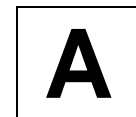


SELECTION PROCEDURE



1. Competitive Sealed Proposals will be evaluated by a committee (3 AAC 109.370). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one - percent weight equates to a potential range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.

2. Scoring of proposals will be accomplished as follows:

2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Authority's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

2.2 If only 1-3 proposals are received the rating scale may be adjusted. A rating of "5" = Best Response from all Offerors "4" to "3" = progressively less responsive; "0" = Non-Responsive; 1-2 will not be used.

2.3 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.

2.4 After scoring Part C - Section I - Technical Proposal, criteria score for Part C - Section II - Price (if applicable) and bidder preference will be calculated based on criteria descriptions.

2.5 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I and II of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.

3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including but not limited to, projects referenced in proposal, available written evaluations, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as, but not limited to, overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

3.1 Provide written recommendations for consideration during contract negotiations;

3.2 Conduct discussions after the Evaluation Committee, in accordance with paragraph 4, below.

4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (3 AAC 109.400). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (3 AAC 109.400).

5. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of the Contract General **Conditions** are attached.
3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Authority. The Authority shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Authority expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
5. All proposals shall be open for public inspection per (3 AAC 109.680) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Authority and Executive Director.
6. Substitution for any personnel named in a proposal may result in termination of negotiations and the contract, if substitutions are not approved the Authority.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with PL-92.582 Brooks Act for services that must be performed only by Architects, Engineers, or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required.
10. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in Appendix D, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

11. Professional Liability Insurance for the proposed contract: is not required
 is required as shown on Appendix D, Indemnification and Insurance.

12. Pre-proposal Conference: None As follows:

A non-mandatory pre-proposal meeting is scheduled for **January 20, 10:30 am. Do to the COVID-19 the pre-proposal meeting will be conducted telephonically.** Potential Offerors may attend telephonically by calling **1-888-585-9008**, when prompted enter **508-917-314#**. If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contracting Officer, Lois Lemus, at (907) 771-3909 for more information.

13. Special Notices:

13.1 **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:

- a. Copy of the Alaska business license.
- b. A canceled check that demonstrates payment for the Alaska business license fee.
- c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
- d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
- e. Other forms of evidence acceptable to the Department of Law.

13.2 The Contracting Agency makes no warranty nor implies that all project phases will be funded. Should project phases be funded, the Contracting Agency reserves the right to accomplish any or all of the work through means other than this agreement, including the use of in-house forces.

13.3 AEA's procurement for construction and related services is delegated from the Department of Transportation and Public Facilities; therefore, AEA will use the following DBE/WBE utilization goal. Effective May 8, 2015, based on approval from the US Department of Transportation, the Department of Transportation and Public Facilities is now implementing a Race-Neutral Disadvantage Business Enterprise (DBE) program for construction related professional services solicitations. The Race Neutral DBE program applies to all Federal Aid projects statewide with the exception of FAA funded projects within the Northern Region, which remain under a Race-Conscious DBE program.

Although the Race-Neutral program does not establish or require specific DBE Utilization Goals for individual projects, 49 CFR does establish that it is the bidder's responsibility to make a portion of the work available to DBEs and to select those portions of the work or material needs consistent with the availability of DBEs to facilitate DBE participation. If the Department, in collaboration with our contractor, does not meet the overall program goal and cannot demonstrate Good Faith Effort (GFE) to meet the program goal, the program may be modified to a Race-Conscious program established on all Federal-Aid construction related professional services RFP's statewide. 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>."

SUBMITTAL CHECKLIST

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

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in a lower score and may eliminate an Offer from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Authority, if the protest is not received in writing at least ten work days prior to the Offer deadline (3 AAC 109.200).
- [] 2. Review Part A - RFP and the proposed Statement of Work and any other attached or referenced materials. If no Statement of Work is attached, telephone the Authority contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Work. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Work. Marketing brochures, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. *Each criterion Response must be titled, numbered, and assembled in the order in which the criteria are listed in Part C*, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price is is not an evaluation criterion for the proposed contract.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with Offer, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (*except any Billing Rates or Price Proposals*) to Part D - Proposal Form. The maximum number of attached pages (*each printed side equals one page*) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form, Debarment Certification, or resumes.
- Criteria Responses shall be presented in *8-1/2" X 11" format*, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size.
- CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

Submittal Items

- [] 9.
- N/A
- [] 10. Parts A, B, and C of the RFP and the proposed Statement of Services shall not be returned to the Contracting Agency. *Offers shall consist of the following applicable items assembled as follows and in the order listed:*
- [] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature), Debarment Certification, and Responses to all evaluation criteria -- *except Billing Rate / 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 / Price Proposals*) required is: **Five (5) plus One (1) copy provided via electronic file on a flash drive.**
- [] 10.3 If *Billing Rates and/or Price Proposals* are required, *one copy* bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a *Billing Rates or Price Proposal* and the names of the Project and Offeror. Each *Billing Rates or Price Proposal* must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [] 10.4 If Item 9 above is completed for this RFP Package, any submittal items described therein, unless otherwise stated, one copy only, bound appropriately.
- [] 10.5 CAUTION: If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may be rejected at the Authority's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [] 11. Deliver *Offers in one sealed package* before the submittal deadline to the location and cited in Part A - RFP. *Mark the outside of the package* to identify the Project and the Offeror. Offers must be received prior to the specified date and time. Late Offers will not be opened (3 AAC 109.370).

EVALUATION CRITERIA

PART

C

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, Services, Understanding

1. Weight: 25

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. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible? Explain. **Define any assumptions made** in formulating Criteria Responses and express any opinions or knowledge regarding design considerations specific to this project that could impact construction costs.

