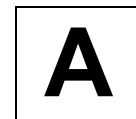


SELECTION PROCEDURE



1. Competitive Sealed Proposals will be evaluated by a committee (3 AAC 100.370). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a 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 scores for Part C -and 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, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.

3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including 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 100.400). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any 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 100.400).

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



1. The Contracting Agency is an equal opportunity employer.
2. A copy of the **Contract General Conditions and sample contract** are provided as a separate document.
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 100.680) 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.
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:	<input checked="" type="checkbox"/>	is not required		
	<input type="checkbox"/>	is required as shown on Appendix D, Indemnification and Insurance.		
12. Pre-proposal Conference:	<input checked="" type="checkbox"/>	None	<input type="checkbox"/>	As follows:

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.

13.5 AIDEA has adopted a COVID-19 Management Plan that was developed with the Associated General Contractors of Alaska and the State of Alaska Department of Transportation & Public Facilities ("DOTPF"), and has been approved by the Alaska Department of Commerce, Community and Economic Development for utilization by AIDEA. Contractors and consultants in compliance with the requirements of Health Mandates 10 and 12. A copy of this plan may be downloaded at: http://dot.alaska.gov/stwddes/dcsconst/assets/pdf/covid_response_master.pdf.

To comply with the Health Mandates, all AIDEA contractors, subcontractors and consultants must either adopt the pre-approved COVID-19 Management Plan, or develop their own approved plan.

Consistent with AIDEA General Conditions Appendix A, the Contractor will be responsible for paying all costs and expenses incurred to comply with all COVID-19 Health Mandates in effect during times when the Contractor is performing project-related work activities. The Contractor will additionally be responsible for preparing all general or site-specific mitigation and response plans required for its forces, along with any attendant schedule delays or impacts. To the extent, mitigation and response plans are required by a Health Mandate, those will be provided to the Project Manager seven (7) days prior to travel.

SUBMITTAL CHECKLIST

PART

B

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

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate 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 Authority work days prior to the Offer deadline (3 AAC 100.200).
- [] 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.
If Price is a Criterion, prepare *Billing Rates and/or Price Proposals* as described in Criteria #10 and/or #11.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with 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: **Five (5)**. Attached page limit does not include the four-page Part D - Proposal Form or resumes.
Criteria Responses shall be presented in *8-1/2" X 11" format*, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size.
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. None.
- [] 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) and Responses to all evaluation criteria -- *except Billing Rates, Price Proposals* -- attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. CAUTION: Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [] 10.2 Hand or Mailed number of copies of Part D (*all pages*) and Criteria Responses (*except Billing Rates, and Price Proposals*) required is: **Four (4) plus One (1) copy provided via electronic file on a flash drive. Copies of proposal are only needed for not sending electronically.**
- [] 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* to the location and before the submittal deadline cited in Part A - RFP. *Mark the outside of the package* to identify the Project and the Offeror. Offers must be received prior to the specified date and time. Late Offers will not be opened (3 AAC 100.370).

EVALUATION CRITERIA

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 5

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods & Management

2. Weight: 5

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. 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 firms may use.

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? A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

3. Proposed Project Staff

3. 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:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Community Engagement Lead
4. Technical Writing Lead

Continued Next Page

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

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

4. Workload and Resources**4. Weight: 5**

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

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.

5. Past Performance**5. Weight: 15**

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

6. Quality of Proposal**6. Weight: 5**

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

7. Rural Alaska Experience**7. Weight: 15**

Response must describe on-site experience working in and with rural Alaskan communities in a professional capacity. Describe the types of work performed, the role in community engagement and communication activities, and any experience related to identifying and pursuing rural infrastructure and/or other funding opportunities such as grants, low- or no-interest loans, in-kind contributions or other potential assets to assist with community needs. Highlight successes in building collaborative relationships with rural community entities as well as in achieving organizational or fiscal goals that met specific community needs

SECTION II - PREFERENCES

C

8. Minority Business Enterprises 3 AAC 100.350

8. Weight: 15

A minority Business Enterprise (MBE) program will be utilized to encourage minority Alaskan owned companies to submit proposals as both Prime and Sub-service providers. This program will follow the guidelines and requirements laid out for Prime and Sub-service providers in RFP Part D page 3 Minority Business Enterprise (MBE) as indicated in Ambler Access Project: Professional Services Procurement Procedure, Appendix D MBE Scoring Criteria.

