



ADDENDUM THREE

Invitation to Bid: 23052

West Susitna Access Program Manager

October 24, 2022

EMAIL TO: All RFP recipients on record.

The Request for Proposal (RFP) is hereby clarified or changed as follows:

1. **REPLACE:** AIDEA Appendix D, Indemnification and Insurance with AIDEA Appendix D, Indemnification and Insurance, **Identified as 23052 Addendum No. 3, dated October 24, 2022.**
2. **INCORPORATE:** Question and Answers, **identified as 23052 Addendum No. 3, dated October 24, 2022, consisting of two (2) pages.**

All other terms and conditions remain the same.

END OF ADDENDUM

We appreciate your participation in this solicitation.

Sincerely,

Cris Chavez
Email: cchavez@aidea.org
907-771-3992

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

Agreement No: 23052
Date Prepared: 10/6/2022

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:

D2.1.5 Aircraft liability insurance: A policy of at least \$5,000,000 per incident for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat. ****Not a requirement for this contract****

D2.1.6 Umbrella or Excess Liability Insurance: Such policy shall have a minimum coverage of \$5,000,000 per incident

23052 Addendum No. 3, dated October 24, 2022

RESPONSES TO PROPOSERS QUESTIONS:

Question 1: Is AIDEA's expectation that the Contractor would staff a singular Permitting Manager position with one individual for the duration of the contract, or would a consultant team (a team of multiple individuals) providing program management services be acceptable? RFP Part C Section 4 (proposed staff) suggests that three functional positions are required; and Appendix B indicates "...experienced professionals to act as AIDEA's Permitting Manager." This seems to suggest that a team of consultants would be acceptable. Clarification is requested.

Answer 1: AIDEA is looking for an individual OR team that is experienced in permitting for the disciplines listed.

Question 2: Would the Contracted Permitting Manager and/or Permitting Manager team be provided workspace within an AIDEA project office, have access to AIDEA systems, and be "seconded" to AIDEA for the Project?

Answer 2: No, there will not be workspace available within the AIDEA project office. No, the proposal winner will not have access to AIDEA systems. The proposal winner, will be working for AIDEA on this project only.

Question 3: Are offerors required to submit Part B, Submittal Checklist, as part of our response? If so, please clarify where this should be placed and confirm it will not count in the page limit requirements stated in Part B, item #10.

Answer 3: No, the Submittal Checklist should not be part of your response.

Question 4: Part B, Submittal Checklist, item 10.2 states, "Emailed proposals are acceptable." Should offerors interpret this to mean that the entire proposal (Part D Proposal Form with Criteria Response + separate Price Proposal) can be emailed, or would the "emailed proposal" only replace the electronic file required on a flash drive?

Answer 4: If emailing the proposal, there is no need to mail physical copies of the response or the USB thumb drive.

Question 5: Part B, Submittal Checklist, item 11 requires, "Deliver Offers in one sealed package." If it is acceptable to submit a complete response via email, please confirm that the Part D Proposal Form with Criteria Response and separate Price Proposal can be submitted as a single email with two separate attachments.

Answer 5: If emailing the proposal, please send one single email with two separate attachments. Please identify the RFP Name and Number in the subject line with each document named appropriately.

Question 6: Part D, Proposal Form, pages 3 and 4, includes instructions and a form for completion for “Former Employee’s Certification of Eligibility Under the Alaska Executive Branch Ethics Act.” If these do not apply to a proposer, should they be omitted from the proposer’s response or included in the proposer’s response with a statement indicating they are not applicable?

Answer 6: Proposer can submit the form with a line drawn across it with the statement “Not Applicable”.

Question 7: Regarding Appendix D for Indemnification and Insurance, are proposers required to include pages 1 and/or 2 in our response, although we cannot execute the forms (requires signature by contracting officer)? Further, is proof of insurance required to be attached to the Part D – Proposal Form?

Answer 7: Evidence of insurance must be submitted with the proposal response. After award, proposer must be able to provide a revised insurance form with the project name and number on it and it must meet the dollar specifications in the RFP package, to include waiver of subrogation and AIDEA listed as Additional Insured.

Question 8: In reference to Appendix D, paragraph D2.1.5 states the requirements for Aircraft liability insurance. Can you please confirm this insurance requirement does not apply to the scope of work required for this contract and remove this requirement? We do not own an aircraft and do not believe it is necessary to perform the services outlined in Appendix B.

Answer : Aircraft liability is not required. Please see revised Appendix D, identified as 23052 Addendum No. 3, dated October 24, 2022.

Question 9: In regards to the Certification of Contractor and Lower-Tier Participants Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion form, is it necessary for subcontractors to complete and sign this form separately from the form submitted by the prime offeror?

Answer 9: Yes

Where any requirements of the Request for Proposal are in conflict with an item in an Addendum, the Addendum shall govern.

All other terms and conditions of the Request for Proposal shall remain unchanged and in full force and effect.

End of Addendum No. 3