



Alaska Industrial Development Export Authority

PART

# REQUEST FOR PROPOSALS PACKAGE

(Procurement per 3 AAC 100.210 – 3 AAC 100.500)

A

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July 28, 2014

## ISSUING OFFICE

Agency Contact & Phone No ..... : Althea S. Clapp, Sr. Contracting Officer, (907) 771-3018

## PROJECT

**RFP NUMBER** ..... : **15020**

Project Numbers-State/Federal ..... : 110611

Project Site (City, Village, etc.) ..... : Ketchikan Shipyard, Ketchikan Alaska

Project Title & Contract Description: Engineering and Cost Estimating Services

Alaska Industrial Development and Export Authority (AIDEA) is seeking engineering services to provide comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan Shipyard. AIDEA prefers one prime contractor with their list of sub-contractors who meet the experience and expertise listed below in order to provide one consolidated report to AIDEA upon completion.

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: August 2014 – June 30, 2015. The Authority may authorize in writing any holding over of the contract, if funding is available, on a month-to-month extension. All other terms and conditions shall remain in full force.

Estimated amount of proposed contract:

<input checked="" type="checkbox"/> less than \$100,000	<input type="checkbox"/> \$100,000 to \$150,000	<input type="checkbox"/> \$150,000 to \$250,000
<input type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1,000,000	<input type="checkbox"/> \$1,000,000 or greater

Proposed Method(s) of Payment:

<input checked="" type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Firm Fixed Price (FFP)	<input type="checkbox"/> Cost Plus Fixed Fee (CPFF)
	<input type="checkbox"/> Other:	

## SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (3 AAC100.360).  
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED*

**DATE: August 26, 2014**

**PREVAILING TIME: 2:00 PM**

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

Alaska Industrial Development & Export Authority  
Attn: Procurement Department  
Althea S. Clapp  
813 W. Northern Lights  
Anchorage, AK 99503

*(When submitting proposals, please make sure to identify the project title and the RFP number on the outer envelope of the submittal package.)*

**IMPORTANT NOTICE:** Your Firm must register with the AIDEA Procurement Office to receive subsequent addenda. Failure to register may adversely affect your proposal. To Register log into [www.aidea.org](http://www.aidea.org) Procurement Opportunities.

## SELECTION PROCEDURE

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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 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 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
  - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
  - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
  - 3.1 Provide written recommendations for consideration during contract negotiations;
  - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (3 AAC 100.390 & 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 BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (3 AAC 100.370 (a)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Authority may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

## NOTICES

PART

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1. The Authority is an equal opportunity employer.
2. Copies of contract documents are available for review at the Authority's office. Offerors located outside the general vicinity of the Authority's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

**General Conditions** of the Contract Agreement are as attachments to this RFP.

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the 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 (3 AAC 100.900(17)).

5. All proposals shall be open for public inspection (3 AAC 100.360) 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 (3 AAC 100.360).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**

9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with 3 AAC 100.350 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 3 AAC 100.350(8)(H) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

- 9.1 If the services performed do not require an A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals in accordance with 3 AAC 100.350(8)(H).

- 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive federal funding (FHWA and FAA) per 49 CFR 18.36(t), AC 150/5100-14D. For FAA exceptions: see AC 150/5100/14D, para 2-4(c).

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Authority's negotiator; and to investigate the accuracy of proposed labor rates and unit prices.

AIDEA will accept an approved DOT&PF audit for the purpose of this agreement. Other non-DOT&PF audits may be submitted for review and acceptance by the Authority.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in the attached "Indemnification and Insurance" form. Coverage may be modified under very limited circumstances. Offeror should not assume any modification of coverage

12. Professional Liability Insurance for the proposed contract: ☐ is not required

☒ is required as shown on the Indemnification and Insurance form.

