



ALASKA
NATIVE
HERITAGE
CENTER

**INVITATION TO BID
FOR
ANHC HALL OF CULTURES CONSTRUCTION SERVICES**

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| Issue Date: January 2, 2024 | ITB # 32-113B | Commodity: Construction Services |
| Date/Time of Closing: January 31, 2024 | Point of Contact: Gregory Stewart | Contact Information: (907)-802-0441, gstewart@alaskanative.net |
| Anticipated Number of Awards: 1 | Anticipated Value of Award: \$1,250,000 - \$1,750,000 | Anticipated Period of Performance: 02/08/2024 – 04/30/2024 |

The Alaska Native Heritage Center is seeking proposals from qualified Offerors to provide construction services in support of the Hall of Cultures renovation at the Alaska Native Heritage Center (8800 Heritage Center Drive, Anchorage AK 99504).

ITB Schedule:

Advertise ITB: January 2, 2024

Pre-bid conference (held via Zoom): January 15, 2024 at 10:00AM AKST

Deadline for questions: January 18, 2024

Bid Due date: January 31, 2024 at 3:00PM AKST

Anticipated award: February 9, 2024

Pre-bid teleconference/Zoom:

<https://us06web.zoom.us/j/84756010961?pwd=LzNGVjVSRGNpWlF0SU5yRkk3R015Zz09>

Meeting ID: 282973 160 993

Passcode: iJDSNQ

One tap mobile

+12532158782,,84756010961#,,,,*511813# US (Tacoma)

+13462487799,,84756010961#,,,,*511813# US (Houston)

1. BACKGROUND

Alaska Native Heritage Center (ANHC)

ANHC was created by a unanimous vote of the Alaska Federation of Natives in 1987. Two years later, ANHC became an officially incorporated 501(c)(3) non-profit organization. Since then, ANHC has provided a wide range of programming to the public, including an award-winning High School Program for Alaska Native teens, a middle school program for at-risk Alaska Native youth, and a summer youth program. ANHC delivers meaningful engagements, authentic exhibits, and dynamic materials that generate compassion for, and comprehension of, the histories, cultures, and lived experiences of the Alaska Native community.

ANHC envisions a world where Alaska Native people and cultures are thriving, respected, and valued; and has a mission to preserve and strengthen the traditions, languages, and art of Alaska Native people through statewide collaboration, celebration, and education. The organization was deemed one of America's Cultural Treasures by the Ford Foundation in 2020.

The cultural tourism experiences at ANHC, which usually draw an average of 50,000 people to the facility per year in a normal, non-pandemic year, are supplemented by multidisciplinary programmatic work executed by a staff that is largely comprised of individuals from the Alaska Native and American Indian community. Alaska Native people from the statewide community gather at ANHC for events such as dance practices, canoe building workshops, spiritual gatherings, educational programming, and celebrations of all sorts.

ANHC has been awarded grants from multiple sources, including the Economic Development Administration and Rasmuson Foundation, to execute a construction project to renovate the Hall of Cultures within the facility. Work includes replacement of floors, modification of walls, installation of signage, and modification to the lighting within the facility.

MCG Explore Design and Coffman Engineers have developed the 100% design documents for this work (included with this ITB). The design includes a base scope and several alternates described within the Division 01 Specifications. Bidders shall provide pricing for each of these on Attachment E Sealed Proposer Offer and Signature Form.

ANHC is the sole solicitor of services and shall be referred to throughout this document as "Solicitor."

I. PROPOSAL TERMS AND CONDITIONS

A. Contract Document.

- a. This ITB, its addenda(s), attachments, Offeror's proposal, any additional information requested, negotiated changes, and the final awarded contract will constitute the final contract hereafter referred to as this "Contract." These documents will be incorporated by reference into Solicitor Purchase Order(s) that award the Contract. This Contract shall be governed by the contract documents in the following order of precedence:

- b. The Agreement between the two parties will be the AIA Document A104 – 2017, Owner-Contractor Standard Abbreviated Agreement and AIA A201- 2017 General Conditions, which are available for review here: <https://www.aiacontracts.org/contract-documents/25121-owner-contractor-agreements>.
- c. Any negotiated changes to the foregoing documents.
- d. Offeror’s proposal.

