



# Alaska Industrial Development and Export Authority

## REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

**A**

### TABLE OF CONTENTS

- Part A - Request for Proposals (RFP)
- Part B - Submittal Checklist
- Part C - Evaluation Criteria
- Part D - Proposal Form
- Attachment #1 - Cost Proposal Form
- Attachment #2 - Former Employee's Certification of Eligibility
- PSA Appendix B, Proposed Statement of Services
- Certification Regarding Debarment
- PSA Appendix D, Indemnification & Insurance
- PSA Appendix E, Certification of Compliance

### Proposed Statement of Services

Other: The purpose of this solicitation is to identify and select a qualified and experienced vendor to provide IDIQ AIDEA Infrastructure Owner's Representative Services. The selected vendor will act on behalf of AIDEA as the Owner's Representative, supporting the Authority in addressing critical permitting, regulatory, technical, financial, and construction-phase requirements associated with infrastructure projects, as directed by the Authority.

### ISSUING OFFICE

Agency Contact & Phone No.....: Kelly Noble, AIDEA Chief Procurement Officer (907)771-3909  
Contracting Division .....: Alaska Industrial Development and Export Authority

### PROJECT

**RFP NUMBER:** **AIDEA26-003**  
**Project Site (City, Village, etc.):** State of Alaska  
**Project Title:** **IDIQ AIDEA Infrastructure Owner's Representative Services**  
**Contract Description:**

The Alaska Industrial Development and Export Authority (AIDEA), hereafter referred to as the Authority, is seeking qualified and experienced vendors to provide professional advisory and Owner's Representative services in support of AIDEA sponsored infrastructure projects. Services may include planning, permitting and regulatory coordination, technical and financial analysis, and project delivery support, as required by the Authority.

### SCHEDULE & PAYMENT

It is anticipated period the period of performance will begin: **February 16, 2026 to February 15, 2027.**

The contract may be extended for up to **three (3) additional one-year** option periods and may be further extended for **additional one-year** periods beyond the initial option years, at the sole discretion of the Authority, and subject to satisfactory performance, availability of funds, continued need for the services, and mutual agreement of the parties.

Estimated amount of proposed contract:

Less than \$100,000       \$500,000 to \$1,000,000  
 \$100,000 to \$500,000       more than \$1,000,000

Proposed Method(s) of Payment:

Fixed Price Plus Expenses (FPPE)       Firm Fixed Price (FFP)       Cost Plus Fixed Fee (CPFF)  
 Other: Time & Expenses (TE) Determined per individual NTPs

### SUBMITTAL DEADLINE AND LOCATION

**OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).**  
**ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.**

DATE: **January 19, 2026**

PREVAILING TIME: **1:00 PM**

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

**Alaska Industrial Development and Export Authority**  
Kelly Noble – AIDEA Chief Procurement Officer  
813 W. Northern Lights Blvd.  
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 or email subject.*

Copies of the Request for Proposal (RFP) may be downloaded (Adobe Acrobat format) from this Online Public Notice website <https://aws.state.ak.us/OnlinePublicNotices/Notices>.

**IMPORTANT NOTICE:** If you downloaded this solicitation from the State's Website, you must self-register for the **Plan Holders list** to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

To be registered as Plan Holder, please go to [www.aideaaeaprourement.org](http://www.aideaaeaprourement.org) and provide the project name & number, company name & contact person, address, phone number & fax number, call 907-771-3909, fax 907-771-3044 or email [procurement@aidea.org](mailto:procurement@aidea.org).

**Offerors must submit proposals in one of the following ways:**

1. Submit **hard copies** of their proposal, in writing, to the procurement officer in a sealed package. If there is a cost proposal requested for the solicitation, the **cost proposal** included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

**Alaska Industrial Development and Export Authority**  
Attention: **Kelly Noble**, AIDEA Chief Procurement Officer  
Request for Proposal (RFP) Number: **AIDEA26-003**  
RFP Title: **IDIQ AIDEA Infrastructure Owner's Representative Services**  
Anchorage, AK 99503

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

**Alaska Industrial Development and Export Authority**  
Attention: **Kelly Noble**, AIDEA Chief Procurement Officer  
813 W. Northern Lights Blvd.  
Anchorage, AK 99503

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

**Alaska Industrial Development and Export Authority**  
813 W. Northern Lights Blvd.  
Anchorage, AK 99503

4. If submitting a proposal **via email**, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [procurement@aidea.org](mailto:procurement@aidea.org) as separate, clearly labeled attachments, such as
  - ✓ The email must contain the RFP number in the subject line.
    - **“Vendor A – Technical Proposal.pdf”** (Must include Part D – Proposal Form); and
    - **“Vendor A – Cost Proposal.pdf”** (Vendor A is the name of the offeror).

