

Alaska Industrial Development and Export Authority

REQUEST FOR PROPOSALS



RFP TITLE: KETCHIKAN SHIPYARD MATERIAL ASSESSMENT

RFP: AIDEA25-009

ISSUED: 11/21/2024

The purpose of this work is to obtain the **services of qualified and experienced professionals** as indicated in Section 2 Background Information, to assist Alaska Industrial Development and Export Authority (AIDEA) in through the State of Alaska.

ISSUED BY:

KELLY NOBLE
AIDEA CHIEF PROCUREMENT OFFICER
PROCUREMENT@AIDEA.ORG
(907) 771-3909

PRIMARY CONTACT:

MICHAEL BELL
AIDEA PROCUREMENT SPECIALIST
PROCUREMENT@AIDEA.ORG
(907) 771-3014

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE AIDEA “ONLINE PUBLIC NOTICE” WEB SITE, YOU MUST REGISTER AS A PLAN HOLDER ON THE SITE TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01	PURPOSE OF THE RFP	3
SEC. 1.02	BUDGET	3
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04	PRIOR EXPERIENCE	4
SEC. 1.05	PROPOSED PROJECT STAFF:	4
SEC. 1.06	REQUIRED REVIEW	4
SEC. 1.07	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.08	RETURN INSTRUCTIONS	5
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	5
SEC. 1.10	AMENDMENTS TO PROPOSALS	5
SEC. 1.11	AMENDMENTS TO THE RFP	6
SEC. 1.12	RFP SCHEDULE	6
SEC. 1.13	PRE-PROPOSAL	6
SEC. 1.14	ALTERNATE PROPOSALS	6
SEC. 1.15	NEWS RELEASES	6
SECTION 2.	BACKGROUND INFORMATION	7
SEC. 2.01	BACKGROUND INFORMATION	7
SEC. 2.02	SCOPE OF WORK	7
SEC. 2.03	CONTRACT TERM AND WORK SCHEDULE	8
SEC. 2.04	DELIVERABLES	9
SEC. 2.05	CONTRACT TYPE	10
SEC. 2.06	PROPOSED PAYMENT PROCEDURES	10
SEC. 2.07	PROMPT PAYMENT FOR STATE PURCHASES	10
SEC. 2.08	CONTRACT PAYMENT	10
SEC. 2.09	CONTRACT PRICE ADJUSTMENTS	10
SEC. 2.10	LOCATION OF WORK	10
SEC. 2.11	THIRD-PARTY SERVICE PROVIDERS	11
SEC. 2.12	SUBCONTRACTORS	11
SEC. 2.13	JOINT VENTURES	11
SEC. 2.14	RIGHT TO INSPECT PLACE OF BUSINESS	11
SEC. 2.15	F.O.B. POINT	11
SEC. 2.16	CONTRACT PERSONNEL	11
SEC. 2.17	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	11
SEC. 2.18	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	12
SEC. 2.19	NONDISCLOSURE AND CONFIDENTIALITY	12
SEC. 2.20	INDEMNIFICATION	13
SEC. 2.21	INSURANCE REQUIREMENTS	13
SEC. 2.22	FINANCIAL SOVENCY AND ABILITY TO CONDUCT BUSINESS	14
SEC. 2.23	TERMINATION FOR DEFAULT	15
SECTION 3.	PROPOSAL FORMAT AND CONTENT	15
SEC. 3.01	INTRODUCTION	15
SEC. 3.02	PROPOSAL CONTENTS	15
SEC. 3.03	EXPERIENCE AND QUALIFICATIONS	16
SEC. 3.04	UNDERSTANDING OF THE PROJECT	17
SEC. 3.05	METHODOLOGY USED FOR THE PROJECT	17
SEC. 3.06	MANAGEMENT PLAN FOR THE PROJECT	17
SEC. 3.07	COST PROPOSAL	18
SEC. 3.08	BID BOND – PERFORMANCE BOND	18
SEC. 3.09	EVALUATION CRITERIA	18
SECTION 4.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	18
SEC. 4.01	SUMMARY OF EVALUATION PROCESS	18
SEC. 4.02	EVALUATION CRITERIA	19
SEC. 4.03	SCORING METHOD AND CALCULATION	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS (15%)	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.05	UNDERSTANDING OF THE PROJECT (5%)	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.06	METHODOLOGY USED FOR THE PROJECT (20%)	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.07	MANAGEMENT PLAN FOR THE PROJECT (10%)	ERROR! BOOKMARK NOT DEFINED.
SEC. 4.08	CONTRACT COST (COST PROPOSAL) (40%)	ERROR! BOOKMARK NOT DEFINED.