B. Copies of Contract Documents.

- a. If Offeror is awarded the Contract, Offeror will receive electronic copies of all documents. All original documents will be maintained at the Solicitor’s offices. If Offeror requires a certified copy of any document to which Offeror is entitled, Solicitor’s office will accommodate that request.

C. Proposal Binding for 120 Days.

- a. Offeror agrees its proposal shall be binding and may not be withdrawn for a period of 120 calendar days after the scheduled closing date of this ITB.

D. Offeror Obligation.

- a. Offeror shall carefully examine the contents of this ITB, attached design documents and any subsequent addenda. Failure to do so shall not relieve Offeror of its obligation to fulfill the requirements of any contract awarded as a result of this ITB.

E. Conditions of Work.

- a. Offeror shall inform itself fully of the conditions related to services required herein. Failure to do so will not relieve Offeror of the obligation to furnish all goods and/or services necessary to carry out the provisions of this Contract.

F. Offeror Representations and Acknowledgements.

- a. The attached “Offeror Representations and Acknowledgements” at Attachment B to this ITB shall be executed by Offeror and is to be submitted with Offeror’s Proposal. The requirements set forth on this form shall be considered to be binding terms and conditions in any contract resulting from this ITB. A contract will not be awarded to an Offeror who has not signed Offeror Representations and Acknowledgements.

G. Davis Bacon Wages.

- a. This project is federally funded and includes Davis-Bacon requirements. Proof of prevailing wage rates must be paid to workers.

II. SCOPE OF WORK. The purpose of this ITB is to solicit proposals to establish a contract for the provision for construction services.

A. Specific Requirements

- a. Services to be provided include, but are not limited to, the following:
Renovate approximately 18,250 square feet of the Alaska Native Heritage Center including flooring and cove base, remove windows and doors and replace with walls, and install and paint interior walls and install casework. Replace existing bathrooms with collections storage space. Modify glycol

pipng. Upgrade HVAC, wayfinding signage, lighting, water/waste piping, sprinkler/alarm system, electrical, and telecom systems throughout the facility to accommodate the renovations. Offerors should carefully review the attached Design Documents a prepared by MCG Explore Design and Coffman Engineers to understand the base scope of work and proposed alternates.

- B. Contact with Solicitor Staff, Representatives, and/or Agents.** Direct contact with Solicitor staff, representatives, and/or agents other than the President, Director of Finance, Director of Operations, and Senior Manager of Grants on the subject of this ITB or any subject related to this ITB is expressly prohibited except with the prior knowledge and permission of the above-mentioned staff or designated representative.
- C. Pre-Proposal Conference.** A pre-proposal conference will be held via Zoom on **January 15, 2024, at 10:00 AM AKST**. This conference is intended for potential Offerors to inquire with ANHC staff about any questions regarding this ITB. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the proposal will be formally addressed by ANHC staff via addenda. Attending this conference is not mandatory, but is advisable.
- D. Questions.** Offerors must submit questions regarding the Request for Proposals in writing to Solicitor via email to gstewart@alaskanative.net no later than **January 20, 2024**. Necessary replies will be issued to all Offerors of Record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the proposal documents. Offeror is responsible for checking with Solicitor within 48 hours prior to proposal closing to secure any addenda issued for this ITB.
- E. Changes or Modifications.** Changes or modifications to this ITB made prior to the date and time of closing shall be addressed via addenda from Solicitor. Oral communications are not a part of the proposal documents. This ITB and any addenda shall be incorporated by reference, into any resulting contract.
- F. ITB Closing.** Offeror shall ensure its proposal is received by Solicitor no later than the **January 31, 2024 at 3:00PM AKST**. Proposals received after the specified date and time will not be considered and will be returned to Offeror unopened.
- G. Proposal Submittal Requirements:**
- a. Each proposal shall be submitted to Solicitor via hard copy or e-mail to 8800 Heritage Center Drive, Anchorage, AK 99504 or gstewart@alaskanative.net. Submissions shall include the following:
 - i. Acknowledgement of any addenda received.
 - ii. Proposals are to be organized according to the following sections:
 - Transmittal Letter with signature and contact information for individual authorized to bind the company
 - Qualifications and Similar Project Experience
 - Key Personnel Resumes
 - Project Approach
 - Capacity and Ability to Meet Project Schedule