The maximum size of a single email (including all text and attachments) that can be received is **20mb** (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission **is not instantaneous**. Similar to sending a hard copy proposal, if you are emailing your proposal, we recommend **sending it ahead of time** to ensure the email delivery meets the deadline for receipt of proposals.

An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

It is the Offeror's responsibility to contact the **AIDEA Chief Procurement Officer** at phone number: **907-771-3909** to confirm that the proposal has been received. **Alaska Industrial Development and Export Authority** is not responsible for unreadable, corrupt, or missing attachments.

## SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). 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 Contracting Agency'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 (AS 36.30.240 & 2 AAC 12.290). 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 (2 AAC 12.260(b)).

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 Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

## NOTICES

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency'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 Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

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 Contracting Agency. The Contracting Agency 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 Contracting Agency 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 (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) 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 Contracting Agency (AS 36.30.230).

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.**

9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. 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, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).

9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.

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 Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract:  is not required  
 is required as shown on DOT&PF Form 25A269.

13. The proposed contract  will  will not be a Federally Assisted Program of the U.S. Department of Transportation. 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 USC 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:  
**N/A**

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An **Alaska Business License** is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling **1-907-465-2550**. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at **(907) 269-0851** or refer to their website <http://www.dot.alaska.gov/cvirts/index.shtml>

15.3 The contract will be initially awarded in an amount in excess of **\$1,000,000.00**. The Contracting Agency reserves the right, at its sole discretion, to increase the total contract amount and extend the contract term through the addition of funds and contract years, subject to availability of funds, continued need for the services, and satisfactory performance.

## SUBMITTAL CHECKLIST

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

**An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).**

- [ ] 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 on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [ ] 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 Agency 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 Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [ ] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, 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 **Labor Billing Rates** as described in **rfp-c Section III – PRICE** Criteria #9. Submission of a Cost Proposal is **mandatory**.

- [ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Professional References, 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 Cost Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **10 pages**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

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, unless otherwise noted.

**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. Not Used.

[ ] 10. Parts A, B and C of RFP and the proposed Statement of Services shall not be returned to the Contracting Agency. **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, Cost 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 Cost Proposals**) required is: **four (4) plus one (1) copy provided via electronic file on a flash drive** if mailed or hand delivered.

[ ] 10.3 If **Cost Proposals** is 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 **Cost Proposal** and the names of the Project and Offeror. Each **Cost 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, DOT&PF Form 25A257, 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 Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency'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 (2 AAC 12.250).

[ ] 12 Document to proof Financial Solvency and ability to conduct business, bound appropriately.

## EVALUATION CRITERIA

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

### SECTION I - TECHNICAL PROPOSAL

#### 1. Objectives and Services

1. Weight: 5

Response must demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Offeror must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

#### 2. Methodology

2. Weight: 10

The response must describe the Offeror's proposed methodology for performing Owner's Representative services under this contract and demonstrate an approach that is flexible, scalable, and adaptable to shifting project assignments as directed by the Authority. The methodology must clearly explain how services will be initiated, transitioned, paused, or reallocated among multiple infrastructure projects over the term of the contract.

At a minimum, the response must address the following:

- Describe the overall approach for delivering Owner's Representative services through planning, permitting, procurement, construction, and closeout phases, including what work will be performed, when and in what sequence, and how services will be adjusted as project needs evolve.
- Explain how the Offeror will manage transitions between projects, including reassignment of staff, transfer of institutional knowledge, continuity of documentation, and maintenance of quality and schedule when projects are added, delayed, suspended, or completed.
- Describe coordination methods with AIDEA, including expected interactions, decision points, reporting, issue escalation, and support required from the Authority to successfully execute the services.
- Address how geographic familiarity, proximity to project sites, and experience working in Alaska and remote or logically constrained environments will contribute to effective permitting support, field oversight, and issue resolution.
- Identify the roles of any proposed subcontractors, the type and amount of work they will perform, and how their services will be integrated and managed within the overall methodology.
- Describe quality control measures and documentation practices that ensure consistency, accuracy, and accountability across multiple projects and task orders.
- Identify any specialized capabilities, tools, equipment, or unique approaches that will be used to enhance efficiency, manage risk, or improve project outcomes.

Offerors are encouraged to propose alternative or innovative methods for executing the proposed Statement of Services that may improve efficiency, responsiveness, or outcomes for the Authority. The methodology should demonstrate the Offeror's ability to function as an extension of AIDEA staff and to provide seamless Owner's Representative support as project priorities change.

