their proposal maybe rejected:**

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact person's name and telephone numbers) for each person for similar projects the Offeror's firm has completed.

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

Response must:

- Discuss both current and potential time commitments of your proposed Project Staff to all clients;
- Discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and
- Demonstrate adequate support personnel, facilities and other resources to provide the services required such that the permitting process may begin summer 2023 and be completed by fall 2024.
- Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating.
- Include all contracts statewide with the Authority.

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

6. Past Performance & Quality Control**6. Weight: 20**

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

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

SECTION II - PREFERENCES

8. Disadvantaged Business Enterprises**49 CFR 26****10. Weight: 0**

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

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

"5" More than 5% DBE Participation;

"3" - 5% DBE Participation;

"1" - Less than 5% but more than 0 % DBE participation;

"0" - No DBE participation.

9. Alaska Bidder (Offeror) Preference**23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)****Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".****11. Weight: 10**

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

(A) Firm holds a current Alaska Business License;

(B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;

(C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;

(D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and

(E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

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

Rating will be as follows:

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

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

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

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A – RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B – Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allowability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

10. Labor Billing Rates (Required Format)

12. Weight: 40

Offerors must complete and submit this Submittal Form, see attachment #1. Proposed costs must include two hourly rates. The first rate to be considered is an hourly field rate for each individual to be sent to each village, to be summed into a single hourly rate in each village. The second being a standby hourly rate for each team member, to be summed into a single hourly rate in order to account for delays incurred while traveling in rural Alaska. Provide a proposed total hourly Billing Rate (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** – regardless of employer (Offeror or Subcontractor) – **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

- | | |
|-------------------------------|---|
| 1. Contract Management | (Estimated at ___% of total labor effort) |
| 2. Project Management | (Estimated at ___% of total labor effort) |
| 3. Permitting Lead | (Estimated at ___% of total labor effort) |
| 4. Environmental Specialist | (Estimated at ___% of total labor effort) |
| 5. Fish & Wildlife Specialist | (Estimated at ___% of total labor effort) |

*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must* be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation – except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)]..... 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

11. Total Price Proposal (Required Format)

13. Weight:

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. Direct Costs of Direct Labor (DCDL)

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate(\$/hr)</u>	<u>Proposed Costs (\$)</u>
				Total DCDL: \$ _____

3. Indirect Costs (IDC)

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. Other Direct Costs (ODC)

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g., transportation, food and lodging, reproduction) – if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Proposed Costs (\$)</u>
			Total ODC: \$ _____

5. Total Proposed Cost

Sum of DCDL + IDC + ODC Total Cost: \$ _____

6. Proposed Fee

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs). Proposed Fee: \$ _____

7. Total Proposed Price

Sum of Total Proposed Cost plus Proposed FEE. Total Price: \$ _____

8. In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum \$5,000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.



PROPOSAL FORM

D

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

PROJECT

Project Title: **Pre-development permitting services for multi-year Seismic Program**
 RFP No.: **23127**

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 11, 12 & 13 in Part C):
 [] Alaska Bidder (Offeror) **AND>>** [] Veterans **AND>>** [] Employment Program or [] 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, 7) DBE Commitment, and 8) 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) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (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 Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities 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 registration prior to 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, Land Surveying or Landscape Architecture (reference AS 08.48.241) that 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, Land Surveying, or Landscape Architecture **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, Land Surveying, or Landscape Architecture** 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, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl>

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION – COST AND PRICING DATA

In accordance with AS 36.30.400, 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.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable In accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

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 DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

A proposal from a debarred or suspended Offeror shall be rejected. The proposal must be signed and submitted with the attached "Debarment" certification.

FINANCIAL SOVENCY AND ABILITY TO CONDUCT BUSINESS

Both before and after the granting of any contract or agreement under this Request for Proposals the Contractor at all times must be financially solvent and have the ability to conduct business. Any agreement, contract or proposal with the contractor will terminate without notice to the contractor in the event that the contractor:

- (a) was or will be insolvent, as that term is used and defined in Section 101(32) of the United States Bankruptcy Code and Section 2 of the Uniform Fraudulent Transfer Act.
- (b) has unreasonably small capital or is engaged or about to engage in a business or a transaction for which any remaining assets of the contractor or affiliate are unreasonably small.
- (c) by executing, delivering or performing its obligations under any agreements or documents to which it is a party or by taking any action with respect thereto, intends to, nor believes that it will, incur debts beyond its ability to pay them as they mature;
- (d) contemplates filing a petition in bankruptcy or for an arrangement or reorganization or similar proceeding under any law any jurisdiction, or, to the best knowledge of the contractor, is the subject of any actual, pending or threatened bankruptcy, insolvency or similar proceedings under any law of any jurisdiction.
- (e) incurs any suspension and debarment or is declared ineligible or voluntarily excluded as such terms are defined under any of the debarment regulations of any United States federal government agency or department.

RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The Contracting Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an Offeror does so, the Contracting Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision; may be waived by the contracting officer.

The Authority reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended Offeror shall be rejected.

TERMINATION FOR DEFAULT

If the Project Manager or Contracting Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Alaska Industrial Development and Export Authority may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

CERTIFICATION - FOREIGN CONTRACTING

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

CERTIFICATION – FORMER PUBLIC OFFICER

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

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

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

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

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

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



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date



PROPOSED STATEMENT OF SERVICES

Project No:	23127
Date Prepared:	07/26/2023

Pre-development permitting services for multi-year Seismic Program

Contents

Background	2
Administrative Requirements and Standards.....	2
Scope of Services	6



PROPOSED STATEMENT OF SERVICES

Project No:	23127
Date Prepared:	07/26/2023

Background

The Alaska Industrial Development and Export Authority (AIDEA) is seeking professional services to complete and prepare the required pre-development permitting activities for the purpose of supporting a phased, multi-year seismic acquisition program on the Authority’s oil and gas leases located within Section 1002 of the Arctic National Wildlife Refuge Coastal Plain.

One of the purposes of AIDEA is to develop and provide financing for industrial development of the natural resources and long-term economic growth of the state, which will directly and indirectly alleviate unemployment within the state. AIDEA’s Arctic Infrastructure Development Program (AS 44.88.800) was created to promote and provide financing for Arctic infrastructure development.

The intent of the Section 1002 Area Oil and Gas Lease Project (Project) is to develop and provide financing for the industrial development of the 7 leases, covering 365,775 acres, acquired by AIDEA through the Bureau of Land Management (BLM) lease sale that was completed on January 6, 2021.

The Project permitting components will include but may not be limited to responsible development and impact studies, data collection, and the requirements per the August 2020 Record of Decision (ROD) and Exhibit C – Appendix A of the Coastal Plain Alaska, Oil and Gas Lease Sale 2021 Detailed Statement of Sale (DSS).

Administrative Requirements and Standards

1. General

The Term Contract established with this solicitation will initially be for One-Year with the option for the Authority to renew for (3) three additional (1) One-Year periods subject to availability of funds and need.

Contract may be extended for additional years to complete existing NTPs. Execution of this Agreement does not guarantee any project assignments.

Assignments will be tasked at the discretion of the Authority. If agreement on scope, schedule, or costs for a specific project/NTP cannot be reached, the Authority reserves the right to terminate negotiations. Any changes to scope, schedule or budget requires an NTP amendment and is not effective until a signed amendment is issued.



PROPOSED STATEMENT OF SERVICES

Project No: **23127**
Date Prepared: **07/26/2023**

The Authority shall not be obligated to the Contractor in any way if the Contractor acts on communications issued by anyone other than the Authority’s Project Manager or his designee.

2. Proposed Project Staff:

Offeror must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Response must name the individuals to perform the following Functions:

	Name	Project Responsibilities
1		Contract Management
2		Project Management
3		Permitting Lead
4		Environmental Specialist
5		Fish & Wildlife Specialist

3. Professional Registration

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

4. Billing Reports

The Contractor shall provide a report with each monthly billing for months in which services are performed. The report shall specifically describe the services and other items for which the billing is submitted, shall be submitted within two weeks of the end of the month in question, and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

5. Correspondence

All correspondence prepared by the Contractor shall bear the Authority and/or Federal Project name and numbers. The Contractor shall direct all correspondence and oral communications relating to contractual matters to the Authority’s designated Project Manager.

6. Deliverables Documents and Reports

Each Notice to Proceed for a specific project shall describe required Contractor deliverables including: Design narratives, calculations, specifications, drawings, etc.



PROPOSED STATEMENT OF SERVICES

Project No: **23127**
Date Prepared: **07/26/2023**

Documents, reports, specifications, estimates etc. shall be printed with solid black letters on white, 8.5 inch x 11-inch bond or photocopy paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. All documents shall be page numbered.

a. Copies

When the Contract calls for multiple copies of documents or reports, the copies may be printed on both sides of the paper. All copies - except for originals - shall be bound.

b. Page Numbers.

All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

c. Cover

The cover of all documents and reports shall include the following information:

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name. Bradley Lake Hydroelectric Project
- e. Authority and Federal Project Number(s). P-8221
- f. Prepared for: Alaska Energy Authority
- g. Prepared by:
- h. Map and/or picture of project area.

Provide electronic copies: final drawings in AutoCAD and PDF, specifications and documents in MS Word and PDF, data in excel, all other documents in PDF.

7. Plans, Maps, and Plats

Plans, Maps, and Plats shall be submitted in hard paper copies and as electronic pdf files, unless otherwise specified in the NTP or by the Project Manager. (Utilizing U.S. standard units, not metric)

8. Revisions

The Contractor shall modify work products in response to direction from the Authority. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.