- i. All proposal pages must be numbered. There is not a page limit, but concise submissions are requested.
 - ii. Attachment B: Offeror Representations and Acknowledgements
 - iii. Attachment C: Submittal Form
 - iv. Attachment D: Optional Conflict of Interest Disclosure
 - v. Attachment E: Sealed Proposer Offer and Signature Form (if emailing proposal, send this attachment as a separate PDF)
 - vi. Bid Bond (5%) (send with Sealed Proposer Offer)
 - vii. Any exceptions to information provided in this RFP or alternative approaches which the Offeror wishes to express.
- b. Proposals must be submitted utilizing the following requirements:
- i. Offerors shall submit proposals in a labeled envelope or package with the ITB number and the name and address of Offeror. Proposals may be submitted via mail or in person to 8800 Heritage Center Drive, Anchorage AK 99504 or submitted via email with the subject line “ITB # 32-113B” to gstewart@alaskanative.net.
 - ii. If submitting proposal via mail or delivering in person, please include two bound hard copies and a flash drive with electronic proposal.
 - iii. All proposals must be received, and time stamped no later than **3:00 PM Alaska time on the closing date of this ITB**. Any proposal received after the specified date will not be considered and will be returned to Offeror.
 - iv. Proposals must include all elements noted in the “Preparation of Proposals” section below.
 - v. Offerors should include a statement indicating if any proprietary information is contained within their proposal.
 - vi. Offerors are encouraged to submit proposals on recycled paper and to use double sided printing.
 - vii. Offerors should be thorough in addressing the Specific Requirements and the Proposal Submittal Requirements as outlined in this ITB.

H. Preparation of Proposals

- a. **Transmittal Letter** - Describe why Offeror is the best candidate to provide Solicitor with the services requested in this ITB. Include name and contact information of Offeror’s Contract Representative for the following functions:
 - i. Contact person for prompt contract administration upon award of the contract.
 - ii. Contact person during the period of evaluation.
 - iii. Authorized agent to accept any notices provided for in this Contract.
- b. **Qualifications and Similar Project Experience** – Provide a Statement of Offeror’s financial strength and capability to perform this project.
Project Experience: Describe a minimum of (5) previous projects for which Offeror has completed construction services comparable to those described in

this ITB. Project descriptions should include, but are not limited to the following:

- i. Project title, client, location, cost, size (SF), scope of work, date work started/completed
- ii. Client Reference: Contact name, title, company, email, and telephone number

Claims History: Disclose any past or ongoing claims related to construction projects filed against Offeror within the past 10 years.

Licenses: Provide a copy State of Alaska business license, contractor's license, and a detailed list of licenses held, including license class and number.