Include a discussion of your company's understanding of the services required and your company's relevant experience providing the types of services identified in the Statement of Work. The Offeror must describe an in-depth knowledge of small diesel micro grids in Alaska and an understanding of regulatory requirements for a remote powerhouse in Alaska.

Response must identify potential problems or issues that might affect the ability to complete the tasks as defined and if so, what are the proposed solutions.

Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts relevant to the required services which the Offeror may use.

2. Methods

2. Weight: 15

Response must outline the methods for accomplishing the proposed contract or, Statement of Work, including the Offeror's plans for subcontracting. Identify the amount and type of work to be performed by any Subcontractors. Offerors shall consider how each task may be carried out and what level of interaction may be required from/with the Authority. Offerors should also address how their team and/or proposed approach/methods will provide overall assistance in the management of projects at various stages within each phase of the project analysis and decision making process (Article B3, Statement of Work).

Based on the Offeror's past experience in the community (or similar communities) and existing documents, discuss likely design solutions the Offeror would consider. This may include renewable opportunities, heat recovery, or suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as unique approaches or concepts **relevant to the required services** which the Offeror may use.

3. Management, Quality Control, Commitments and Schedule

3. Weight: 10

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? Additionally, the Authority 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 Authority, and (as applicable) any other government agencies or the public.

Offerors should provide a description of their proposed quality control procedures and any staff that may be assigned to specific quality control processes. This response should be specific to the anticipated activities that will be conducted under the proposed Statement of Work.

Your response must also: (1) describe your company's availability to commit to this work, to include both current and potential time commitments of your proposed Project Staff and how any conflicts would be managed; (2) discuss the projected workload of each firm (Offeror and Offeror's Proposed Subcontractors) for all clients and the impact of your company's performance capabilities with regards to completing the Authority's work; and (3) demonstrate adequate support personnel, facilities and other resources, as necessary, to provide the services required

Provide a schedule for Conceptual Design Report (CDR), proposed schedule for Final Design, and proposed schedule for construction. 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.

4. Proposed Project Staff

4. Weight: 15

Response **must name the individuals** to perform the following FUNCTIONS plus any other professional/technical functions you deem essential to perform the services. For each individual identified, describe the work to be performed and detail their specific qualifications and substantive experience directly related to the proposed contract. Include subcontractors directly involved in this contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on each individual's specific duties and responsibilities and how their project experience is relevant to the proposed contract.

For each person named, identify their employer, professional discipline, years of experience working or engineering for Rural Alaska, and state of residency, or job classification, current certifications and what role they will have under this contract. List at least 2 professional references (contact persons and telephone numbers) for each person.

Offerors which fail to provide a name for the individuals to perform the services below may be considered non-responsive and their proposal will be rejected:

1. Project Management (single point-of-contact directly engaged in contract performance)
2. Mechanical, Civil, Electrical, and Structural Engineering *
3. Geotech Engineering *
4. Cost Estimating
5. Site Control
6. Land Surveying *
7. Permitting
8. Land Title Search
9. Project Architect*

*All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require an Alaska Registration and must be identified in your proposal.

6. Past Performance

6. Weight: 25

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. 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 that are not named in the Offerors proposal.

SECTION II - PREFERENCES

8. Disadvantaged Business Enterprises **49 CFR 26**
Generally, weight shall be at least "10" for FHWA, FAA, or FTA funded contracts.

7. Weight: 0

- A DBE goal of 5% has been set. Proposed DBE participation is race conscious, or
 A DBE goal of 0% has been set. Proposed DBE participation is race neutral.

To be granted this preference, Offeror's response must identify a certified Disadvantaged Business Enterprise firm(s) (DBEs) in their proposal that will participate in the proposed contract services. The proposed DBE must be certified in the category of work proposed as listed in the DBE AUCP Directory in order to be credited for the services in the proposal and given the DBE preference and the DBE certification must be effective as of the proposal due date. Failure to submit adequate information pertaining to the percentage of work proposed to be completed by the DBE when this preference has been given weight may result in "0" points. Offerors should propose a single percentage number. Specifying a range of percentages (for example 5-8%) is not acceptable. If a range of percentages is proposed, the lowest number will be utilized in the calculation to determine the criterion score.

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address <http://www.dot.state.ak.us/cvlrts/directory.shtml>.

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 **49 CFR 18.36(c)(2) & 2 AAC 12.260(e)**
Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

8. Weight: 10

To be granted this preference:

1) Response must certify that Offeror meets 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 32.05, AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

2) Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.

Response 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 qualifies as an Alaska bidder using the criteria in 1), 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 that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

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(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

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

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements APPENDIX D, Indemnification and Insurance. CONTRACTOR shall name Denali Commission as an additional insured on the Liability Insurance Policy.

CERTIFICATION - COST AND PRICING DATA

In accordance with 3 AAC 109.550, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

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

CERTIFICATION – FORMER PUBLIC OFFICER

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

The Ethics Act bars a public officer who leaves state service from representing, advising or assisting a person for compensation regarding a matter – that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). “Public officer” includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. “Official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

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

STATEMENT OF SERVICES

APPENDIX B

Contract No: 21080

Date Prepared: 1/8/2021

Ekwok Bulk Fuel Upgrade (BFU) Phase 1 (CDR) and Phase 2 (Final Design)

ARTICLE B1

ADMINISTRATIVE REQUIREMENTS

B1.1 General.

The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

B1.2 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 the Contracting Agency:

<u>Name</u>	<u>Project Responsibilities</u>
-------------	---------------------------------

ENTER NAMES OF CONTRACTOR'S &

SUBCONTRACTOR'S KEY STAFF

B1.3 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.