13. The proposed contract ☐ will ☒ will not be a Federally Assisted Program. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: ☒ None ☐ As follows:

None

15. Special Notices:

**15.1 An Alaska Business License** is required of Contractors who do business in Alaska and required before contract award. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at [http://www.dced.state.ak.us/occ/home\\_bus\\_licensing.html](http://www.dced.state.ak.us/occ/home_bus_licensing.html) or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive

**15.2. Conflict of Interest**

Prior to beginning work, the Contractor and any sub-consultants shall sign a "Disclosure Statement" specifying that they have no financial or other interest in the outcome of the project. It is mandatory that the selected Consultant and any sub-consultants certify that they have no conflicts of interest in regards to this work.

NOTE: Sub-consultants on multiple teams should disclose in writing to the prime Consultant that they have a non-exclusive relationship.

# 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 a submittal from consideration. Protests based upon any omission, error or content of this 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 Submittal Deadline (3 AAC 100.570).
- [ ] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the 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 Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Authority 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 Authority's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, 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 #12 and/or #13. A Cost Proposal will be requested from the highest ranked Offeror; if for some reason AIDEA and highest ranked Offeror do not engage in a contract, AIDEA will request a Cost proposal from the second highest ranked Offeror and so on until a contract is finalized.
- [ ] 7. Complete all entries on Part D - Proposal Form. Note the requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
- [ ] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Twelve (12) pages**. 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. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [ ] 9. N/A
- [ ] 10. Parts A, B and C and the proposed Statement of Services shall not be returned to the Authority. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**
- [ ] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates and 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 Rate and Price Proposals**) required is: **One original, three copies & an electronic copy 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 Pre-Audit Statement, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Authority, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Authority. Changed forms may result in rejection at the Authority's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (3 AAC 100.360 (g)).

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Understanding of Project Challenges and Objectives

1. Weight: 25

**Project Challenges and Objectives** - Response must demonstrate comprehension of the objectives and challenges, and the consultant team's role in addressing these, associated with the proposed contract.

**Strength and Clarity of Approach** - Response must also demonstrate understanding of the challenges of preparing a report and cost estimation outline in the scope of services herein. Describe cost effective measures your firm has used in delivering like services on other similar contracts.

### 2. Methodology

2. Weight: 20

**Demonstrate an understanding of the proposed work**, and describe what the Authority can expect for deliverables. Describe the plan for working with the Authority, and what the Authority can expect as outcomes.

### 3. Management

3. Weight: 25

**Administrative and Operations Structure** - Describe the Administrative and operational structure that will be used for performing the proposed contract. For example consider: Who will have the overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What subcontractors will perform what services and how will subcontractors be managed? What will the lines of authority be? A graphic depiction is helpful for your response to this criterion.

### 4. Quality Control

4. Weight: 15

**Quality Assurance/Quality Control** – Briefly describe your firm's quality assurance and quality control procedures; and how your firm verifies its assumptions. Response must demonstrate experience in successfully implementing quality control programs on comparable projects.

### 5. Proposed Project Staff

4. Weight: 15

Include the names, titles, their functions of personnel and subcontractors who would be assigned to any contract resulting from this request for proposals. Include brief resumes for key personnel.

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# Alaska Industrial Development Export Authority PROPOSAL FORM

PART

D

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

## PROJECT

Project Numbers-State/Federal ..... : 110611  
Project Title..... : Ketchikan Shipyard Engineering Services  
RFP No..... : **15020**

## OFFEROR (CONTRACTOR)

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

## ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria in Part C):  
☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND>>** ☐ Employment Program or ☐ Disabled Persons

## PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor &amp; Office Location</u>	<u>AK Business License No.</u>	<u>DOT&amp;PF DBE Certification No.</u>
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## CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, and 7) Former Public Officer - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature ..... : \_\_\_\_\_  
Name ..... : \_\_\_\_\_  
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) An Alaska Business License is required of Contractors who do business in Alaska and required before contract award. Proof of application for an Alaska Business license will satisfy this requirement. 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. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
  - c. A canceled check that demonstrates payment for the Alaska business license fee.
  - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
  - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
  - f. 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://www.dced.state.ak.us/occ/home\\_bus\\_licensing.html](http://www.dced.state.ak.us/occ/home_bus_licensing.html).]**

## **CERTIFICATION FOR INSURANCE**

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of the attached Indemnification and Insurance document.