- c. **Key Personnel Resumes** – Include an organization chart for proposed project team and describe team management structure. Provide resumes for proposed key personnel who will be managing and performing the services under this Contract (2 pages maximum per person). Resumes should include name, role on project team, education, certifications/licenses, and relevant project experience.
- d. **Project Approach** – Provide a detailed description of Offeror's approach to performing the Scope of Work this Contract.
 - i. Provide a brief overview of the project, including its objectives, scope, and any unique considerations or challenges.
 - ii. Describe the approach and methodology that the Offeror will employ to successfully execute the project. Describe key processes, techniques, or tools that will be utilized.
 - iii. Describe how the Offeror will work around the existing ANHC operations and scheduled events in the facility.
 - iv. Describe the Offeror's approach to ensuring the quality of work throughout the project (ie. quality assurance processes, inspections, testing, and adherence to relevant industry standards or certifications).
 - v. Explain the Offeror's plans to foster effective communication and collaboration among project stakeholders, including the client, subcontractors, suppliers, and any other relevant parties.
 - vi. Reiterate the Offeror's commitment to delivering a successful project on time, within budget, and meeting the client's requirements and expectation.
 - vii. Describe best practice approaches to providing services to Solicitor that enhance efficiency and effectiveness. Innovative solutions will be considered by Solicitor.
- e. **Capacity and Ability to Meet Schedule**
 - i. Prepare a schedule for this Scope of Work that includes a clear timeline and sequence of activities, key milestones. Note there are events scheduled at ANHC that may disrupt construction. January 19-22 and February 6-7 are such times. The facility will be closed to the public February 8 through April 30.
 - ii. Provide information on Offeror's current contract commitments and

capacity of key personnel to perform this work according to the proposed performance schedule.

I. Proposal Scoring – The following numerical scale will be used to evaluate the proposal:

| Selection Criterion Scoring | Maximum Points |
|---|-----------------------|
| Qualifications and Similar Project Experience | 25 |
| Key Personnel Resumes | 20 |
| Project Approach | 35 |
| Capacity and Ability to Meet Schedule | 20 |
| Price Proposal with Bid Alternates | 100 |
| <hr/> | |
| Total Possible Points | 200 |

J. Procedure for Evaluation of Proposals

- a. Solicitor will review and score the proposals according to the Selection Criterion. Solicitor reserves the right to request additional information or presentations from top scoring Offerors.
- b. Solicitor shall negotiate with Offerors, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to Solicitor can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to both parties, the award shall be made to that Offeror. If not, negotiations with Offeror ranked first shall be formally terminated and negotiations shall be conducted with Offeror ranked second.
- c. This process shall continue until a contract acceptable to Solicitor can be negotiated and awarded.
- d. Points for the price portion of the scoring will be calculated as follows: The cost for the base bid plus selected alternates shall be added together to provide a total price proposal. The total price proposal of all the responsive proposers will be compared. The responsive proposer with the lowest total price proposal will receive 100% of the available pricing points (100 points). Other responsive proposers will receive a portion of the maximum points based on their relation to the lowest responsive proposer. For example: If two contractors propose and Contractor A proposes \$1.3M, the lowest total price proposal and Contractor B proposes \$1.5M the points awarded would be as follows:

Contractor A will be awarded the maximum 100 points.

Contractor B will receive 86.6 points as calculated below:

$$\text{Price Score} = \text{Price Weight} * (\text{Lowest Price} / \text{Current Proposal Price})$$

Price points will be added to qualification points to rank bidders.

K. Award

- a. Solicitor intends to award a contract to one fully qualified Offeror submitting the best proposal based on the criteria set forth herein and as determined by Solicitor in its sole discretion.

DISPOSITION OF PROPOSALS. ALL MATERIALS SUBMITTED IN RESPONSE TO THIS ITB WILL BECOME PROPERTY OF SOLICITOR. ONE (1) COPY OF EACH PROPOSAL WILL BE RETAINED FOR OFFICIAL FILES.

ATTACHMENT A – INSURANCE REQUIREMENTS

ALASKA NATIVE HERITAGE CENTER INSTRUCTIONS AND INFORMATION FOR COMPLYING WITH INSURANCE REQUIREMENTS

This information is to assist Offeror with understanding the insurance requirements of the Alaska Native Heritage Center. Offerors are encouraged to share this information with insurance agents and brokers.

A. Agreement/Reference.

- a. All evidence of insurance must identify the nature of your business with the Alaska Native Heritage Center. Clearly show any assigned number of a bid, contract, lease, permit etc. or give the project name and the job site or street address to ensure that your insurance is properly assigned to the correct project. **It is important that you provide the types of coverage and minimum dollar amounts specified in the ITB document.** Failure to provide the requested amounts may lead to disqualification and/or increase processing time.