SEC. 4.09 ALASKA OFFEROR PREFERENCE (10%)..... **ERROR! BOOKMARK NOT DEFINED.**

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION.....19

SEC. 5.01 INFORMAL DEBRIEFING 19

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES 19

SEC. 5.03 SITE INSPECTION..... 20

SEC. 5.04 CLARIFICATION OF OFFERS 20

SEC. 5.05 DISCUSSIONS WITH OFFERORS 20

SEC. 5.06 EVALUATION OF PROPOSALS 21

SEC. 5.07 CONTRACT NEGOTIATION 21

SEC. 5.08 FAILURE TO NEGOTIATE 21

SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION 21

SEC. 5.10 PROTEST 21

SEC. 5.11 APPLICATION OF PREFERENCES 22

SEC. 5.12 ALASKA BIDDER PREFERENCE..... 22

SEC. 5.13 ALASKA VETERAN PREFERENCE..... 22

SEC. 5.14 STANDARD CONTRACT PROVISIONS 22

SEC. 5.15 QUALIFIED OFFERORS 23

SEC. 5.16 PROPOSAL AS PART OF THE CONTRACT 23

SEC. 5.17 ADDITIONAL TERMS AND CONDITIONS..... 23

SEC. 5.18 HUMAN TRAFFICKING 23

SEC. 5.19 RIGHT OF REJECTION 24

SEC. 5.20 AIDEA NOT RESPONSIBLE FOR PREPARATION COSTS..... 24

SEC. 5.21 DISCLOSURE OF PROPOSAL CONTENTS..... 24

SEC. 5.22 ASSIGNMENT..... 25

SEC. 5.23 DISPUTES..... 25

SEC. 5.24 SEVERABILITY 25

SEC. 5.25 SUPPLEMENTAL TERMS AND CONDITIONS..... 25

SEC. 5.26 SOLICITATION ADVERTISING 25

SEC. 5.27 FEDERALLY IMPOSED TARIFFS 25

SECTION 7. SECTION 7. ATTACHMENTS.....26

SEC. 7.01 ATTACHMENTS..... 26

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Industrial Development and Export Authority (AIDEA) is soliciting proposals for **KETCHIKAN SHIPYARD MATERIAL ASSESSMENT** to assist AIDEA as indicated in Section 2.

SEC. 1.02 BUDGET

Alaska Industrial Development and Export Authority (AIDEA) anticipated contract value **total of \$200,000.00** for the period of time of all tasks being completed by **2/28/2025**.

AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract or any subsequent renewal options exercised and is limited to the lawful appropriations for each fiscal year. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract. The contract may be extended for additional years to complete existing NTPs.

AIDEA will not pay per diem for travel purposes and travel is to budgeting into the fixed firm price.

The Technical Assistance hourly rate proposed by the successful Proposer (see Cost Proposal) must include all direct and indirect costs associated with the performance of the contract, including total hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person’s time devoted to the project, shipping and delivery costs, travel

costs, costs of deliverables, meals and any other associated costs with the performance of this Contract, and whatever rates are proposed must be used consistently throughout the Contract.

Payment for the contract is subject to funds already appropriated and identified. Additional funds may be added to this contract as available

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **1:00 PM** prevailing Alaska Time on **12/05/2024**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

Offeror's interested in responding to this request must provide Evidence in their proposal that meet the following minimum requirements to be considered:

- No specific minimums have been set for this RFP as long as the Offeror has all required structural engineering certifications to complete tasks as indicated in Section 2.

An Offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 1.05 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.

The following are examples of potential (but-not-limited-to) labor categories the Authority may have future interest in filling base in task requested and response must name the individuals to perform the following functions:

- **Engineer**

SEC. 1.06 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the Chief Procurement Officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of Offeror's proposals upon which award could not be made.

SEC. 1.07 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the Chief Procurement Officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Chief Procurement Officer will make that decision.



Chief Procurement Officer: **KELLY NOBLE** – PHONE 907-771-3909 - procurement@aidea.org.