## **CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000**

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee 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 the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor 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.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

**CERTIFICATION - COST AND PRICING DATA**

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 A24 and Article A25.

**CERTIFICATION - FOREIGN CONTRACTING**

For state funded projects: 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. 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 non-responsible, 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 WORK**

### **APPENDIX B.**

#### **Ketchikan Shipyard Repair and Replacement (R&R) Fund Request for Proposal (RFP)**

Alaska Industrial Development and Export Authority (AIDEA) is seeking engineering services to provide a comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan Shipyard. AIDEA prefers one prime contractor with their list of sub-contractors who meet the experience and expertise listed below in order to provide one consolidated report to AIDEA upon completion.

#### **Objective**

The objective of this RFP is to select a qualified contractor to provide a comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan shipyard. The selected contractor will evaluate all fixed infrastructure as part of the inspection including building conditions, site conditions, marine infrastructure (to include the sheet piling and pipe piles), site utilities and surfaces, mechanical and electrical systems and AIDEA supplied equipment. Assumption is that all operations and maintenance (O&M) requirements are met through the repair and replacement of subcomponents to maintain the life cycle of the equipment.

#### **Description of Ship Yard**

The Ketchikan Shipyard is located in Ketchikan, Alaska, adjacent to the Alaska Marine Highway System (AMHS) ferry facility – a parcel of land consisting of three lots created by the Alaska Industrial Development and Export Authority Replat 2014, Ketchikan Recording District, First Judicial District, the State of Alaska, recorded as Plat No. 2014-3. It consists of approximately 25.27 acres of real property, various building, fixtures, various equipment and tools, other personal property and improvements, which include two floating dry docks, an assembly hall/production center, operations office, steel shop and oily water separator. The facilities, equipment and tooling add functional capacity for safe, high-quality, quick response and economical shipyard operations.

#### **Background**

According to the Agreement for the Operation of the Ketchikan Shipyard between AIDEA and Vigor Alaska, AIDEA in consultation with Vigor and using the services of an independent marine engineer/estimator, will establish and periodically update a schedule of all reasonable anticipated necessary maintenance, repair and replacement work for each calendar year that may be required from time to time on the dry-dock and associated facilities and equipment or on the shipyard generally throughout the potential term of the Operation Agreement through November 30, 2035.

Vigor Alaska shall be obligated to undertake maintenance, repair and replacement work on the shipyard, including the dry-dock and associated facilities and equipment, in a manner sufficient to preserve each for its anticipated useful life.

The R&R project schedule shall be re-evaluated and amended by AIDEA, in consultation with Vigor Alaska and using the services of an independent marine engineer/estimator (i) after completion of a stage of the expansion of the shipyard; (ii) if AIDEA or Vigor Alaska become aware of a R&R project not previously or adequately scheduled; or (iii) if the schedule is not otherwise re-evaluated and amended for five (5) years.

A previous maintenance schedule was prepared in 2011. Since then several projects have been completed: a relocated/refurbished oily water separator, new operations center, new assembly hall/production center, new steel shop and a cathodicAIDEA is s protection upgrade project.