B. When to Submit.

- a. Normally no work may begin until the certificate of insurance (COI) with proper endorsement has been received. It is important that the certificate and endorsement be provided as early as practicable. Design Professionals coverage for construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

C. Acceptable Evidence and Approval.

- a. Proof of insurance is normally provided on an industry form known as the ACORD Certificate of Insurance. Insurance industry certificates other than the ACORD may be accepted after review. In addition to the ACORD form, an Insured Endorsement naming the Alaska Native Heritage Center as an additional insured that has been completed by your insurance company or its designee must be attached to the COI. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the Alaska Native Heritage Center is an automatic or blanket additional insured and the substantiating endorsement must be attached. Attaching the section of the insurance policy covering contractual additional insureds may be used until the actual endorsement is received. All evidence of insurance must be authorized for the insurance provider by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.
- b. Acceptable alternatives to **ACORD Certificates and other Insurance Certificates**:
 - i. A copy of the full insurance policy.
 - ii. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.
 - iii. **Self-Insured** Offeror must submit for review to the Alaska Native Heritage Center documentation of its financial ability to self-insure for each coverage required. (see paragraph 6 below).
- c. Additional Insured Endorsements DO NOT apply to the following:
 - i. Indication of compliance with statute, such as Workers' Compensation Law.

D. Renewal.

- a. Upon renewal of any insurance policy, it is the responsibility of Offeror to provide the updated ACORD Certificate of Insurance or other acceptable documentation to The Alaska Native Heritage Center. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

E. Cancellation.

- a. Offeror must inform the Alaska Native Heritage Center thirty (30) days before insurance is cancelled or not renewed. The requirement for the insurance company to inform the additional insureds is not enforceable. Failure to inform must be considered a substantive violation of the contract and could result in the contract being cancelled.

F. Alternative Programs/Self-Insurance.

- a. Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the Alaska Native Heritage Center has reviewed the relevant documents. If Offeror wishes to satisfy insurance requirements as a self-insured party, Offeror must receive written permission from the Alaska Native Heritage Center after submitting a request to gstewart@alaskanative.net.

G. General Liability.

- a. Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CG 00 01 04/13, written on an occurrence basis with policy limits of not less than:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Personal & Advertising Injury
 - iii. \$2,000,000 General Aggregate with Per Project General Aggregate Endorsement
 - iv. \$2,000,000 Products/Completed Operations Aggregate
- b. The Commercial General Liability policy shall not contain an exclusion or restriction of coverage for any of the following:
 - i. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;
 - ii. No limitation by endorsement or otherwise of Contractual Liability coverage, including the definition of Insured Contract and the contractual liability exception to the employers liability exclusion;
 - iii. Claims related to bodily injury or property damage arising out of completed operations.

H. Automobile Liability Insurance.

- a. Coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01, written on an occurrence basis to apply to “any auto” or

at a minimum “all owned, hired and non-owned autos”, with policy limits of not less than:

- i. \$1,000,000 per accident, for bodily injury, death of any person and property damage
- b. The Business Auto policy shall not contain an exclusion or restriction of coverage for any of the following:
 - i. Claims related to any statutorily required automobile coverage.

I. Workers’ Compensation and Employer’s Liability Insurance.

- a. All Contractors of every tier shall provide coverage for industrial injury to their employees (or leased / borrowed employees as applicable) in strict accordance with the provisions of the State in which project work is performed or where jurisdiction is deemed to be applicable. Workers’ Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime – Jones Act, etc.) basis as required in the applicable jurisdiction.
 - i. Minimum Limits of Liability, Not Less than;
 - ii. Workers Compensation: Statutory
 - iii. Employers Liability:
 1. \$1,000,000 Bodily Injury by Accident – Each Accident
 2. \$1,000,000 Bodily Injury by Disease – Total Limit
 3. \$1,000,000 Bodily Injury by Disease – Each Employee
- b. All Contractors are required to furnish Workers’ Compensation Insurance, notwithstanding any statutory exemptions. This includes but is not limited to sole proprietors, partners, executive officers, and limited liability companies. For states that do not require Worker’s Compensation coverage, Owner/Operators shall elect into coverage under the Workers Compensation laws of the governing state.
- c. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on Alaska Native Heritage Center premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer’s right to recover (from the Alaska Native Heritage Center) any workers’ compensation paid to an injured employee of Offeror.