B1.4 Billing Reports.

The Contractor shall provide a two-page (typical) 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**, 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.

B1.5 Correspondence.

All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned Project name and numbers (State & Federal).

B1.6 Documents and Reports

Shall be printed with solid black letters that are double spaced on white, 8.5-inch x 11-inch bond or "Xerox Copy" 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. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

B.1.6.1 Copies.

When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

B.1.6.2 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.

B1.6.3 Covers.

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.
- e. State and Federal Project Number(s).
- f. Prepared for: Alaska Department of Transportation and Public Facilities.
- g. Prepared by:
- h. Map and/or picture of project area.

B1.7 Contractor Name on Plan Sheets and Documents.

No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"X17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:

COMPANY NAME

B1.8 Plans, Maps, and Plats

Shall be submitted with solid black ink on A1, 841 x 594 mm original vellum or Mylar in Contracting Agency format. **Final drawings** shall be on Mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the Mylar is ink able and erasable. No Kroy lettering or "sticky back" applications shall be used.

B1.8.1 Right-of-Way Base Maps and the Right-of-Way Maps

Shall be submitted to the Contracting Agency with the scale and layout specified by the Contracting Agency. Final Right-of-Way Base Maps shall be submitted on vellum or Mylar. Final Right-of-Way maps shall be on Mylar. **Parcel Plats** shall be submitted on paper with a scale that presents the information legibly and clearly in the Contracting Agency's standard A1, 841 x 594 mm format. A title block and border drawing file will be supplied by the Contracting Agency for the Parcel Plats.

B1.8.2 Drafting.

All drawings shall be submitted in either AutoCAD, current format, or DXF format. All submissions shall include the AutoCAD drawing files, or DXF drawing files, on CD ROM discs. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme will be cause for rejection. The drafting procedures shall be as outlined in the Contracting Agency's Highway Design Drafting Manual -- including current metric revisions.

B1.9 Specifications and Estimates

Shall be submitted with solid black letters that are double spaced on white, 8.5-inch x 11-inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency.

B1.9.1 Copies of the Specifications

Shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

B1.9.2 All Specifications

Shall also be submitted on flash drive as document files for Microsoft Word current edition or compatible software written for IBM compatible personal computers.

B1.10 Revisions.

The Contractor shall modify work products in response to direction from the Contracting Agency. 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.

B1.10.1 Errors and Omissions.

Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work

products having significant errors or omissions will not be accepted until such problems are corrected.

B1.10.2 Review Meetings.

Following each review, the Contracting Agency will provide written comments 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.

B1.10.3 Comment Resolution.

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

B1.11 Reproduction and Distribution.

When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

ARTICLE B2

BACKGROUND

B2.1 Ekwok, Alaska

Ekwok is located on along the Nushagak river, 43 miles Northeast of Dillingham, and 285 miles Southwest of Anchorage.

Ekwok falls within the transitional climate zone, characterize by tundra interspersed with boreal forest, and weather patterns of long, cold winters and shorter warm summers. Precipitation averages 20 to 25 inches every year. Extremely strong winds are common during winter months. Fog is prevalent during the summer months. The river is ice-free from June to mid-November.

Ekwok means "end of the bluff" and is the oldest continuously-occupied Yup'ik Eskimo village on the River. During the 1800s the settlement was used in the spring and summer as a fish camp and in the fall as a base for berry picking. By 1923, it was the largest settlement along the river. In 1930, a BIA school was constructed. Mail was delivered by dog sled from Dillingham until a post office opened in Ekwok in 1941. Many of the earliest homes in Ekwok were located in a low flat area near the river bank. After a severe flood in the 1960's, villagers relocated to the current location on higher ground. The city was incorporated in 1974.

Ekwok is a Yup'ik village with a fishing and subsistence lifestyle. The current population is about 100 residents and is a second class city. The City owns the main tank farm in the community.

The City of Ekwok sells fuel to the school for heating oil. AVEC owns the power plant in the village, which is used as a backup power source, when the Power plant in New Stuyahok goes down. Avec purchases fuel from another source when power plant tank needs refueling. The City owned tank farm has a fuel dispensing station, which the City sales to the residents and boaters.

The various bulk fuel users purchase diesel fuel and gasoline in the spring and fall from a Crowley or Vitus Marine fuel barge operating on the Nushagak River. Tank Farm 3 receives fuel directly from the barge via individual tank mounted fill ports. Retail sales of diesel and gasoline are only available from the City of Ekwok. The City provides diesel delivery utilizing a trailer mounted tank.

The City of Ekwok operates the community's only retail dispensing facility. The tank farm includes three double wall, horizontal, welded stainless steel tanks (two diesel & one gasoline). Tank 1 (gasoline) and tank 2 (diesel) are operated as dispensing tanks and are connected to the City's dual product dispenser. Tank 1 has two compartments (5,000 & 15,000 gallons, both gasoline). The tanks are supported by steel skids resting on a gravel pad with incomplete fencing around the facility.

Facility piping consist of separate fill and distribution lines, both of which are steel with Victaulic and threaded connections, and brass isolation valves. Piping lacks flex connections and adequate pressure relief. Fuel is received through individual tank mounted fill boxes with no spill containment, that are connected to the top mounted fill ports of each tank. Fuel is supplied to the retail dispenser via top-mounted tan penetrations with anti-siphon valves, and buried 1-inch welded pipe.

Fuel to fill the tank farm is delivered by barge. The barge operator fills the tanks via individual fill boxes mounted to each tank. Fuel is dispensed directly to boats and vehicles through the retail dispenser.

Heating fuel delivery to local residents is available via the City owned fuel trailer.