Minority Business Enterprise (MBE) utilization will be a scored criterion for this RFP. Credit will be given for both MBE Prime service providers as well as MBE Sub-service providers for work they perform as a MBE within the contract scope.

To be granted this preference, Offeror's must submit the MBE certification form for each proposed MBE and their response must identify a MBE firm(s) in their proposal that will participate in the proposed contract services. The certified MBE(s) may be the Offeror (Prime service provider) and/or proposed Sub-service provider(s). Failure to submit adequate information pertaining to the work that will be completed and the percentage of work proposed to be completed by the MBE(s) may result in "0" points. Offerors should propose a single percentage number for each proposed MBE. 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.

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

"5" – More than or equal to 35% MBE Participation;

"3" – Less than 35% but more than or equal to 20% MBE Participation;

"1" - Less than 20% but more than or equal to 5% MBE participation;

"0" – Less than 5% MBE 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”.

9. 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.

SECTION III - PRICE

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

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

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

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

10. Labor Billing Rates (Required Format)

10. Weight: 10

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** - regardless of employer (Offeror or Subcontractor) - **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

- | | |
|------------------------------|--|
| 1. Contract Management | (Estimated at 5% of total labor effort) |
| 2. Project Management | (Estimated at 15% of total labor effort) |
| 3. Community Engagement Lead | (Estimated at 60% of total labor effort) |
| 4. Technical Writing Lead | (Estimated at 20% of total labor effort) |

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

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

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

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

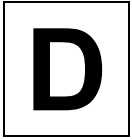
If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

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

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

Alaska Industrial Development and Export Authority PROPOSAL FORM

PART



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

PROJECT

Project Title..... : Ambler Access Project: Stakeholder Outreach
 RFP No..... : 21100

OFFEROR (CONTRACTOR)

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

ALASKA BIDDER PREFERENCES (IF NO FEDERAL FUNDING)

Check if the preference that you claim for the proposed contract (reference Criteria 11 in Part C):
 Alaska Bidder (Offeror)

PROPOSED SUBCONTRACTOR(S)

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

CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, 4) Trade Restrictions/Suspension/Debarment, 5) Foreign Contracting and 6) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Authority is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors.

Signature : _____
 Name : _____
 Title..... : _____

Date: _____
 Telephone (voice): _____
 (fax): _____
 Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(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.

CERTIFICATION - COST AND PRICING DATA

In accordance with 3 AAC 100.560, 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.

Minority Business Enterprise (MBE)

A minority Business Enterprise (MBE) program will be utilized to encourage minority Alaskan owned companies to submit proposals as both Prime and Sub-service providers. This program will follow the guidelines and requirements laid out for Prime and Sub-service providers in RFP Part C criteria # 6 Minority Business Enterprises.

Scores from a Prime service provider's work as a MBE will be calculated using the same formulas and ranges as scores for Sub-service provider's work as a MBE.

In order to meet the qualifications under the MBE program, the company must be an Alaskan owned company, meeting the requirement under AS 36.30.990 (2), and show that they are on at least one of the following lists or meet the self-self-certification rules:

1. Alaska Department of Transportation & Public Facilities Civil Rights Office DBE List
2. Federally Recognized Indian Entities (willing to waive sovereign immunity for these projects and listed on the following website <https://www.federalregister.gov/documents/2020/01/30/2020-01707/indian-entities-recognized-by-and-eligible-to-receive-services-from-the-united-states-bureau-of>)
3. Alaska Native Claims Settlement Act Corporations (Listed on the following website: <https://ancsaregional.com/the-twelve-regions/> including regional and village corporations)
4. Self-Certification with AIDEA that the company is 51% owned and controlled by a minority or disadvantaged business enterprise. A Minority Business Enterprise Certification must be attached to the request for proposals for companies to complete the self-certification process (Part D page 5).



ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

**MINORITY BUSINESS ENTERPRISE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number: Stakeholder Outreach

Offeror / Subcontractor (Company Name): _____

Operation of Minority Business Enterprise (MBE)

Procurement preferences under the AIDEA Procurement Code are benefits granted only to qualified Offeror’s. Per the Ambler Access Project Professional Services Procurement Procedure, if an Offeror / Subcontractor is an eligible “MBE”, AIDEA will calculate the percentage of participation to the score of the Offeror’s proposal.