J. Property Insurance

- a. Contractor is solely responsible for loss or damage to its personal property including, without limitation; tools, equipment, scaffolding, vehicles, temporary structures or property or materials created or provided under the Professional Services Contract until delivered and accepted or installed at the Project Site. Any insurance provided by Contractor shall include a waiver of subrogation from insurers in favor of Offeror and Solicitor.

K. Surety or Bond.

- a. Performance and Payment Bonds are required in an amount equal to 100% of the total Bid Price. Use AIA Payment and Performance Bond forms A312-2010. All

costs for Payment and Performance Bonds shall be included in the Total Stipulated Sum Bid Price.

L. Builders Risk Insurance

- a. The Contractor is required to provide non-reporting builders Risk Insurance coverage for up to the replacement value of the construction work.

M. Other Provisions

- a. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.
- b. To the fullest extent of coverage allowed under applicable law, all those listed below shall be named as additional insured on a primary and non-contributory basis for all required lines of coverage except Statutory Workers Compensation, Employers Liability and Professional Liability.
 - i. Any other person or organization that Offeror agrees in a written contract or agreement with the Alaska Native Heritage Center to include as an additional insured.
- c. Contractor hereby waives all rights of recovery against all those listed above. Contractor shall require all insurance policies related to the Work secured by Contractor to include clauses providing that each insurer waives all rights of recovery by subrogation or otherwise against all persons or entities even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.
- d. Additional Insured and Primary/Non-Contributory status shall be for all limits available, not limited to the minimum acceptable as required herein. Contractor's insurance shall be Primary as respects to Offeror and Solicitor, and any other insurance maintained by Offeror and Solicitor shall be excess and not contributing insurance with Contractor's insurance until such time as all limits under the Contractor's insurance policies have been exhausted.
- e. In the event that any policy provided in compliance with this attachment states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the parties agree that nothing in this Agreement is intended to restrict or limit the breadth of such coverage or limits available.
- f. The Additional Insured, Primary / Non-Contributory and Waiver of Subrogation coverage form or endorsements shall remain in full force and effect for the term of the contract plus the applicable statute of repose, or the amount of time Offeror is legally liable for the work, whichever is longer.
- g. In the event where the General Liability, Automobile Liability, and/or Employers Liability Limits cannot be met, Umbrella/Excess Liability may be used to meet the required limits. Coverage must be on a follow form basis and be Primary / Non-Contributory as noted above.
- h. All required insurance shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction

where the Project is located, and such insurance companies shall have an A.M. Best rating of A-VII or greater.

- i. The Contractor shall disclose to the Offeror any deductible or self-insured retention applicable to any insurance required to be provided by the Contractor.
- j. Contractor shall be fully and financially responsible for all deductibles, self-insured retentions, or the insolvency of any insurer and all costs and expenses of securing any collection of insurance proceeds arising out of or related to Contractor's work or liability.
- k. It is the Contractor's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for any liability coverages for all tiers of sub-contractors or sub-consultants. For any coverage required herein where the Contractor shall name Offeror and Solicitor as additional insured(s) the Contractor shall require sub-contractors to make as additional insured(s).
- l. If Contractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Offeror may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate this Contractor or secure such policies or policies of insurance for the account of Contractor and charge Contractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Offeror to Contractor. Neither the Offeror's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Offeror on behalf of or for the benefit of Contractor or others to determine or warrant that such policies are in effect.
- m. Contractor shall provide certificates of insurance acceptable to Offeror evidencing compliance with the requirements herein at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Offeror or Solicitor's written request. An additional certificate evidencing continuation of coverage, including coverage for completed operations, shall be submitted with the final application for payment. The policy forms or endorsements evidencing Additional Insured status, Primary/Non-Contributory Coverage and Waiver of Subrogation or Transfer of Rights of Recovery must be attached to the certificate of insurance.
- n. If requested by the Solicitor, Contractor shall provide a certified and true copy of any or all policies.
- o. Offeror does not warrant or represent that such coverages and limits required herein are appropriate or adequate to protect Contractor. Neither Offeror's specification nor approval of the insurance in this document shall be construed to relieve Contractor from liability in excess of such limits. Contractor may, at its expense, purchase larger coverage amounts.
- p. Acceptance of the certificates or endorsements by the Solicitor shall not constitute a waiver of Contractor's obligations hereunder.
- q. In the event of a breach of any contracts associated with this invitation to bid, the contracting agency is entitled to liquidated damages in the amount of \$3,000 per day.