PROPOSED STATEMENT OF SERVICES

Project No:	23127
Date Prepared:	07/26/2023

a. Errors and Omissions

Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Authority. Contractors shall perform an independent in-house review of all work products before submitting them to the Authority. The in-house review is intended to prevent the need for the Authority’s Project Manager to have to correct calculations, grammar, spelling, and other common errors. Work products having significant errors or omissions will not be accepted until such problems are corrected. Errors that are brought to the attention of the Contractor to correct but are not corrected in subsequent reviews will be corrected at the Contractor’s expense

b. Review

Meetings following each review the Authority may provide written comments (email is acceptable) and may hold a meeting to discuss the issues. The Contractor’s personnel who are in responsible charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

c. Comment Resolution

The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the Authority. All changes from previous submittals shall be clearly explained.

9. Attend Meetings, Coordination, Presentations

The Contractor shall attend meetings and coordinate with the Authority as required to:

- Identify project requirements and make related presentations.
- Meet with regulatory agencies as required to obtain required reviews and approvals.
- Meet with other Contractors hired by the Authority to review studies or designs produced under this Agreement.



PROPOSED STATEMENT OF SERVICES

Project No: **23127**
Date Prepared: **07/26/2023**

Scope of Services

The purpose of this work is to obtain the services of qualified and experienced professionals to assist AIDEA in addressing the critical permitting and regulatory requirements to support a phased, multi-year seismic acquisition program, within Section 1002 of the Arctic National Wildlife Refuge.

The lease stipulations (STIPS) include a long list of required operating procedures (ROPS) that incorporate extensive pre-planning and authorizations prior to any operations. These also include protections for wildlife, subsistence access, and the required coordination with Alaska's native communities on subsistence use.

Possible work items include, but are not limited to:

- Detailed Statement of Sale (DSS) lease stipulations (STIPS) and required operating procedures (ROPS).
- Development of plan of operations
- Preparation of all required permitting and authorizations, including federal, state, and local agency and stakeholder permissions
- Planning, acquisition, and completion of all studies, reports, and data collection reasonably necessary to submit complying permit and authorization applications to the required federal, state and local agencies
- Preparation of progress, compliance and final reporting as required or deemed reasonably necessary for the required permitting and authorizations
- Planning, acquisition, and completion of all studies, reports, and data collection reasonably necessary to prevent negative surface impacts to enhance compliance with the extensive regional, state and federal stipulations for a responsible exploration and conservation program
- And all other services necessary to complete the project's permitting process

1. Proposed Project Schedule

The base period of this contract shall be from date August 2023 to October 2024.

The Term Agreement will be initially awarded for: **\$750,000.00**. The Contracting Agency reserves the right in its sole discretion to add additional funds to this contract not to exceed a combined total of **\$1,000,000.00** subject to availability of funds and need.



PROPOSED STATEMENT OF SERVICES

Project No: **23127**
Date Prepared: **07/26/2023**

2. Deliverables

Deliverables may include, but are not limited to:

- Engaging community members and serving as a community liaison in 1:1 meetings with stakeholders, tribes, tribal councils, and community groups
- Development of a 3D seismic program and plan of operations
- Biweekly meetings with AIDEA staff to provide strategy, updates, and progress
- Preparation and submission of BLM Form 3150-4
- Preparation of any and all required documentation related to the submission the Incidental Take Regulations petition for the expected multi-year 3D seismic program on the Section 1002 leases held by AIDEA

This document does not and is not intended to include or address every item that will be included or addressed in the contract for professional services.

The Contractor shall not perform services or incur billable expense except as authorized by issued Notice to Proceed (NTP).

The Contractor shall be responsible for all tasks and services authorized by the Notice to Proceed (NTP) signed by the designee established by the Authority, and shall provide such services in accordance with the project schedule.

Submittal Requirements. Deliverables shall be compatible with standard commercial software, and submitted in PDF.

**ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY
AND ALASKA ENERGY AUTHORITY**

**CERTIFICATION OF CONTRACTOR AND LOWER-TIER PARTICIPANTS
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Contractor

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of contractor)

- (1) The prospective contractor and lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective contractor and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____

By:

(Signature of authorized official)

(Title of authorized official)

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Project No: 23127
Date Prepared: 07/26/2023

CONTRACTOR shall include the provisions of this form in all subcontracts that 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

Project No: **23127**
Date Prepared: **07/26/2023**

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

1. For Procurements over the Small Procurement Limits, **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering, Land Surveying or Landscape Architecture (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, Land Surveying, or Landscape Architecture (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 Architecture, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) that 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. The Contractor certifies that firms or individuals **debarred or suspended by the Department, State or Federal agencies** are not employed or subcontracted under this Professional Services Agreement.

The 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 will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature	Date
Name	
Title	

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