SEC. 1.08 RETURN INSTRUCTIONS

If submitting a hard copy proposal, Offerors must submit one hard copy of their proposal to the Chief Procurement Officer in a sealed package. 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**
Request for Proposal (RFP) Number: **AIDEA25-009**
RFP Title: **KETCHIKAN SHIPYARD MATERIAL ASSESSMENT**

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

813 West Northern Lights Blvd.
Anchorage, AK 99503

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

813 West Northern Lights Blvd.
Anchorage, AK 99503

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 “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the Offeror). The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by AIDEA 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, AIDEA recommends sending it with enough time to ensure the email is delivered by the deadline for receipt of proposals.

It is the Offeror’s responsibility to contact the issuing agency at procurement@aidea.org to confirm that the proposal has been received. AIDEA is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Chief Procurement Officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the AIDEA website at www.aideaaeprocurement.org. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the Chief Procurement Officer after receiving the RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.12 RFP SCHEDULE

RFP schedule set out herein represents AIDEA's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released	TBD	11/21/2024
Deadline for Receipt of Proposals / Proposal Due Date	1:00 PM AKST	12/05/2024
Proposal Evaluations Complete	1:00 PM AKST	12/09/2024
Notice of Intent to Award	TBD	12/10/2024
Contract Issued	TBD	12/20/2024

This RFP does not, by itself, obligate AIDEA. AIDEA's obligation will commence when the contract is approved by Executive Director of AIDEA. Upon written notice to the contractor, AIDEA may set a different starting date for the contract. AIDEA will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 PRE-PROPOSAL

Not applicable.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of AIDEA's Project Manager.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Alaska Industrial Development and Export Authority (AIDEA) is a public corporation of the State of Alaska, with a separate legal existence. The main office is currently at 813 West Northern Lights, in Anchorage, AK 99503.

The Authority's primary mission is to promote, develop and advance economic growth and diversification in Alaska by providing various means of financing and investment. It does this through a number of programs including loan participation, development projects, and other programs.

Through AIDEA's Project and Infrastructure Development programs, the Authority has an active role in supporting economic diversity, job creation, and resource development. Examples of projects eligible for the Project Development program include industrial and resource development facilities, sea-ports, airports, federal facilities, community public purpose, and communications essential for regional economic well-being. The Infrastructure Development program includes private use industrial roads, energy inter-connection systems, port and rail-route expansion, and energy infrastructure. The Authority needs an adviser that can provide project support services from the initial evaluation stage through structuring and closing financing agreements.

To know more about AIDEA business practices Offerors should review the AIDEA website. <http://www.aidea.org>

The Authority (AIDEA) is requesting proposals responses from firms with capacity and capability of providing material assessment of various structures located on a marine property owned by AIDEA.

SEC. 2.02 SCOPE OF WORK

The scope of work items are identified below. The actual scope of work and requirements for each task order will be identified in the request for proposals (RFP) issued to the selected Offeror. The Offeror shall invoice when all activities and/or deliverables are completed.

OBJECTIVE:

The Alaska Industrial Development & Export Authority (AIDEA) is soliciting for engineering analysis to evaluate material condition and operational options of structures for the Ketchikan Shipyard located at 3801 Tongass Ave, Ketchikan, AK 99901. This need may consist of personnel with specialized engineering experience in shipyard analysis. The need consists of input and analysis tasks and may involve a desktop review of current certifications and an engineering inspection of other structures. Offeror must have proper marine structural engineering certification to provide needed analysis.

SCOPE OF SERVICES:

(a) DELIVERABLES

1. Contractor shall perform engineering analysis and desktop reviews as defined by the Authority
2. Contractor shall also prepare reports as designated by the Authority
3. Additional project related deliverables are based on project specifics and the list of activities outlined by AIDEA and will be negotiated with each notice-to-proceed (NTP)

(b) SUMMARY OF TASKS

The following is a list of services which may be required by AIDEA under this contract:

TASK 1. This will encompass a desktop review of all existing information and current certifications pertaining to the Floating Dry Docks 1 and 2 along with an onsite visual confirmation of all existing data, meetings with necessary personnel, as well as providing reporting on findings.

Deliverables:

- Desktop review of current certifications and information, onsite visual assessment only, and provide an overview of findings for Floating Dry Docks 1 and 2

TASK 2. This will encompass an onsite structural and operational engineering inspection of the Receiving Slab with the intent to understand material condition, as well as providing reporting on findings.