N. Hold Harmless/Indemnification

- r. Professional Responsibility of Offeror.
 - i. Offeror agrees, for itself, its agents, servants, and employees, to perform all work hereunder or associated herewith in accordance with any and all applicable professional standards and in accordance with general industry practice and principles.
 - ii. As to all matters of professional responsibility, Offeror agrees to indemnify and hold harmless Solicitor and its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses or other expenses suffered by any indemnified part or entity as the result of any claim to the extent it is found to have been caused by the negligent acts, errors, or omissions of Offeror, or those for whom Offeror is legally liable.
 - iii. With the prior approval of Solicitor, Offeror may assume the defense of any such professional liability claim(s) made against Solicitor, its agents, volunteers, servants, employees, or officials.
- s. General Responsibility of Offeror.
 - i. As to all matters of liability related to or arising out of this Contract other than professional liability, Offeror agrees to indemnify and hold harmless Solicitor, its agents, volunteers, servants, employees, and officials from and against any and all liability, losses, reasonable attorney's fees and litigation expenses, or other expenses suffered by any indemnified party or entity as a result of any claim to the extent that it is found to have been caused by the acts, errors, or omissions of Offeror or those for whom Offeror is legally liable.
 - ii. With the prior approval of Solicitor, Offeror may assume the defense of any such claims made against Solicitor, its agents, volunteers, servants, employees, or officials.

ATTACHMENT B - OFFEROR REPRESENTATIONS AND ACKNOWLEDGEMENTS

_____(initial) **ANTI-COLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY CONTRACT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTION 2 AAC 12.800, AND ANY OTHER APPLICABLE LAWS RELATED TO THE PROHIBITION OF COLLUSION.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THE CONTRACT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, SOLICIOR HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSON, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE INTERESTED IN, THIS PROPOSAL.

_____(initial) **DEBARMENT STATUS:** By submitting this proposal, Offeror certifies that it is not currently debarred by the State of Alaska or any other governmental entity from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

_____(initial) **MANDATORY USE OF SOLICITOR FORMS AND TERMS AND CONDITIONS FOR ITBs:**

By submitting a proposal, Offeror agrees that if awarded a Contract under this ITB, that Offeror, and any subcontractors Offeror uses for goods or services, will be required to utilize Solicitor's Contract. If Offeror submits its own agreement for use, Solicitor reserves the right to change any terms of Offeror's agreement required for Solicitor to meet its obligations under Alaska, local, and Federal law or regulations.

_____(initial) **LOBBYING CERTIFICATION**

By submitting a proposal, Offeror agrees that if awarded a contract under this ITB, that offeror and any subcontractors will submit an executed copy of a Certification Regarding Lobbying, as required by Section 1352 Title 31 of the U.S. Code.

_____(initial) **ACKNOWLEDGEMENT OF REPORTING REQUIREMENTS**

By submitting a proposal, Offeror agrees that if awarded a Contract under this ITB, that Offeror, and any subcontractors Offeror uses for goods or services, will be required to submit reports not less frequently than quarterly to the Solicitor covering the general progress of the job and describing any problems or factors contributing to delay.