#### 3. Management

3. Weight: 5

The response must describe the administrative, management, and operational structure that will be used to perform the services required under this contract. The response must demonstrate a clear, effective, and accountable management approach appropriate for Owner's Representative services supporting multiple infrastructure projects.

At a minimum, the response must address the following:

- Identify the individual who will have overall responsibility and authority for contract performance and serve as AIDEA's primary point of contact.
- Identify key project staff and describe their direct responsibility for specific functional areas, which may include permitting and regulatory coordination, technical and financial analysis, construction oversight, quality control, and field support.
- Describe the lines of authority, decision-making structure, and internal coordination among the Offeror, proposed subcontractors, and project staff.

- Identify any personnel who will serve in “responsible charge,” as applicable under AS 08.48, and provide Alaska professional registration numbers for Architects, Engineers, Land Surveyors, or Landscape Architects, if required for the services proposed.
- Provide an organizational chart specific to the personnel assigned to this contract, clearly illustrating lines of authority and accountability for key services and deliverables.

The response must also describe where contract services will be performed (e.g., office-based, field-based, or hybrid) and explain how effective communication will be maintained between AIDEA, the Project Staff, contractors, regulatory agencies, and other stakeholders, as applicable. The management approach should support ongoing coordination, timely issue resolution, and AIDEA’s ability to review work products in progress.

Offerors must include a concise work plan describing how services will be managed through planning, permitting, procurement, construction, and closeout phases, as directed by the Authority. The work plan must identify key assumptions, anticipated challenges, and contingency measures for addressing schedule changes, permitting delays, construction issues, or changes in project scope.

#### 4. Proposed Project Staff

4. Weight: 5

The response must identify the individuals proposed to perform the following functions, as applicable, as well as any additional professional or technical roles the Offeror deems necessary to successfully perform the required Owner’s Representative services:

- **Contract Manager** – Responsible for overall contract compliance, coordination with the Authority, and administrative oversight.
- **Project Manager / Owner’s Representative Lead** Serves as the single point of contact for the Authority and is directly responsible for day-to-day performance, coordination, and delivery of services.
- **Permitting and Regulatory Lead** Responsible for permitting strategy, regulatory coordination, compliance oversight, and agency engagement.
- **Technical Lead (Engineering / Construction)** Provides technical oversight related to design, constructability, means and methods, and construction phase support.
- **Quality Control / Quality Assurance Manager** Responsible for implementation of quality control procedures, review of work products, and compliance with contract and industry standards.
- **Field Oversight / Construction Support Lead (as applicable)** Provides on-site or field-based monitoring, issue resolution, and coordination during construction activities.
- Offerors may propose **additional specialists (e.g., environmental, financial, or safety professionals)** as necessary based on their proposed approach and anticipated project needs.

\*All personnel acting in responsible charge for Architectural, Engineering, Land Surveying, or Landscape Architecture functions must hold current Alaska registration and must be identified in the proposal. Failure to identify required personnel may result in the proposal being considered **non-responsive**.

For each individual named, the response **must**:

- Describe the work to be performed and the individual’s specific duties and responsibilities under this contract.
- Summarize the individual’s qualifications and directly relevant experience applicable to Owner’s Representative services for infrastructure projects.
- Identify the individual’s employer, professional discipline or job classification, and state of residency; and
- Provide a minimum of three (3) professional references for similar projects, including contact names and telephone numbers.

Responses must be prepared specifically for this solicitation. Marketing resumes, generalized project lists, or firm experience summaries are discouraged. Evaluation will focus on the relevance of each individual’s experience and their demonstrated ability to perform the assigned functions under this contract.

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

The response must demonstrate the respondent's ability to provide sufficient staffing, management capacity, and resources to successfully perform the required Owner's Representative services throughout the term of the contract.

- Discuss current and anticipated time commitments of proposed Project Staff to all clients, including identification of key personnel assigned to this contract and their availability during planning, permitting, and construction phases.
- Describe the projected workload of the Offeror and any proposed subcontractors for all clients and explain how competing commitments will be managed to ensure timely and effective performance.
- Demonstrate that adequate support personnel, facilities, equipment, and technical resources are available to perform the required services, including permitting coordination, technical and financial analysis, field oversight, and quality control, such that permitting activities may begin as early as spring 2026 and be completed by spring 2027, or as otherwise directed by the Authority.
- Provide a list of current contracts with the Contracting Agency in which proposed Project Staff are participating; and
- Include a list of all current and recent contracts statewide with the Authority.

The response must also briefly address the respondent's capability to provide additional services and/or perform services under an accelerated schedule. This shall include a discussion of the firm's capacity to reassign or augment personnel, equipment, and facilities, and adjust staffing levels if project schedules change, services expand, or work is delayed.