Deliverables:

- Structural and operational inspection report of Receiving Slab following appropriate USCG specifications as needed.

TASK 3. This will encompass a review and written report on all findings and an analysis of current conditions of evaluated structures along potential operational improvements This would also include input on potential use cases based on findings and recommendations.

Deliverables:

- Written report on all findings and analysis
- Clarification for project staff on any findings documented in report, may include some virtual meetings

(c) PROPOSED AIDEA PROJECT STAFF:

- Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from AIDEA).

<u>Name</u>	<u>Project Responsibilities</u>
Randy Ruaro	Executive Director/Deliverable End User
Brandon Brefczynski	Project Manager
Dave Stieren	Existing Information Support/Deliverable End User
Ron Rheinor	Existing Information Support/Deliverable End User

SEC. 2.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **12/20/2024**, until completion, approximately **02/28/2025**. The contract period will encompass completion of all tasks and deliverables

The Authority may issue multiple NTP's to the Offeror under this contract.

Unless otherwise provided in this RFP, AIDEA and the successful Offeror/Contractor agree:

(1) that any extension of the contract excluding any exercised renewal options, will be considered as a **month-to-month** extension, and all other terms and conditions shall remain in full force and effect and

(2) the Contracting Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Contracting Officer via a written contract amendment.

This RFP does not, by itself, obligate the Authority. The Authority's obligation will commence when the Executive Director of Alaska Industrial Development & Export Authority or the Executive Director's designee approves the contract. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

Alaska Industrial Development and Export Authority (AIDEA) reserves the right in its sole discretion to add additional funds to this contract subject to availability of funds and need.

Unless otherwise provided in this RFP, AIDEA and the successful Offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Chief Procurement Officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Chief Procurement Officer via a written contract amendment.

SEC. 2.04 DELIVERABLES

The location of the services is statewide depending on the specific task awarded through future Notice to Proceeds (NTP's). Travel may be necessary at times with some tasks.

Once the **most qualified firm** is selected and awarded a Contract by the AUTHORITY, will provide all the selected CONSULTANT AGENCY(s) formal communication via email of any professional services needs to execute based on the description of work established in this RFP and/or any addenda.

There are not bound to a minimum or maximum period of employment up to the limit of the contract.

All task orders will include a Project Management component. The Contractor shall invoice monthly and submit brief monthly progress reports (1-2 pages) that include a description of the activities and/or deliverables completed that period, budget status, and planned activities for the next quarter.

Deliverables may include, but are not limited to:

- Contractor shall perform engineering analysis and desktop reviews as defined by the Authority
- Contractor shall also prepare reports as designated by the Authority
- Additional project related deliverables are based on project specifics and the list of activities outlined by AIDEA and will be negotiated with each notice-to-proceed (NTP)

Attend Meetings, Coordination, Presentations

- As needed

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.

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 designee).

AIDEA makes no guarantee to any minimum or maximum amount of work that the contractor may perform under this contract. AIDEA shall issue Notices to Proceed (NTP) to authorize work against the contract.

Report monthly on each project with a synopsis of deliverables completed, hours worked by topic, and expenses incurred for each project. Any trip reports shall be submitted to the project manager within 30 days of travel.

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.

SEC. 2.05 CONTRACT TYPE

This contract is a **Fixed Price and Time and Expenses** contract.

SEC. 2.06 PROPOSED PAYMENT PROCEDURES

Alaska Industrial Development and Export Authority (AIDEA) will make when all tasks are complete and deliverables received. Each billing must consist of an invoice and electronic copy of completed Report(s). No payment will be made until the completion of task and invoice has been approved by the Project Manager.

SEC. 2.07 PROMPT PAYMENT FOR STATE PURCHASES

Not Applicable.

SEC. 2.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the **Executive Director of Alaska Industrial Development and Export Authority (AIDEA)**. Under no conditions will the Authority be liable for the payment of any interest charges associated with the cost of the contract.

The Authority is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 2.09 CONTRACT PRICE ADJUSTMENTS

Contract prices will remain firm through the entire period of performance. Price adjustments are not required or applicable

SEC. 2.10 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed for this project could be at various locations in Alaska or performed at the Offeror's local workplace.

Alaska Industrial Development and Export Authority (AIDEA) **WILL NOT** provide workspace for the Offeror. The Offeror must provide its own workspace.