By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the ITB.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

ATTACHMENT C – SUBMITTAL FORM

Offeror Information:

Name of Offeror: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

State of Alaska Business License Tax No.: _____

Federal Tax Identification Number: _____; **OR**

Social Security Number (Sole Proprietor): _____

NOTE: Numbers identified as social security numbers will be redacted in public documents.

Business Classification:

Is Offeror a Minority Owned Business? Yes No

If yes, please indicate ethnicity:

African American Hispanic American American Indian
Alaska Native Asian American Other: _____

Is Offeror a Woman Owned Business? Yes No

Is Offeror a Small Business? Yes No

Is Offeror a Faith-Based Organization? Yes No

CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

State in which Registered or Incorporated: _____

By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the ITB.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Issuing Office: Wherever used in this ITB, the Issuing Office Will Be:

Alaska Native Heritage Center, Finance Department
Jennifer McBride, Director of Finance
Phone: 907-330-8054 E-mail: jmcbride@alaskanative.net
8800 Heritage Center Drive, Anchorage AK 99504

Contract Administrator: Wherever used in this ITB, and for purposes of any notices under this Contract, Solicitor Contract Administrator will be:

Gregory Stewart, Senior Manager of Grants
Phone: 907-802-0441 E-mail: gstewart@alaskanative.net
8800 Heritage Center Drive, Anchorage AK 99504

ATTACHMENT D – OPTIONAL CONFLICT OF INTEREST DISCLOSURE

Instructions: Please read, complete, sign, and date this form, disclosing all financial interests or pertinent relationships which may preclude the offeror from receiving an award. Ineligible offerors include, but are not limited to, any entity who was engaged in project development activities. If you have no financial interests or relationships to disclose, please omit this form from your proposal.

Decisions regarding the evaluation of proposals should not be influenced by personal financial interest or by other extraneous considerations. Any potential conflict of interest (a financial interest or relationship with an ineligible offeror) should be disclosed. A potential conflict of interest exists if there has been a financial or other beneficial interest that might bias decisions or actions concerning matters related to the evaluation of proposals.

The disclosure filings will be reviewed by the Director of Finance and the Senior Manager of Grants. If necessary, other parties may be contacted to determine appropriate mitigation of conflicts.

Please consider your activities and financial relationships/investments *currently and for the preceding 24 months* when responding. Attach additional pages if necessary.

Entities or individuals which may have a conflict of interest:

Contact Information regarding entities or individuals above:

Nature of the conflict:

Name: _____ Date: _____

Signature: _____

ATTACHMENT E – PROPOSAL OFFER AND SIGNATURE FORM

ITB Name: Alaska Native Heritage Center Hall of Cultures Construction

EDA AWARD NUMBER: 07-79-07924ED

ITB Due Date: January 31, 2023

PROPOSERS MUST COMPLETE THE SECTION BELOW (submit in Sealed Envelope)

Contractor Proposer _____

A. Firm Fixed Price Contract Value (Base Bid) \$ _____

B. Bid Alternates Listed in Order of Priority

1. Staircase \$ _____

2. Added signage \$ _____

3. Removal of upper windows in Identity Galleries \$ _____

4. Wood Ceilings in Exhibition Space \$ _____

5. Replacement of stage lighting \$ _____

6. Theater finishes: Carpet and paint \$ _____

7. Replacement of humidifier to have two working \$ _____

C. Maximum profit and overhead for Direct Change Orders (up to 10%)

_____ %

D. Maximum profit and overhead on Subcontractor Change Orders (up to 10%)

_____ %

Acknowledgement of receipt of addenda:

Addendum No. _____ Date Received _____ Signature _____

Addendum No. _____ Date Received _____ Signature _____

Addendum No. _____ Date Received _____ Signature _____

By signing below, Proposer agrees to all terms and conditions as listed within this Invitation to Bid issued by ANHC.

Authorized Signature: _____ Date: _____

Proposer Contact Name: _____