AEA is not aware of any other large infrastructure projects in the community at this time.

ARTICLE B3

SCOPE OF WORK

B3.1 Request for Proposal

The Request for Proposal is for the engineering services in support of the pre-design, design, bidding, and construction administration for the Bulk Fuel Upgrade (BFU) in Ekwok, Alaska.

The Bulk Fuel Upgrade (BFU) project in Ekwok, Alaska project may require the Contractor to coordinate with concurrent energy projects which involve local, state and federal agencies.

All phases will require cost estimating. Estimates must include accurate quantity surveys and cost estimates for all design disciplines, including civil, architectural, structural, mechanical, and electrical.

Initial NTP will be for Phase 1 and 2 services only. The Authority reserves the right to negotiate and add additional phases at the Authority's discretion if funding becomes available.

B3.2 Phase 1 – Concept Design Services for Bulk Fuel Upgrade (BFU)

The Contractor shall provide feasibility studies, planning, permitting, site research, cost estimating, conceptual design, presentations, developing project delivery strategies, and project management.

Site research prior to site visit may include, but not be limited to, review of property information (US Surveys and recorded Plat information) for current and future ownership; operating and maintaining plans; easements and utilities information; and review of existing environmental or geotechnical reports.

Contractor shall meet with Authority staff to discuss the community and potential upgrade plans. The Authority will provide existing community profile, PCE generation data, and fuel system data as available.

Contractor shall conduct a site visit that would include an investigation of the existing facilities, proposed facility locations, as well as verification of researched data. Additionally the Contractor shall complete or confirm preliminary land survey, geotechnical, or baseline environmental data. Investigation shall identify available construction equipment in the village and any existing gravel or sand material sources. Contractor shall identify general site conditions as well as gather any existing data on flood levels.

Contractor shall meet with local village leaders to discuss existing electrical and fuel usage, proposed improvements, and solicit input from local government and residents. A summary of all meetings shall be retained to be incorporated into the project close out documents for the Authority.

Contractor shall gather existing community data to create village layout map to be used for site selection. Contractor shall gather property information (US Surveys and recorded Plat information); obtain available utilities information;

purchase recent aerial photography; Identify Corps of Engineers flood data; review DEC and other contaminated sites and spill response data; identify planned construction or upgrades for the community, and identify fuel usage for major users in the community. Contractor shall develop updated village layout plan for use in identifying suitable powerhouse sites prior to traveling to the community.

The Contractor shall provide conceptual design services, which include preparing a Conceptual Design Report (CDR) for a RPSU project. The CDR shall may include all or part of following tasks:

- a. Executive Summary,
- b. Identification of current village bulk fuel facilities, headers, and fuel usage.
- c. Identification of the condition of existing tanks, pipe and anything else considered for reuse;
- d. Identification of future growth or changes in the community which will affect the village's fuel consumption and storage requirements.
- e. Identification of bulk fuel delivery and fuel transfer methods currently in use, planned changes, and correspondence with the fuel providers and other stakeholders.
- f. A description of concurrent energy related projects, and opportunities for coordinated design and construction.
- g. List of local stakeholder and contact names, phone numbers and e-mail addresses.

- h. Record of village meeting, contacts and agreements.
- i. Identification of applicable state and federal codes and regulations, and record of preliminary correspondence with agencies as applicable such as the State Fire Marshall.
- j. Identification of locally available fill materials, including ownership and anticipated cost.
- k. Summary of alternatives available and benefits and costs for each.
- l. Identification of the condition of existing tanks, pipe and associated infrastructure.
- m. Land title information including title search results shall be included as an appendix.
- n. Conceptual site plan which include a village layout plan, identifying existing infrastructure and proposed changes (if any).
- o. Provide 35% Conceptual Design Drawings for new facility. To include a village layout plan, site plans for each alternative site, pad/containment dike details, and tank farm footprint. All site survey information shall be incorporated into the plans.
- p. Identification of permits required for construction.
- q. Project Schedule including design, permitting and construction.
- r. Construction Cost estimate based on approved delivery strategy, historic

costs for Authority construction projects, and an appropriate inflation factor.

- s. Identification of existing local labor pool data collected if available from local entities including Village Corporation, IRA Council, City Administrator, etc.
- t. Identification of locally available construction equipment and cursory review of condition, ownership and rental rates if available.
- u. Proposed ownership and operating agreements for the new facilities (if proposed).

B3.3 Phase 2 – BFU Final Design Services (subject to funding)

The Contractor shall provide BFU design services which includes Plans, Specifications, and Cost Estimate (PS&E) deliverables due at 65%, 95% and Final Design.

The Contractor shall review existing Conceptual Design Report (CDR), travel to the community and review the CDR with regard to the current conditions, and solicit input from local government and residents.

The Contractor shall develop construction drawings based on the 35% design drawings presented in the original CDR as updated by Contractor after the CDR review required above. The construction plans shall include civil, mechanical and electrical drawings as required to construct the tank farm, fuel

distribution systems, dispensing station, barge header and fill lines as appropriate. The plans shall include CSI specifications in book format.

The Contractor shall perform an as-built survey to gather design and property information. Upon completion of the as-built survey, the Contractor shall work with the Authority to develop legal descriptions for the tank farm site and any easements or ROW permits that may be required, including pipeline easements.

The Contractor may review the exiting geotechnical data gathered in the community and determine if additional work is required to develop foundation designs. The anticipated geotechnical investigation may include a site inspection and digging of test holes using local equipment. As appropriate, and in consultation with the AEA Project Manager, the Contractor shall incorporate climate trends and related considerations in the geotechnical investigation.