### **Expertise Required**

The contractor(s) must have expertise that includes:

1. Electrical, structural, mechanical and marine engineering disciplines
2. Cost estimation
3. Marine related maintenance and materials

### **Appraisal Tasks**

The contractor shall provide the following services:

1. Review operations, maintenance and repair and replacement work performed during the previous year.
2. R&R Project Schedule. Establish and update a schedule of all reasonably anticipated necessary maintenance and repair and replacement work for each calendar year that may be required from time to time on the dry-dock and associated facilities and equipment or on the shipyard generally through 30 November 2035. Include an estimate of all repair or replacement costs and the calendar year when the repair and replacement project will be needed.
3. Review with Vigor Alaska to ensure all items identified by the inspection team are incorporated into Vigor's maintenance program and respond to Vigor questions regarding any inspection team recommendations.
4. Compilation of Field Data. Upon completion of the site visit, each discipline shall prepare a field report to describe general conditions at the facility and identify short and long term maintenance requirements and recommend a schedule for each. Each discipline will also provide an estimate of the remaining life expectancy of infrastructure and offer a recommendation as to when a replacement would be necessary. Categorize each conditions assessment into one of the following: noted code deficiencies requiring immediate attention, regular maintenance requirements, periodic renewal/replacement requirements and total replacement requirements.
5. Cost Estimating. Contractor's cost estimator will work with each discipline lead to identify current unit prices for the various maintenance and work elements and to review and confirm approximate quantities and proposed maintenance frequencies and replacement schedules. The cost estimator will update the 2011 maintenance cost estimate and prepare an updated draft for AIDEA's review.
6. Vigor Alaska will provide the contractor a proposed schedule based on Vigor's review of the operating and maintenance manuals of the various components of the facility. Contractor will ensure all items identified by the inspection team are incorporated into Vigor's schedule and assist with any recommendations the inspection team may have.

7. Draft and Final Reports. Combine all report sections, the Vigor Alaska maintenance schedule and the maintenance cost estimate into a comprehensive draft report of findings for review by AIDEA. Meet with AIDEA to discuss the draft report. Once all parties have commented on the report, prepare a final report for submission to AIDEA.

8. Provide a schedule encompassing all service requirements listed above and the date to which AIDEA can expect the final report. The schedule should include intermediate reviews of the report and a final out brief to both AIDEA and Vigor Alaska.

**Deliverables**

The Contractor will provide a preliminary report within 30 days of the completed inspection, followed by a final report and recommendations within 30 days after receipt of AIDEA's comments. Submit five bound copies and one electronic copy of all draft and final reports. Report will be submitted in MS Word; maintenance schedules and cost estimates shall be submitted in MS Excel, latest versions for both. An electronic copy of all photographs taken in the field will be provided to AIDEA for historical record keeping and comparison with future site conditions.

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# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

Contract No: 15020  
Date Prepared: July 28, 2014

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.

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 Contracting Agency.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. 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 bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

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 Contracting Agency. Limits required are per the following schedule:

**MINIMUM LIMITS OF E&O INSURANCE**

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$ 1,000,000

**ARTICLE D3****MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

**CONTRACTOR RELATED MODIFICATIONS**

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

**PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE**

***When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.***

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
  - ☐ Photogrammetric Mapping Services
  - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

**CONTRACTING OFFICER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



# PROFESSIONAL SERVICES AGREEMENT

Contract No:  
Project No:

Project Title:

SAMPLE

To this Agreement between

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: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

## CONTRACTING AGENCY

Contract Manager

Contracting Officer

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

## ARTICLE 1 - PURPOSE

1.1

## 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

(\$ )

## 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:

#### 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		7
B	Statement of Services		
C	Compensation, plus Exhibits:		
D	Indemnification & Insurance, plus Certificates of Insurance (for the prime CONTRACTOR)		
E	Certification of Compliance (Alaska Licenses/Registrations and Insurance)		1

#### ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

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

Appeals Officer: AIDEA Executive Director  
Authorization: 3 AAC 100

Funding Source:

☐ AIDEA ☐ Other: \_\_\_\_\_

(Check all that apply)

#### 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):

#### 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

## **STATEMENT OF WORK**

### **APPENDIX B.**

#### **Ketchikan Shipyard Repair and Replacement (R&R) Fund Request for Proposal (RFP)**

Alaska Industrial Development and Export Authority (AIDEA) is seeking engineering services to provide a comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan Shipyard. AIDEA prefers one prime contractor with their list of sub-contractors who meet the experience and expertise listed below in order to provide one consolidated report to AIDEA upon completion.