All travel costs must be included in the Offeror's cost proposal.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the contractor shall not be performed in countries sanctioned, embargoed, or prohibited by the United States and efforts will be made to encompass as much work as possible to be located in the United States.

Failure to comply with these requirements may cause the Authority to reject the proposal as non-responsive, or cancel the contract.

SEC. 2.11 THIRD-PARTY SERVICE PROVIDERS

Not Applicable.

SEC. 2.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.14 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. The Authority may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the Authority reasonable access to relevant portions of its work sites. Individuals designated by the Chief Procurement Officer at the Authority's expense will make site inspection.

SEC. 2.15 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 2.16 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the Project Manager or Chief Procurement Officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 2.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager or Chief Procurement Officer may instruct the contractor to make corrections or modifications

if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 2.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the Project Manager has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Industrial Development and Export Authority.

SEC. 2.19 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request.

If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 2.20 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act 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 and the following 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.

SEC. 2.21 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement 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 state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the Chief Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

As required by Appendix B², Evidence of Insurance executed by the carrier's representative and issued to the Authority, shall consist of a Certificate of Insurance or the policy declaration page with required endorsements and certifications included or attached. If a certificate is provided such evidence must include language substantially as follows:

“All policies described herein comply with all aspects of the insurance requirements of the Contract Documents for:

Project Title: “KETCHIKAN SHIPYARD MATERIAL ASSESSMENT”
Project Number(s): AIDEA25-009

A copy of insurance requirements for this Contract is attached for your convenience. We suggest you provide a copy of the insurance requirements and this letter to your carrier(s).

Note: You are reminded that your insurance carrier must list the AIDEA as an additional insured for all liability coverage per the contract specifications. The Certificate Holder shall be as follows:

Alaska Industrial Development and Export Authority (AIDEA)
AIDEA25-009 - KETCHIKAN SHIPYARD MATERIAL ASSESSMENT
813 West Northern Lights Blvd.
Anchorage, Alaska 99503

SEC. 2.22 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.

SEC. 2.23 TERMINATION FOR DEFAULT

If the Project Manager or Chief Procurement 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.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 3. PROPOSAL FORMAT AND CONTENT

SEC. 3.01 INTRODUCTION

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

AIDEA discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

This RFP contains Submittal Forms, which must be completed by the Offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the Offeror's entire proposal. Do not include any marketing information in the proposal.

SEC. 3.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, Offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any Offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict.

The Chief Procurement Officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the Offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

The Offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 3.03 EXPERIENCE AND QUALIFICATIONS

Offerors 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 narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- Title,
- Resume,
- Location(s) where work will be performed,
- Itemize the total cost and the number of estimated hours for each individual named above in the separate Cost Proposal

Offerors must provide reference names and phone numbers for similar projects the Offeror's firm has completed.

In addition to information about the key individual's experience, provide documentation verifying the qualifications and experience of the Offeror and state all certifications as they relate to carrying out the services solicited in this RFP.

Offeror's are to provide examples of no more than five projects your firm has completed in the last 5 years. Include:

1. A brief description of the type of project, tasks, and deliverables.
2. The names of key individuals involved in the project.
3. Project schedule.
4. If possible, Client's name, their address, current telephone number, and contact person who can respond to queries concerning their experience with the Offeror's firm.

SEC. 3.04 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 3.05 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SPECIAL NOTE: The Offeror shall not disclose their costs in this Submittal Form.

SEC. 3.06 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SPECIAL NOTE: The Offeror shall not disclose their costs in this Submittal Form

SEC. 3.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form, see attachment #1.

Based on the overall project parameters provided under the scope of work contained within this RFP, present a work plan for the project. This work plan should describe, in some detail, the Offeror's approach to the project. That should include a proposed project timeline, conceptual approach to the overall project, and specific approaches and estimated cost requirements that will be used to generate results for each of the items in the scope of work.

The Offeror will need to provide a fixed fee for the production of deliverables. Include an hourly rate price list for staff that will travel to the site for evaluation or provide tasks completions support.

Offerors must estimate the number of hours by this proposal. This estimate will be used to calculate the proposal cost estimate.

Expenses associated with travel such as lodging, airfare, food, and per-diem shall be included in this cost proposal.

The final cost proposed will be firm fixed fee.