Instructions regarding MBE

For MBE participation to count towards the MBE preference, the MBE must review and then certify that each statement appearing under the heading “MBE Offeror / Subcontractor Certification” is true. The individual that signs this certification shall include his/her printed name and position within the MBE organization, e.g., sole proprietor, partner, etc. MBE certifications for both Offeror(s) and Subcontractor(s) as applicable must be submitted with the Offeror’s proposal to count toward the preference. If an Offeror fails to submit signed certification(s), AIDEA will not include that MBE in the participation calculation.

MBE Offeror / Subcontractor Certification

The MBE for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the MBE’s current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the MBE or an employee of the MBE for a period of six months immediately preceding the date of the proposal; and
- (D) Hereby certifies that the firm is 51% owned and controlled by a minority or disadvantage business enterprise.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this Offeror / Subcontractor, which has authorized and empowered me to legally bind it concerning this proposal, and that the foregoing statements are true and correct.

If AIDEA at any time makes a written request for documentation verifying the information provided in this MBE Certification, the MBE is required to provide AIDEA with requested documentation.

By (signature)

Date

Printed name
License Number

Alaska Business

Title:

PROPOSED STATEMENT OF SERVICES

APPENDIX B

Date Prepared: 05/17/2021
RFP No.: 21100

RFP No. 21100

Ambler Access Project: Stakeholder Outreach

The Alaska Industrial Development and Export Authority, is seeking stakeholder outreach services for the Ambler Access Project.

The intent of this project is to construct a 211-mile gravel road from the Dalton Highway to the Ambler Mining District. The project geotechnical design components will include but may not be limited to geotechnical investigations, reporting, and drilling.

SCOPE

AIDEA seeks a consultant to assist the External Communications Manager in facilitating collaborative partnerships with Alaskan communities to advance the development, planning, design, and construction Ambler Access Project (AAP).

To assist AIDEA and provide support services to the Ambler Access Project's External Communications Manager in the accomplishment of its stakeholder, agency and public outreach requirements for the project, the Consultant selected will provide services in both office and field settings, including but not limited to:

- Facilitating active community involvement in the planning, design and construction phases of projects;
- Assistance in the development and consideration of project alternatives that address community needs/values, as well as agency requirements.
- Identifying and executing tailored outreach activities to address diverse regional stakeholder needs;
- Developing visualization tools that inform and encourage stakeholder dialogue;
- Field and office data acquisition, field collection, analyses, reporting and archiving;
- Drafting of reports; or technical review/editing and formatting of reports prepared by others;
- Field and office support for project logistics or events;
- Development of Advisory Committees;
- Website maintenance and updating

Project Schedule

This work will be for the life of the design phase of the project. The design phase is scheduled from May 2021 to December 31, 2024.

ADMINISTRATIVE REQUIREMENTS

Project Staff. All services must be performed by or under the direct supervision of the following individuals. Only prior written approval from the Authority shall accomplish replacement of, or addition to, the Project Staff named below:

Name Project Responsibilities

(list here key individual and their project assignments)

Professional Registration. *Where applicable*, all reports, plans, specification, estimates and similar work products provided by the Consultant shall be prepared by or under the supervision of the Registered Engineer, Architect or Land Surveyor in responsible charge for the services. These Engineers, Architects, or Land Surveyors shall be currently

RFP No.

registered in the State of Alaska and they shall sign and seal as to the accuracy of each final work product for which they are responsible.

Consultant Name on Plan Sheets and Documents. No Consultant logos shall be allowed on any electronic or hard copy document produced for AIDEA. The Consultant company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for AIDEA shall include the Consultant's company name at the bottom right of the first page, cover sheet or title sheet only. Consultant letterhead shall be allowed only as exhibits in document appendices. The Consultant 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:

Standard software programs used by AIDEA include, but are not limited to, the following:

- Microsoft Office Suite: Word, Excel, PowerPoint, Project

The most current version of AutoCAD adopted by AIDEA shall be used for all linework and modeling. Consultant styles will be clearly differentiated by name so that AIDEA can review the styles for conformance to their standards. The AutoCAD drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). The Consultant will provide the file directory to AIDEA in a way that all dependencies among files are maintained.

Submittal Requirements. Deliverables shall be compatible with AIDEA standard software, and submitted in their original electronic format as well as PDF. Hard copies shall be submitted for everything requiring an original seal, and as required by the project managers of the specific projects.

Specific deliverables will be identified for each project added to the agreement.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Agreement No: 21100
Date Prepared: 5/17/2021

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

Agreement No: 21100
Date Prepared: 5/17/21

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
Name.....:
Title

Date

[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>.]