#### **Objective**

The objective of this RFP is to select a qualified contractor to provide a comprehensive condition inspection and develop a maintenance program and cost estimate for the Ketchikan shipyard. The selected contractor will evaluate all fixed infrastructure as part of the inspection including building conditions, site conditions, marine infrastructure (to include the sheet piling and pipe piles), site utilities and surfaces, mechanical and electrical systems and AIDEA supplied equipment. Assumption is that all operations and maintenance (O&M) requirements are met through the repair and replacement of subcomponents to maintain the life cycle of the equipment.

#### **Description of Ship Yard**

The Ketchikan Shipyard is located in Ketchikan, Alaska, adjacent to the Alaska Marine Highway System (AMHS) ferry facility – a parcel of land consisting of three lots created by the Alaska Industrial Development and Export Authority Replat 2014, Ketchikan Recording District, First Judicial District, the State of Alaska, recorded as Plat No. 2014-3. It consists of approximately 25.27 acres of real property, various building, fixtures, various equipment and tools, other personal property and improvements, which include two floating dry docks, an assembly hall/production center, operations office, steel shop and oily water separator. The facilities, equipment and tooling add functional capacity for safe, high-quality, quick response and economical shipyard operations.

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Vigor Alaska shall be obligated to undertake maintenance, repair and replacement work on the shipyard, including the dry-dock and associated facilities and equipment, in a manner sufficient to preserve each for its anticipated useful life.

The R&R project schedule shall be re-evaluated and amended by AIDEA, in consultation with Vigor Alaska and using the services of an independent marine engineer/estimator (i) after completion of a stage of the expansion of the shipyard; (ii) if AIDEA or Vigor Alaska become aware of a R&R project not previously or adequately scheduled; or (iii) if the schedule is not otherwise re-evaluated and amended for five (5) years.

A previous maintenance schedule was prepared in 2011. Since then several projects have been completed: a relocated/refurbished oily water separator, new operations center, new assembly hall/production center, new steel shop and a cathodic AIDEA is s protection upgrade project.

### **Expertise Required**

The contractor(s) must have expertise that includes:

1. Electrical, structural, mechanical and marine engineering disciplines
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### **Appraisal Tasks**

The contractor shall provide the following services:

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2. R&R Project Schedule. Establish and update a schedule of all reasonably anticipated necessary maintenance and repair and replacement work for each calendar year that may be required from time to time on the dry-dock and associated facilities and equipment or on the shipyard generally through 30 November 2035. Include an estimate of all repair or replacement costs and the calendar year when the repair and replacement project will be needed.
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7. Draft and Final Reports. Combine all report sections, the Vigor Alaska maintenance schedule and the maintenance cost estimate into a comprehensive draft report of findings for review by AIDEA. Meet with AIDEA to discuss the draft report. Once all parties have commented on the report, prepare a final report for submission to AIDEA.

8. Provide a schedule encompassing all service requirements listed above and the date to which AIDEA can expect the final report. The schedule should include intermediate reviews of the report and a final out brief to both AIDEA and Vigor Alaska.

**Deliverables**

The Contractor will provide a preliminary report within 30 days of the completed inspection, followed by a final report and recommendations within 30 days after receipt of AIDEA's comments. Submit five bound copies and one electronic copy of all draft and final reports. Report will be submitted in MS Word; maintenance schedules and cost estimates shall be submitted in MS Excel, latest versions for both. An electronic copy of all photographs taken in the field will be provided to AIDEA for historical record keeping and comparison with future site conditions.

# GENERAL CONDITIONS

## APPENDIX A

Contract 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 Industrial Development and Export Authority (AIDEA).