The Contractor shall prepare an Environmental Assessment for the project in accordance with Denali Commission requirements for the project. Application shall be made for a State of Alaska Fire Marshall permit and Department of Environmental Conservation Air Quality Permit for the diesel power plant. Work with the Authority to contact required agencies for comment and when preparing public notices. Services may include the development of a US Army COE permit for placing fill on wetlands, if required. All applicable agencies to address questions and comments during the permitting process. Fire Marshal review fee shall be included

in Contractor's fee proposal for the Notice to Proceed.

A draft business operating plan shall be developed for the bulk fuel facility operations and maintenance, in accordance with current AEA and Denali Commission requirements.

A Plans-in-Hand Review (65% complete) and a Pre-final PS&E (95% complete) review shall be required. The following shall be submitted for these reviews:

- a. A construction schedule, including recommended number of calendar days for the construction contract and a recommended construction contract completion date.
- b. For each submittal, provide a response to all comments received prior to submittal's completion.
- c. Provide a brief design summary report that lists the significant changes made to the PS&E after the Plans-In-Hand Review meeting but which were not discussed at that meeting.
- d. A brief description of the work required to construct this project, for use by the Authority in preparing the Invitation for Bids.
- e. One printed set of Plans and Specifications with electronic copy, both suitable for reproduction.
- f. An engineer's estimate of cost, signed and dated by both preparer and checker.
- g. Permits, or status of permits currently in work, and schedule for completion.
- h. A list of all submittals which will be required from the Construction Contractor.

B3.4 Phase 3 - Bid Services (per future NTP, subject to funding)

The Authority Responsibility:

- a. Prints and distributes Bidding Documents to bidders
- b. Maintains a "plan holders" list
- c. Collects fees for bidding documents, if required
- d. Distributes addenda
- e. Administers bid opening
- f. Receives, reviews, and approves submittals required for award
- g. Awards construction contract

The Contractor may be requested to provide bid phase services as described below (B3.5.1-B3.5.4).

B3.4.1 Bidder Questions All Questions from potential bidders shall be directed to the Procurement Manager. The Procurement Manager will coordinate responses with the Project Manager and Contractor. Responses shall be issued by addenda.

B3.4.2 Substitutions During the bidding period, bidders will transmit substitution requests to the Authority. The Contractor shall review substitution requests and respond in writing through the Project Manager. Contractor's written response shall approve or reject substitution request and if rejected, shall document reasons for rejection. All approved substitutions shall be issued to bidders by addendum.

B3.4.3 Addenda - not used

B3.4.4 Pre-Bid Conference

The Contractor shall participate in pre-bid conference(s). The Contractor and Authority shall agree in advance which design disciplines will be present in person or by teleconference to answer bidder questions. Contractor shall give a presentation to provide bidders with information on general scope of work, schedule requirements, other contracts affecting the project, and unusual aspects of the project.

B3.5 Phase 4 - Construction Administration Services (per future NTP, subject to funding)

The Contractor shall provide assistance to the Authority in its administration of a designated construction contract commencing with the previously mentioned methods and terminating with final acceptance of the project and Authority approval of the Contractor's final invoice for all services throughout the construction phase.

The Contractor shall:

- a. Participate in a pre-construction conference(s) with the Authority and the construction contractor.
- b. Respond to Authority or construction contractor initiated requests for clarifications of documents within five working days from the date the Contractor (s) receives the request.
- c. Receive, track, and review all construction contractor submittals required by the Contract Documents. Submittals shall be reviewed for conformance with the design

concept of the project and for compliance with the requirements of the Contract Documents, within 10 working days following the date of receipt of the submittal by the Contractor. A written response shall indicate one of the following:

- I. Reviewed, no comments
 - II. Reviewed, see comments
 - III. Revise as noted, and resubmit
 - IV. Rejected for reasons noted
- d. Review the Construction Contractor's schedule submittals and make written comments to the Project Manager regarding the Construction Contractor's:
- I. Schedule of shop drawing submittals
 - II. Schedule of values
 - III. Progress schedule
- e. Review and forward change orders to be issued by the Authority. The Contractor shall prepare drawings, specifications, cost estimates, and other documentation as required for change orders at no additional cost to the Authority, when the change order is required as the result of a design error or omission.
- f. Prepare drawings, specifications, cost estimates, or other documents required for a change order resulting from a changed condition, client requested change, or change requested by the construction contractor (all of which are not the result of a design error or omission) shall be an additional service.

B3.6 Applications for Payment

The Contractor shall review all Applications for Payment from the construction contractor. Contractor shall recommend approval of a pay request as representing a true estimate of work completed and materials delivered and properly stored. Contractor shall recommend disapproval of payment for any legitimate reason as specified in the General Conditions of the construction contract.

Applications for Payments shall be specific to the associated community Authority project number and project phase as listed below:

- a. Phase 1, Concept Design Report
- b. Phase 2, 65% RPSU Design
- c. Phase 2, 95% RPSU Design
- d. Phase 2, Final RPSU Design
- e. Phase 3, RPSU Bid Phase Services
- f. Phase 4, RPSU Construction Administration
- g. Phase 4, RPSU Project Closeout and Record Documents

B3.7 Special Meetings / Presentations

The Contractor shall provide design presentations or attend meetings as requested by the Project Manager.

B3.8 Construction Phase Inspector Participation, On-Site Observation and Quality Assurance

The Contractor shall provide quality assurance services during the construction of the project including:

- a. Provide a construction observation plan, which identifies critical inspections, and

tests, which are recommended to provide a reasonable level of quality assurance during construction.