**6. Past Performance & Quality Control****6. Weight: 20**

The respondent shall demonstrate relevant, recent, and successful past performance providing Owner's Representative services on complex transportation or public infrastructure projects comparable in size, scope, complexity, delivery method, and environmental conditions to the services required under this solicitation. Experience with construction administration, CM/GC, GMP, or similar cost-certainty delivery methods is highly desirable.

Responses will be evaluated based on the relevance, depth, and demonstrated outcomes of the experience presented.

**a) Past Performance and Relevant Experience. 10 Points**

The response shall include project-specific examples demonstrating experience in the areas listed below. Greater weight will be given to experience that is directly applicable to the Ambler Access Project and Alaska conditions. For each referenced project, respondents shall identify the project name, owner, location, approximate dollar value, duration, delivery method, services performed, and outcomes related to schedule, cost, quality, safety, and risk management.

Experience shall address, as applicable:

- Owner's Representative services on complex infrastructure or construction projects
- Construction contract administration and commercial management, including GMP or similar cost-certainty arrangements
- Cost estimating, cost control, and financial/commercial analysis for large construction projects
- Technical and constructability analysis of contractor-proposed designs, means and methods, and sequencing
- Risk and change management, including identification, evaluation, and mitigation of cost, schedule, and performance risks
- Quality oversight and safety program monitoring
- Permitting and regulatory coordination, including monitoring contractor compliance with approvals and authorizations
- Multi-party coordination among contractors, agencies, and project stakeholders

The Authority reserves the right to verify references and investigate past performance.

**b) Alaska and Cold-Region Experience. 4 Points**

Experience in Alaska, Arctic, or sub-Arctic environments will be a significant evaluation factor.

Respondents shall demonstrate familiarity with conditions such as:

- Remote project locations and logistical constraints
- Cold-weather construction or inspection practices

- Permafrost, unstable soils, or other Alaska-specific geotechnical conditions
- Short construction seasons
- Alaska DOT&PF regional practices and environmental requirements

Respondents shall clearly explain how this experience reduced project risk and supported successful delivery.

**c) Key Personnel Qualifications. 4 Points**

The qualifications and experience of proposed key personnel will be evaluated for suitability to perform the required services.

Key personnel shall meet or exceed the following minimum qualifications:

- Bachelor's degree in civil engineering, construction management, or a related field, or equivalent professional experience
- Minimum of seven (7) to ten (10) years of experience in transportation or public infrastructure construction
- Demonstrated knowledge of construction contracts, DOT&PF Standard Specifications and standards, environmental permitting, and regulatory compliance
- Demonstrated ability in negotiation, communication, and problem solving
- Ability to manage multiple priorities under tight schedules
- Proficiency in project management software (e.g., MS Project, Primavera)
- Experience with public infrastructure financing and reporting requirements

Greater weight may be given to personnel with direct Alaska or cold-region project experience.

**d) Quality Control and Quality Assurance. 2 Points**

Respondents shall describe their Quality Control and Quality Assurance (QC/QA) processes and explain how these processes are implemented during design, preconstruction, and/or construction administration.

Responses shall include concise, project-based examples demonstrating how QC/QA procedures:

- Prevented or resolved issues affecting schedule, cost, quality, safety, or constructability
- Improved coordination and decision-making
- Reduced risk or avoided rework

QC/QA experience on Alaska or cold-region projects will be weighted more favorably.

## SECTION II - PREFERENCES

## 7. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation, and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

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

*"5" More than 5% DBE Participation;*

*"3" - 5% DBE Participation;*

*"1" - Less than 5% but more than 0 % DBE participation;*

*"0" - No DBE participation.*

## 8. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

11. Weight: 10

To be granted this preference:

***Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:***

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

*Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.*

*Rating will be as follows:*

*An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.*

*No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.*

No narrative response to this criterion is required within the Offeror's Proposal.

## SECTION III - PRICE

## 9. Labor Billing Rates (Required Format)

12. Weight: 40

Offerors **must** complete and submit the **Cost Proposal Submittal Form** provided as Attachment #1. Submission of a Cost Proposal is **mandatory**. Offerors shall provide fully burdened hourly billing rates for each job function identified in Attachment #1, including a field hourly rate and a standby hourly rate, as applicable to work performed in rural or remote locations. Rates must include the direct cost of direct labor, all indirect costs, overhead, and profit or fee. No additional markups or surcharges will be allowed unless expressly approved by the Authority.