A1.6 CONTRACTING AGENCY - Alaska Industrial Development and Export Authority (AIDEA).

A1.7 Contracting 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 Contract Manager - CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contact with the CONTRACTING AGENCY.

A1.10 Contracts Officer - 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 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 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.

A6.6 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 therefor. 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. 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 Agency's or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding Agency's 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 that 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, less any costs or damages CONTRACTING AGENCY incurs or suffers as a result of CONTRACTOR's failure to perform. If the CONTRACTOR terminates this Agreement for default, the termination will be treated as one for the CONTRACTING AGENCY's convenience and the CONTRACTOR shall be entitled to recover under Article A11.2.

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 that the CONTRACTOR can establish and that 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.

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. 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 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 that 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 not hold the CONTRACTOR and its Subcontractors responsible or liable for any loss or expense 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 must be 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 or transfer any interest in this Agreement, or delegate any duties arising under this Agreement, without the prior written consent of the CONTRACTING AGENCY.

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 that 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 Contracts 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 Contracts 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 Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting 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 that 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 the relief 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 Contracting Officer shall have the right to make written requests to the CONTRACTOR at any time for additional information the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting 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 Contracting 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 Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting 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 of the CONTRACTING AGENCY.

A20.5 Procedures for appeals and hearings are covered under 3 AAC 100.590.

#### **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 any claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR that 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 that in any manner affect those engaged or employed in the performance, or that in any way affect 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.

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 CONTRACTING AGENCY may cancel the contract at no cost.

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 CONTRACTING AGENCY 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 CONTRACTING AGENCY may cancel the contract or subcontract for default at no cost.

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 CONTRACTOR certifies, by submission of its proposal or acceptance of this Agreement, 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 State of Alaska or Federal department or agency. It further agrees by submitting its proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONTRACTOR or any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal.

## **ARTICLE A27 ADDITIONAL PROVISIONS**

None.

*(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)*

# COMPENSATION

## APPENDIX C

Contract No:  
Date Prepared:

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, 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 that do not exceed the costs an ordinarily prudent person would incur 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 that 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	Cost Reimbursement NTP & Billing Summary
Exhibit	C-3	Cost Reimbursement Price Estimate
Exhibit	C-4	Cost Reimbursement Billing Detail Form



# COMPENSATION

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

Contract 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 &amp; 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 in section 7 below.

4.2 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).

4.3 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 will be determined by individual NTPs.

5. **Indirect Cost Rates:**

5.1 Payments for **INDIRECT COSTS** for firms with audits shall be at the rates listed below:

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

5.1.2 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.

5.1.3 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.

5.1.4 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.

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

6.1 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.

6.1.1 **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.:  $\$25 + (1.50 \times \$25) + (.10 \times [\$25 + (1.50 \times \$25)]) = \$68.75$ .

6.1.2 **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.

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

6.2 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).

7. **CAPPED RATES:**

7.1 Direct Labor rates are listed for individuals whose Direct Labor Rate is above \$ \_\_\_\_\_ /hour and whose firm has a current audit with the Agency. Direct Labor rates shall not exceed \$ \_\_\_\_\_ PER HOUR except for the following individuals whose rates are capped (fixed) as listed below in accordance with section 7.3.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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7.2 Billing rates are listed for individuals whose Billing Rate is above \$ \_\_\_\_\_ PER HOUR and whose firm does not have a current audit with the Agency. For Firms that do not have audits, billing rates shall not exceed \$ \_\_\_\_\_ PER HOUR except for the following individuals whose rates are capped (fixed) as listed below in accordance with section 7.3.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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7.3 Capped Direct Labor and Billing rates will remain firm for the first two years of the contract. The contractor must provide a written request for a rate adjustment and any such adjustments will be made off the Consumer Price Index (CPI) for All Urban Consumers, All Items, Anchorage Area. Requests for price adjustments must be made in writing 30 days prior to any renewal option being exercised. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the Authority receives their request. No contract term may be increased more than once during the term.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers, All Items, Anchorage Area. The index can be found at: <http://data.bls.gov/labjava/outside.jsp?survey=cw>.