- b. On-site construction observation by qualified inspector(s), as required to assure quality construction, which meets the requirements of the Contract Documents.
- c. Inspector(s) provided by the Contractor shall have thorough knowledge of materials, applicable construction methods, and the requirements of the Contract Documents. Project Manager may require the Contractor to replace inspector(s) who do not meet the above requirements.
- d. Contractor shall provide a representative on-site within 24 hours of a request from the Project Manager unless otherwise specified. Contractor will be given additional time to arrive on site for projects that are rural or when travel is delayed due to weather.
- e. Contractor shall be paid for on-site observation time on a basis in accordance with this agreement. Project Manager will make reasonable allowance for travel time to the site.
- f. If it is subsequently determined that on-site observations were necessitated by a design error or omission, the Contractor shall provide such on-site representation at no cost to the Authority and the Contractor shall correct the error or omission as quickly as possible to minimize delay to the construction project.
- g. Contractor shall provide inspection reports to the Project Manager documenting the following:

- I. Date and time of inspection (arrival and departure)
 - II. Work observed
 - III. Identification of problems or deficiencies in the work observed
 - IV. Work which is behind schedule
 - V. Weather conditions affecting the work
 - VI. Attach photographs appropriate to the report
- h. A written report of each visit must be submitted to the Project Manager and will serve as documentation for payment.
 - i. Participate in Substantial Completion inspection and Final Completion inspection with all design disciplines represented. Contractor shall prepare a list of work items required by the Contract Documents, which are incomplete, defective, or otherwise unacceptable. Assist Authority in determination as to whether work is substantially complete or finally complete in accordance with the Contract Documents.

B3.9 Substitution Evaluations during Construction

The Contractor shall evaluate substitution requests submitted by the construction contractor and respond in writing through the Project Manager. Contractor's written response shall approve or reject substitution request and if rejected, shall document reasons for rejection.

B3.10 Federal Permitting and Regulatory Plan Development

The Contractor shall assist the (Authority) by providing services that are necessary to comply with Federal permitting requirements for the operation, improvement and construction of rural energy projects. Services include but are not limited to:

- a. Obtain permits, licenses and rights-of-way required for design, construction, operation, and maintenance, in a timely manner for the Authority's projects.
- b. Coordinate, on behalf of and at the request of the Authority, with Federal Regulatory Agencies as necessary to maintain compliance with the Authority's project licenses and provide responses for the requirements.
- c. Obtain, monitor, modify, and file as required, on behalf of the Authority, all sewer, water, landfill, rights-of-way and other permits required for the operation, maintenance, repair and improvement of Authority projects.
- d. Regulatory plans (PDF) for the new fuel facility may include but are not limited to:
 - i. NEPA Environmental Review
 - ii. EPA SPCC Plan
 - iii. EPA Facility Response Plan
 - iv. USCG Operations Manual
 - v. USCG Spill Response Plan

B3.11 Operation and Maintenance Manuals

Provide complete information for preventive maintenance for each product, including recommended frequency of performance for each preventive maintenance task, and inspection sheets as appropriate. Provide all information of a

maintenance nature covering warranty items which have not been discussed in the manufacturer's literature. Provide all Record Documents as an appendix.

Provide a separate chapter for each section with subchapters for each procedure or system. Provide a table of contents for each chapter, and each major item in each chapter, to indicate the page number of each. Label all pages to assure correct placement in manual. Identify each piece of equipment with its associated nameplate number, i.e. tank #, etc.

Prior to Substantial Completion, Contractor (s) shall submit one (1) electronic draft copy of completed volume 30 calendar days prior to Training or Substantial Completion inspection, whichever is earliest. This copy will be reviewed and returned, with Authority's comments. Revise content of all document sets as required prior to final submission.

Prior to Final Acceptance, provide one (1) hard copy suitable for use by operation personnel. Manual shall be bound in 3-ring slant "D" presentation ring binders, maximum 11-5/8" high and 11-1/4" deep. Spine, front, and back shall be heavy virgin vinyl sealed over heavy board. Binders shall have clear, full size pockets on spine and front cover. Thickness of content shall not exceed 75% of binder manufacturer's stated capacity. All pages shall be 8 1/2" x 11", or 11" x 17" folded to 8 1/2" x 11" in a manner to permit unfolding without removal from binder. In addition, the Contractor shall provide two (2) electronic copies of the manual of each (PDF and editable, native file format), each shall be provided and delivered to each location(s) and AEA, for archiving and future use.

B3.11.1 BFU O&M Requirements

The Contractor shall provide an Operating and Maintenance (O&M) Manual, including procedures for starting, operating, adjusting and maintaining power generation equipment, fuel supply, heat recovery, renewable (if applicable), fire suppression, switchgear, etc. Each procedure shall include a sequence of events, theory of operation and personnel duties to ensure proper operation. This manual shall include daily inspection logs and simplified operating procedures to be posted where appropriate. This manual shall also include vendor cut sheets for the materials and equipment used, as well as relevant warranty info.

B3.12 Record Documents

The Contractor shall prepare an electronic set of drawings (AutoCAD and PDF) and specifications (PDF) showing significant changes in the project made during the construction process based on marked-up prints, drawings and other data prepared by the prime construction contractor and subcontractors. Confirm and make any changes needed to the documentation that all equipment and systems that the construction contractor replaced or modified including, but not limited to:

- a. As built drawings
- b. One-line diagrams
- c. Distribution system plans
- d. Project specific O&M manuals and schematics
- e. Bills of materials
- f. Flow charts or diagrams.

- g. System operations sequencing and switching checklist (s) for safe and reliable normal operations
- h. Provide two (2) electronic copies of each (PDF and editable, native file format), each shall be provided and delivered to each location(s) and AEA, for archiving and future use.