Only the maximum hourly rate that may be charged for each listed job function, regardless of whether the individual is employed by the Offeror or a proposed Subcontractor, shall be provided. Rates for lower-paid personnel, additional job functions, or staffing adjustments may be addressed during contract negotiations or at the task order level.

Rates and costs proposed by the Offeror selected for contract negotiations may be reviewed for reasonableness and allowability in accordance with AS 36.30.400, AS 36.30.420, AS 36.30.480, 2 AAC 12.550, and the contract cost principles set forth in 48 CFR Part 31. Unsupported rates or costs may be disallowed or may result in termination of negotiations or contract award. All proposed rates and negotiated contract rates shall be public information.

Failure to submit the Price Proposal in the required format or in compliance with page limits or presentation requirements may result in the proposal being deemed **non-responsive** and subject to disqualification. The Authority reserves the right to request clarification of the Cost Proposal and to negotiate rates prior to award and throughout the term of the contract.

1. Contract Manager	(Estimated at ____ % of total labor effort)
2. Project Manager / Owner's Representative Lead	(Estimated at ____ % of total labor effort)
3. Permitting and Regulatory Lead	(Estimated at ____ % of total labor effort)
4. Technical Lead (Engineering / Construction)	(Estimated at ____ % of total labor effort)
5. Quality Control / Quality Assurance Manager	(Estimated at ____ % of total labor effort)
6. Field Oversight / Construction Support Lead	(Estimated at ____ % of total labor effort)
7. Specialists (e.g., environmental)	(Estimated at ____ % of total labor effort)
8. Specialists (e.g., financial)	(Estimated at ____ % of total labor effort)
9. Specialists (e.g., safety professionals)	(Estimated at ____ % of total labor effort)

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

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

(Lowest aggregate rate from all Offerors) x (MPP\*) = Offeror's Criterion Score  
(Offeror's aggregate rate)

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

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

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)..... 5%

and only ONE of the following:

- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] ..... 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] ..... 10%

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



# Alaska Industrial Development and Export Authority PROPOSAL FORM

PART

**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 Title: **IDIQ AIDEA Infrastructure Owner's Representative Services**  
RFP No.: **AIDEA26-003**

## 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 11, 12 & 13 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>

## 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, 7) DBE Commitment, and 8) 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 ..... : \_\_\_\_\_ Date: \_\_\_\_\_

Title ..... : \_\_\_\_\_

Telephone (voice): \_\_\_\_\_

(fax): \_\_\_\_\_

Email Address: \_\_\_\_\_

## CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
  - a. Copy of the Alaska business license.
  - b. A canceled check that demonstrates payment for the Alaska business license fee.
  - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
  - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
  - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (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 Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities 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 registration prior to 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, Land Surveying or Landscape Architecture (reference AS 08.48.241) that 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, Land Surveying, or Landscape Architecture **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, Land Surveying, or Landscape Architecture** 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, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address:**  
<https://www.commerce.alaska.gov/web/cbpl>

## CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

## CERTIFICATION – COST AND PRICING DATA

In accordance with AS 36.30.400, 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.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

## 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 DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

A proposal from a debarred or suspended Offeror shall be rejected. The proposal must be signed and submitted with the attached "Debarment" certification.

## **FINANCIAL SOVENCY AND ABILITY TO CONDUCT BUSINESS**

Both before and after the granting of any contract or agreement under this Request for Proposals the Contractor at all times must be financially solvent and have the ability to conduct business. Any agreement, contract or proposal with the contractor will terminate without notice to the contractor in the event that the contractor:

- (a) was or will be insolvent, as that term is used and defined in Section 101(32) of the United States Bankruptcy Code and Section 2 of the Uniform Fraudulent Transfer Act.
- (b) has unreasonably small capital or is engaged or about to engage in a business or a transaction for which any remaining assets of the contractor or affiliate are unreasonably small.
- (c) by executing, delivering or performing its obligations under any agreements or documents to which it is a party or by taking any action with respect thereto, intends to, nor believes that it will, incur debts beyond its ability to pay them as they mature;
- (d) contemplates filing a petition in bankruptcy or for an arrangement or reorganization or similar proceeding under any law any jurisdiction, or, to the best knowledge of the contractor, is the subject of any actual, pending or threatened bankruptcy, insolvency or similar proceedings under any law of any jurisdiction.
- (e) incurs any suspension and debarment or is declared ineligible or voluntarily excluded as such terms are defined under any of the debarment regulations of any United States federal government agency or department.

### **RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The Contracting Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an Offeror does so, the Contracting Officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision; may be waived by the contracting officer.

The Authority reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

A proposal from a debarred or suspended Offeror shall be rejected.