The Price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year "Annual" column; and each base year thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

The following example indicates how adjustments will be made to the contract pricing: (all price adjustments shall be rounded to equal the pricing structure of the contract in question. The CPI will be adjusted to the same number of decimal places to ensure accuracy).

#### EXAMPLE

Contract renewal date: June 30, 2010  
 Price to be adjusted: \$75 Hourly Rate  
 Adjustment period: Annually

CPI Index in use: CPI-U All Urban Consumers, All Items, Anchorage Area.

#### First Adjustment Period:

<b>Current index:</b> Annual 2010			193.65
<b>Base index:</b> Annual 2009			190.02
<b>Subtract</b> the Base index from the Current index	$193.65 - 190.02$	=	3.63
<b>Divide</b> the result by the Base index	$3.63 / 190.02$	=	.02
<b>Multiply</b> the result by 100 to obtain percentage	$.02 \times 100$	=	2.0%
<b>Multiply</b> the price to be adjusted by the % increase	$\$75.00 \times .02$	=	\$1.50
<b>Add</b> the price to be adjusted to the adjustment amount	$\$75.00 + \$1.50$	=	<b>\$76.50</b>

<b>CPI adjusted price</b> for First Renewal Option	<b>\$76.50</b>
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#### Second Adjustment Period:

<b>Current index:</b> Annual 2011			200.02
<b>Base index:</b> Annual 2009			190.02
<b>Subtract</b> the Base index from the Current index	$200.02 - 190.02$	=	10.00
<b>Divide</b> the result by the Base index	$10.00 / 190.21$	=	.05
<b>Multiply</b> the result by 100 to obtain percentage	$.05 \times 100$	=	5%
<b>Multiply</b> the price to be adjusted by the % increase	$\$75.00 \times .05$	=	\$3.75
<b>Add</b> the price to be adjusted to the adjustment amount	$\$75.00 + \$3.75$	=	<b>\$78.75</b>

<b>CPI adjusted price</b> for Second Annual Renewal Option	<b>\$78.75</b>
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It is important to note that with each price adjustment, the original CPI **Base** index annual range must be compared to the most current CPI index annual range. Equally important is all adjustments will be made to the original contract price. In other words, a price that has been previously adjusted will not be adjusted a second time.

#### 8. SPECIAL CONSIDERATIONS:

- 8.1 Contractor's employees on travel status will be compensated for food and lodging expenses at the State, General Government, rate. For current per diem rates, refer to the State of Alaska Per Diem Rates published on the Division of Finance web site at: <http://doa.alaska.gov/dof/travel/index.html>. (Under "Of Interest" heading, Per Diem Rates, use the applicable State rates for the General Government Bargaining Unit.)  
 Travelers on short-term travel status are eligible for reimbursement of actual lodging expenses. Lodging costs must be reasonable and necessary, and government or other discount rates shall be used. Travelers must submit original itemized commercial lodging receipts with their payment applications. Actual lodging expenses that exceed \$300 per room rate per night must be approved in advance.
- 8.2 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.

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

Contract No: 14-074  
Date Prepared: 4/2/14

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.

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 Contracting Agency.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. 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 bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

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 Contracting Agency. Limits required are per the following schedule:

**MINIMUM LIMITS OF E&O INSURANCE**

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$ 1,000,000

**ARTICLE D3****MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

**CONTRACTOR RELATED MODIFICATIONS**

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

**PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE**

***When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.***

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
  - ☐ Photogrammetric Mapping Services
  - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

**CONTRACTING OFFICER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

# CERTIFICATION OF COMPLIANCE

## APPENDIX E

AIDEA Project No:  
Date Prepared:

### 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 prior to award of a contract to an offeror; 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", 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>.]