B3.13 Warranty Inspection

The Contractor shall provide a thorough inspection of work, no less than six (6) months have passed, prior to the end of the one-year correction period. The Contractor shall prepare a written list to the Authority identifying items requiring correction by the construction contractor.

B3.154 Commissioning/Acceptance Testing

The Contractor shall provide commissioning/acceptance testing following Authority and/or manufacturer defined requirements.

B3.15 Business Operating Plan Preparation

The Contractor shall prepare a business operating plan. Services include but are not limited to:

- a. The plan is was drafted during the Final Design Phase. Contractor to review, and revise as appropriate, and shall be completed prior to Substantial Completion to be used during training.
- b. Provide an executive summary, community background, a description of the project, operator information (contacts, staffing, financial responsibilities, O&M guidelines,

renewal/replacement guidelines, reporting requirements), insurance, environmental information, and financial information.

- c. Provide a 40-year projection for operation and maintenance (O&M) requirements and cash flow, and a 40 year projection for repair and replacement requirements and cash flow.
- d. A community's ability and willingness to agree to a business operating plan may be a key factor in obtaining funding for project construction.
- e. Provide no less than 4 hours of onsite training to operations personnel and facility management staff regarding the project. Training shall include facility operation and SPCC plans.
- f. To the extent possible, coordinate facility training with Authority training personnel.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Project No: 21080

Date Prepared: 1/8/2021

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

CERTIFICATION OF COMPLIANCE

APPENDIX E

Project No: 21080
Date Prepared: 1/8/2021

ALASKA LICENSES/REGISTRATIONS AND INSURANCE

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

1. For Procurements over \$100,000, **Alaska Business License** (Form 08-070 issued under AS 43.70) must be obtained prior to award of a contract; and not later than five days after a Notice of Intent to Award for all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Incorporation (Alaska firms) or Certificate of Authorization** for Foreign Firm ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements for Alaska Licenses, Registrations and Insurance will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature	Date
Name	
Title	

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

PROFESSIONAL SERVICES AGREEMENT

Agreement No:

Project Title:

To this Agreement between **ALASKA ENERGY AUTHORITY**

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: XXXXXX Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contract Manager

Executive Director

Signature: _____
Name: _____ Date _____
Title: Contracting Officer

Signature: _____
Name: Curtis Thayer Date _____
Title: AEA Executive Director

ARTICLE 1 - PURPOSE

1.1 The Contractor shall provide

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:

and no/100 Dollars

(\$0.00)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end on _____.

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions,		
B	Statement of Services		
C	Compensation, Form 25A280, plus Exhibits: C-1, C-2, C-3, and C-4		
D	Indemnification & Insurance, Form 25A269, plus Certificates of Insurance (for the prime CONTRACTOR)		
E	Certification of Compliance (Alaska Licenses/Registrations and Insurance)		

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

Street: 813 West Northern Lights Blvd.
 PO Box:
 City, State, Zip: Anchorage, AK 99503
 Phone-Voice: 907-771-3036
 Phone-FAX: 907-771-3044

Funding Source:

ARTICLE 6 - CONTRACTOR DATA

Manager:
Title:

Alaska Business License No.:
Federal Tax Identification No.:

Office Address

Street:
 PO Box:
 City, State, Zip:
 Phone-Voice:
 Phone-FAX:
 Email:

Type of Firm

- Individual Partnership
 Corporation in state of:
 Other (specify): Limited Liability Corporation

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

Service or Engineering Discipline

Subcontractor

AEA GENERAL CONDITIONS

APPENDIX A

Agreement No:

Date Prepared:

INDEX

Article Number and Title

A1	Definitions
A2	Information and Services from Others
A3	Hold Harmless
A4	Insurance
A5	Occupational Safety and Health
A6	Equal Employment Opportunity
A7	Payments to the CONTRACTOR
A8	Changes
A9	Audits and Records
A10	CONTRACTING AGENCY Inspections
A11	Termination or Suspension
A12	Officials Not to Benefit
A13	Independent CONTRACTOR
A14	Proselytizing
A15	Covenant against Contingent Fees
A16	Precedence of Documents
A17	Endorsement on Documents
A18	Ownership of Work Products
A19	Subcontractors Successors and Assigns
A20	Claims and Disputes
A21	Extent of Agreement
A22	Taxes
A23	Governing Law
A24	Federal Aid Certification (Highways)
A25	Trade Restrictions
A26	Suspension and Debarment
A27	Additional Provisions

ARTICLE A1 DEFINITIONS

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

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

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

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

A1.5 Executive Director – Executive Director of the Alaska Energy Authority (AEA).

A1.6 CONTRACTING AGENCY – Alaska Energy Authority (AEA).

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

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

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

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

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

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

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

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

**ARTICLE A2
INFORMATION AND SERVICES FROM OTHERS**

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

**ARTICLE A3
HOLD HARMLESS**

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

**ARTICLE A4
INSURANCE**

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

**ARTICLE A5
OCCUPATIONAL SAFETY AND HEALTH**

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

**ARTICLE A6
EQUAL EMPLOYMENT OPPORTUNITY**

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

- Title VI of Federal Civil Rights Act of 1964;
- Federal Executive Order 11625 (Equal Employment Opportunity);
- Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);
- Title 49 Code of Federal Regulations, Part 21 (Discrimination);
- Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);
- Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);
- Alaska Statute (AS) 18.80.200-300 (Discrimination).