### **TERMINATION FOR DEFAULT**

If the Project Manager or Contracting Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Alaska Industrial Development and Export Authority may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

### **CERTIFICATION - FOREIGN CONTRACTING**

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

### **CERTIFICATION – FORMER PUBLIC OFFICER**

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

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service.

See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

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



# COST PROPOSAL

Attachment #1

**RFP: AIDEA26-003**

## IDIQ AIDEA Capital Infrastructure Owner's Representative Services

### CONSULTANT:

Company Name:

Company Address:

Alaska Business License No.:

Authorized Representative's printed Name:

Authorized Representative's Signature:

Date Cost Proposal Signed:

Item	Role / Function	Full Name	Not Field Max Hourly Billing Rate	Field Daily Billing Rate
	Contract Manager		\$ -	\$ -
	Project Manager / Owner's Representative Lead		\$ -	\$ -
	Permitting and Regulatory Lead		\$ -	\$ -
	Technical Lead (Engineering / Construction)		\$ -	\$ -
	Quality Control / Quality Assurance Manager		\$ -	\$ -
	Field Oversight / Construction Support Lead		\$ -	\$ -
	specialists (e.g., environmental)		\$ -	\$ -
	specialists (e.g., financial)		\$ -	\$ -
	specialists (e.g., safety professionals)		\$ -	\$ -
	Others		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

The Hourly Rate shown on this form is the cost that will be used for evaluation and award purposes for this IRFP. The hourly rate provided in the successful offeror's cost on Attachment 1: "Cost Proposal" Form will be firm fixed and will be the rate the Contractor shall invoice AIDEA for services.

The hourly rate proposed by the successful Proposer must include all direct and indirect costs associated with the performance of the contract, including total hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, shipping and delivery costs, costs of deliverables, meals and any other associated costs with the performance of this Contract (except travel), whatever rates are proposed must be used consistently throughout the Contract.

Travel to each site will be based on cost and will be submitted with a proposal for a specific site. Travel associated costs to Alaska in the performance of a resulting contract for as needed consulting services will be paid **by AIDEA, if approved**. Travel costs include airfare, transportation, lodging, and per diem only (per diem is capped at \$60 per day, per person). Travel must be approved by the Project Manager prior to executing travel services. The Contractor must provide the Project Manager line item pricing for airfare, transportation, lodging, and per diem, **prior to travel for review/approval**. Airfare, transportation, lodging, and per diem shall be in accordance with Alaska Administrative Manual (AAM) 60. Travel.



**Former Employee's Certification of Eligibility  
Under the Alaska Executive Branch Ethics Act  
(AS 39.52.140, AS 39.52.180)**

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Alaska.

[name of former state employee]

STATE OF ALASKA )  
\_\_\_\_\_  
JUDICIAL DISTRICT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, [name of former state employee], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [her or his] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

Notary Public in and for Alaska  
My commission expires:

*If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.*



# PROPOSED STATEMENT OF SERVICES

Project No: **AIDEA26-003**  
Date Prepared: **01/05/2026**

## **1. Introduction**

The Alaska Industrial Development and Export Authority (AIDEA or the Authority) seeks qualified and experienced professionals to provide Owner's Representative services in support of AIDEA infrastructure projects and may be used for some of AIDEA owned assets. Services may include, but are not limited to, permitting and regulatory coordination, technical and financial analysis, project planning, construction oversight, and other project delivery activities as required by the Authority.

The Authority will consider proposals submitted by individual professionals or consulting firms capable of providing the required services either directly or through qualified subcontractors.

This Request for Proposals (RFP) provides sufficient information for interested Consultant Agency(s) to prepare and submit proposals for consideration. In accordance with 3 AAC 100.120, the Authority intends to make one or more awards **under Indefinite Delivery, Indefinite Quantity (IDIQ) Master Contracts**, with services assigned on an as needed basis through individual task orders, Purchase Orders (POs), or Notices to Proceed (NTPs).

The initial assignment under this contract is anticipated to support the Ambler Access Road Project. However, during the term of the contract, the Authority may transition services to other infrastructure projects or existing AIDEA owned assets as project needs and priorities evolve.

## **2. Type of Contract**

The Authority intends to award **one or more** Indefinite Delivery, Indefinite Quantity (IDIQ) Master Contracts utilizing Labor billable rates and unit-cost pricing, with a contract amount.

The IDIQ Master Contract will establish the general terms and conditions governing performance of services. Specific scopes of work, schedules, fees, billing requirements, payment terms, and other applicable conditions will be defined through individual Purchase Orders (POs) or Notices to Proceed (NTPs) issued by the Authority.