COST WILL NOT BE USED AS EVALUATION CRITERIA AS PER AS 36.30.270.

SEC. 3.08 BID BOND – PERFORMANCE BOND

Bid Bond

Offerors are not required to obtain a bid bond for to submit a proposal.

Performance Bond

Offerors are not required to obtain a Performance bond for to submit a proposal.

SEC. 3.09 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 4.01 SUMMARY OF EVALUATION PROCESS

The service sought is an Architectural, Engineering, or Land Surveying contract that is selected in accordance with AS 36.30.270 (a). Cost will NOT be used as an evaluation factor of the proposals. The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.

When determining the most qualified and suitable firm or person, the procurement officer shall consider the

- (1) proximity to the project site of the office of the firm or person unless federal law prohibits this factor from being considered in the awarding of the contract; and
- (2) employment practices of the firm or person with regard to women and minorities.

SEC. 4.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, and the procurement officer will determine the most qualified and suitable firm or person and select that offer. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Manager or Chief Procurement Officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an Offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the Offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.03 SITE INSPECTION

Alaska Industrial Development and Export Authority may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. An Offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the Chief Procurement Officer at the state's expense will make site inspection.

SEC. 5.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the Chief Procurement Officer or the proposal evaluation committee (PEC) are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Chief Procurement Officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 5.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with Offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Chief Procurement Officer. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Chief Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the Chief Procurement Officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Chief Procurement Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the Chief Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

SEC. 5.06 EVALUATION OF PROPOSALS

The Chief Procurement Officer, or the procurement officer assigned, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 4. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 5.07 CONTRACT NEGOTIATION

After final evaluation, the Chief Procurement Officer may negotiate with the Offeror of the highest-ranked proposal.

Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the REDOUBT conference room on the 1ST floor of the AIDEA/AEA Building in ANCHORAGE, Alaska.

If the contract negotiations take place in ANCHORAGE, Alaska, the Offeror will be responsible for their travel and per diem expenses.

SEC. 5.08 FAILURE TO NEGOTIATE

If the selected Offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the Offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

SEC. 5.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the Chief Procurement Officer will issue a written Notice of Intent to Award (NOIA) and send copies of that notice to all Offerors who submitted proposals. The notice will set out the names of all Offerors and identify the Offeror selected for award.

SEC. 5.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the Chief Procurement Officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the Chief Procurement Officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The Chief Procurement Officer will issue a written response to the protest. The response will set out the Chief Procurement Officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the Chief Procurement Officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 5.11 APPLICATION OF PREFERENCES

Cost is not a factor for the proposal evaluation so preferences are not applicable.

SEC. 5.12 ALASKA BIDDER PREFERENCE

Cost is not a factor for the proposal evaluation so preferences are not applicable.

SEC. 5.13 ALASKA VETERAN PREFERENCE

Cost is not a factor for the proposal evaluation so preferences are not applicable.

SEC. 5.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A) **OR** Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the Offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the Offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 5.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an Offeror for award of a contract issued under AS 36.30, the Offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the Offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the Chief Procurement Officer may not accept the Offeror as a qualified Offeror under AS 36.30.

SEC. 5.16 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 5.17 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 5.18 HUMAN TRAFFICKING

By signature on their proposal, the Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 5.19 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 Chief Procurement 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 Chief Procurement Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- 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 Chief Procurement Officer.

The State 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.

SEC. 5.20 AIDEA NOT RESPONSIBLE FOR PREPARATION COSTS

Alaska Industrial Development and Export Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 5.21 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an Offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an Offeror submits with its proposal as CBI, the Offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the Offeror asserts make the information CBI. If the Offeror does not do these things, the information will become

public after the Notice of Intent to Award is issued. If the Offeror does these things, OPPM or their designee will evaluate the Offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the Offeror an opportunity to object to the disclosure of the information.

SEC. 5.22 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the Chief Procurement Officer.

SEC. 5.23 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.24 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 5.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 5.26 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.27 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the Chief Procurement Officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the Chief Procurement Officer.

- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the Chief Procurement Officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Attachment 1 Cost Proposal.
- 2) Attachment 2 PSA Appendix B2 - Indemnity and Insurance
- 3) Attachment 3 Former Employee Certificate
- 4) Attachment 4 Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion -Lower Tier Covered Transactions
- 5) Attachment 5 Professional Service Agreement Form with Appendix