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

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

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

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

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

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

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

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

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

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

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

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

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

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

ARTICLE A9 AUDITS AND RECORDS

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

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

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

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

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

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

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

ARTICLE A11 TERMINATION OR SUSPENSION

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

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

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

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

**ARTICLE A12
OFFICIALS NOT TO BENEFIT**

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

**ARTICLE A13
INDEPENDENT CONTRACTOR**

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

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

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

**ARTICLE A14
PROSELYTIZING**

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

**ARTICLE A15
COVENANT AGAINST CONTINGENT FEES**

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

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

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

**ARTICLE A16
PRECEDENCE OF DOCUMENTS**

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

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

**ARTICLE A17
ENDORSEMENT ON DOCUMENTS**

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

**ARTICLE A18
OWNERSHIP OF WORK PRODUCTS**

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

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

**ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

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

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

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

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

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

**ARTICLE A20
CLAIMS AND DISPUTES**

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

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

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

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

A20.2 The Claim shall specifically include the following:

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

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

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

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

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

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

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

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

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

A20.5 Procedures for appeals and hearings are covered under 3 AAC 109.570.

ARTICLE A21 EXTENT OF AGREEMENT

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

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

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

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

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

ARTICLE A22 TAXES

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

ARTICLE A23 GOVERNING LAW

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

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

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

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

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

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

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

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

ARTICLE A25
TRADE RESTRICTIONS

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

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

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

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

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

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

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

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

**ARTICLE A26
SUSPENSION AND DEBARMENT**

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

**ARTICLE A27
ADDITIONAL PROVISIONS**

A27.1 DELAY DAMAGES:

Unless CONTRACTOR notifies the Authority in writing or email no less than FIVE (5) calendar days in advance of a deliverable deadline that the deliverable may be delayed, delay damages may be incurred by the CONTRACTOR for each calendar day that the CONTRACTOR does not meet the deliverable deadlines in the current approved project schedule. The project schedule may be modified at any time as agreed upon in writing or email by the CONTRACTOR and the Project Manager. In no case shall the agreed upon schedule end date exceed the end date of the current Notice to Proceed (NTP) without first amending the NTP.

Delay Damages

Days Late	Delay Damages per Day
1 to 7 days	\$200.00
8 to 14 days	\$300.00
15 to 21 days	\$400.00
21 days plus	\$500.00

*NTE Not to Exceed \$10,000.00

These are delay damages and not penalties. These charges shall reimburse the Authority for additional expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified. Allowing the CONTRACTOR to continue and finish the work or any part of it after the scheduled date has passed does not waive the Authority's rights to collect delay damages. Delay damages collection shall be in the form of payment withheld from the associated NTP. If no money is due the CONTRACTOR, the Authority may recover these sums from the CONTRACTOR, from the Surety, or from both. The NTP scope of work, schedule, and budget shall not be changed as the result of the collection of delay damages by the Authority. Notwithstanding anything to the contrary herein, CONTRACTOR shall incur no delay damages if the delay is caused to any extent by the Authority or by events or parties outside of CONTRACTOR'S reasonable control.

A27.2 ***EXTENSION DUE TO DELAYS:***

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with delay damages or actual damages because of delays to the schedule or completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the AUTHORITY in its contractual capacity, acts of another contractor in the performance of a contract with the AUTHORITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure labor because of priority, allocation or other regulations of any governmental authorities, and delays of Subcontractors (not a responsible charge of the CONTRACTOR). Any delay other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Project Manager in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

COMPENSATION

APPENDIX C

Project No: 20075

Date Prepared: 6/11/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C7.3.4 Indirect Cost Rate – An established percentage of incurred expenses for Direct Costs of Direct Labor which is used as a basis of compensation for Indirect Costs. Fees or Profit are not included in the Indirect Cost Rate.

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

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

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

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

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

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

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

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

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

Exhibit C-1 Method(s) of Payment
Exhibit C-2 NTP & Invoice Summary
Exhibit C-3 &4 Compensation Cost Reimbursement

COMPENSATION

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

Agreement No: Date Prepared:

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

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

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

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

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

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

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

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

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

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

<u>CONTRACTOR/ SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F, F/P, P)</u>
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4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

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

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

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

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

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

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

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

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

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

6. **SPECIAL CONSIDERATIONS:**


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

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

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

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

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

 ALASKA ENERGY AUTHORITY		NOTICE TO PROCEED & BILLING SUMMARY			NTP No: #REF!	
For: #REF!		#REF! #REF!			Agreement No: #REF!	
Contractor: #REF!		Project Title: #REF!			Accounting Ref No.: #REF!	
Category of Services: #REF!		NTP Completion Date: #REF!			Contract Expiration Date: #REF!	
Amount of this NTP/Amend.: #REF!		Method of Payment: #REF!				
NOTICE TO PROCEED						
BILLING SUMMARY						
This Invoice is for [] Progress [OR] Final Payment OR				Sequential Invoice # for this []		
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Payme	This Billing	Total To - Date
Total Amount Authorized for All			\$0.00			
Sum of Prior APPROVED				0.00		
Sum for THIS INVOICE					0.00	
Sum of Prior Payments and this						0.00
Balance of Authorized						\$0.00
Department of Labor Close-Out Required?				Payment Request & Certification: (Contractor)		
				Signature		Date
Name: #REF!				Approval for Payment		
PAYMENT RECOMMENDED (Agency Project Manager): I certify this invoice to be valid and accurate and that services were performed substantially in conformance with the contract				PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.		
Signature				Signature		Date
Name: #REF!				Name:		

**INSTRUCTIONS TO CONTRACTOR for
COST REIMBURSEMENT NOTICE TO
PROCEED (NTP)
& BILLING SUMMARY**

- 1 Retain an unmarked, as issued, copy of this form to be used for reproduction and billing.
- 2 If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
- 3 Submit monthly Invoices to the Agency Contract Manager named in this NTP. Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
 - b) plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4 Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5 When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.

6 Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.

7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.

8 When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.