Execution of an IDIQ Master Contract does not guarantee issuance of any Purchase Order, work assignment, or Notice to Proceed, nor does it guarantee any minimum quantity of work. The Authority makes no assurance of future work or reimbursement under this contract. When a Purchase Order is issued, labor rates and costs may be negotiated to determine a fair and reasonable price, and authorized direct expenses may be reimbursable.

Services will be provided on a **time-and-expense basis**, with labor billing rates established through the contract and applied to individual task orders. Specific rate structures, including field work rates, allowable costs, and adjustments for field conditions, will be defined in the Price Proposal Form and finalized through subsequent contract negotiations in accordance with contract terms.

Following contract award, the Authority may assign work to any Consultant selected under the IDIQ Master Contract, at its sole discretion, and may request additional information prior to issuance of a Purchase Order.



# PROPOSED STATEMENT OF SERVICES

Project No: **AIDEA26-003**  
Date Prepared: **01/05/2026**

Services may be performed statewide depending on the task assigned, and travel may be required. Work shall commence only upon issuance of an authorized Purchase Order or Notice to Proceed.

**Travel Expenses:** Contractor employees on authorized travel status shall be reimbursed for meals, incidental expenses, and lodging in accordance with the State of Alaska Administrative Manual (AAM 60), Sections 200, 220, 240, 250, and 260. For determination of Meals and Incidental Expenses (M&IE) rates, contractors **shall use the XE - Executive Schedule**. Current State of Alaska per diem rates are available on the State of Alaska Department of Administration website.

The Authority reserves the right to obtain references from any source identified in the proposal or from other sources deemed appropriate when evaluating qualifications under this solicitation.

### **3. IDIQ Selection Process**

This RFP is intended to establish an IDIQ Master Contract with **multiple** potential awardees.

Consultant Agency(s) shall submit complete Proposals, including all required technical, qualifications, and cost or price information, sufficient to allow the Authority to evaluate proposals and select the most qualified firm(s).

Selection of Consultant Agency(s) will be based on the evaluation criteria established in this RFP and/or any addenda and will be conducted to determine best value to the Authority.

The Authority reserves the right to select Consultant Agency(s) for award of an IDIQ Master Contract using the following method:

- Final ranking of all Proposals based on the initial response to this RFP
- Evaluation of cost or price information submitted with the Proposal
- Consideration of requested labor categories, examples of which are provided at the end of this document

The Authority reserves the right to make multiple awards, to negotiate with one or more proposers, and to award contracts in the best interest of the Authority.

### **4. Background**

The Alaska Industrial Development and Export Authority (AIDEA) seeks professional Owner's Representative services to support the planning, permitting, financial analysis, quality oversight, project viability, pre-construction, and delivery of infrastructure projects and AIDEA owned assets. The selected Owner's Representative will act on behalf of AIDEA to provide technical, financial, regulatory, and construction-phase oversight necessary to ensure successful project outcomes.

The initial assignment under this contract is anticipated to support the Ambler Access Road Project. However, AIDEA may, at its discretion, transition the Owner's Representative services to other infrastructure projects as needed, such as West Susitna Access, or to existing AIDEA Owned and operated asset, without requiring contract amendment. Services shall be provided on an as-needed basis in accordance with AIDEA priorities.

# PROPOSED STATEMENT OF SERVICES

Project No: **AIDEA26-003**  
Date Prepared: **01/05/2026**

## **5. Role and Responsibilities**

The Owner's Representative shall support AIDEA across all phases of project development and delivery, including pre-construction, permitting, procurement, construction, and closeout. Responsibilities include managing and coordinating technical and financial analyses, quality control, constructability and viability reviews, and construction oversight to support timely, cost-effective, and compliant project execution.

## **6. Scope of Services**

The Consultant Agency(s) shall provide Owner's Representative professional services in support of the Ambler Access Project, and other Authority projects or AIDEA owned assets as directed by the Owner.

Services may be required during planning, procurement, pre-construction, construction, and operations, and may include, but are not limited to, the following:

- **Permitting and Regulatory Support**
  - Advise the Owner on permitting requirements and regulatory compliance throughout all phases of the project.
  - Assist with coordination among regulatory agencies to support compliance with approved permits, authorizations, and conditions.
  - Support responsible development activities, including impact studies, data collection, documentation, and regulatory reporting as required.
  - Assist in managing and monitoring contractor compliance with applicable permits and regulatory approvals.
- **Technical, Commercial, and Financial Oversight**
  - Assist in developing, reviewing, and validating project cost estimates across all phases of the project.
  - Analyze contractor's proposed designs, means and methods, sequencing, and construction approaches, and advise on technical feasibility, cost realism, and financial prudence.
  - Assist in the development and review of construction business plans to assess commercial viability and financial feasibility.
  - Provide input and recommendations regarding financing approaches, funding considerations, and risk allocation in coordination with AIDEA management.
- **Procurement and Contract Administration Support**
  - Assist with pre-solicitation activities, procurement planning, and bid support, as requested by the Owner.
  - Support post-award management and administration of contractors and consultants.
  - Serve as a liaison between AIDEA, contractors, consultants, and regulatory agencies during procurement and contract execution.
  - Assist the Owner during negotiation and execution of Guaranteed Maximum Price (GMP) construction contracts, including review of commercial terms, schedules, and incentive provisions.

# PROPOSED STATEMENT OF SERVICES

Project No: **AIDEA26-003**  
Date Prepared: **01/05/2026**

- Review contractors change requests and provide recommendations regarding entitlement, cost, and schedule impacts.
- **Construction and Field Oversight**
  - Monitor and report on construction progress and field activities to verify compliance with contract requirements, schedules, and approved plans.
  - Identify, document, and communicate field issues and risks that may affect project schedule, cost, quality, or safety.
  - Assist with coordination and resolution of construction issues to minimize delays, cost overruns, and unnecessary change orders.
  - Perform on-site or field-based monitoring of work performance as required by the Owner.
- **Quality and Safety Oversight**
  - Provide oversight of contractor quality control and safety programs through monitoring, reporting, and coordination.
  - Serve in a quality oversight role during construction to help ensure work is performed in accordance with contract requirements, industry standards, and applicable regulations.
  - Support the development, review, and adaptation of project specific health and safety plans.
  - Promote safe, professional, and compliant work practices throughout the duration of assigned tasks.

## 7. Transition Between Projects

AIDEA anticipates that Owner's Representative services may transition between projects over the term of the contract. The selected vendor shall demonstrate the ability to:

- Transition seamlessly from the Ambler Access Road Project to other infrastructure projects or to active AIDEA-owned assets without disruption to service quality or continuity.
- Reassign or augment staff as project priorities change, including shifts from greenfield development to operational asset support.
- Maintain continuity of documentation, institutional knowledge, and quality control during project transitions.
- Adapt services to differing project types, including access roads, industrial infrastructure, and operating facilities.

## 8. Proposed Contract Schedule

The base period of this contract shall be from **February 16, 2026 through February 15, 2027**, with up to **three (3) additional one-year** option periods, and may be further extended for additional one-year periods beyond the initial option years, at the sole discretion of the Authority, subject to satisfactory performance, availability of funds, and continued need for the services.

The Term Agreement will be initially awarded in an amount of **more than \$1,000,000.00**. The Authority may issue Notices to Proceed (NTPs) to more than one contractor under this contract.



# PROPOSED STATEMENT OF SERVICES

Project No: **AIDEA26-003**  
Date Prepared: **01/05/2026**

## **9. Administrative Requirements**

The Contractor shall not perform services or incur billable expense except as authorized by issued Notice to Proceed (NTP).

The Contractor shall be responsible for all tasks and services authorized by the Notice to Proceed (NTP) signed by the designee established by the Authority and shall provide such services in accordance with the project schedule.

**Submittal Requirements.** Deliverables should be compatible with standard commercial software and submitted in PDF.

**The following are examples of Proposed Project Staff:**

1. Contract Manager
2. Project Manager / Owner's Representative Lead
3. Permitting and Regulatory Lead
4. Technical Lead (Engineering / Construction)
5. Quality Control / Quality Assurance Manager
6. Field Oversight / Construction Support Lead
7. Specialists (e.g., environmental)
8. Specialists (e.g., financial)
9. Specialists (e.g., safety professionals)

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## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **CERTIFICATION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name PR/Award or Project Name

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Name and Title

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Signature Date

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

Project No: AIDEA26-003  
Date Prepared: 12/31/2025

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

### ARTICLE D1 INDEMNIFICATION

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

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

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

### ARTICLE D2 INSURANCE

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

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

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

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

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

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

**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

\$

**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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

# CERTIFICATION OF COMPLIANCE

## APPENDIX E

Project No: **AIDEA26-003**  
Date Prepared: **12/31/2025**

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

1. For Procurements over the Small Procurement Limits, **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering, Land Surveying or Landscape Architecture (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, Land Surveying, or Landscape Architecture (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 Architecture, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) that 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. The Contractor certifies that firms or individuals **debarred or suspended by the Department, State or Federal agencies** are not employed or subcontracted under this Professional Services Agreement.

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

**I certify that I am a duly authorized representative of the Contractor and that the above requirements 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.**

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

Date

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