Alaska Department of Transportation & Public Facilities

PART **A**

REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

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Other: N/A

ISSUING OFFICE

Agency Contact & Phone No..... : Brian Logan, P.E., (907) 269-0826, Email: brian.logan@alaska.gov
Contracting Division..... : State of Alaska, Department of Transportation & Public Facilities, Division of Facilities Services, Statewide Public Facilities

PROJECT

RFP NUMBER..... : 25222010
Project Numbers-State/Federal..... : Z618600000 / TBD
Project Site (City, Village, etc.)..... : Valdez, Alaska
Project Title & Contract Description..... : Valdez Snow Removal Equipment Building (SREB) & Deicing Material Storage Building (DMSB) Design Services

The Contractor shall provide professional architectural and engineering services for demolishing the existing SREB, and design of a new 3-bay heated SREB (approx. 9,000 SF), and a new DMSB (approx. 2,400 SF) in Valdez, Alaska. Services are anticipated to include project scoping, geotechnical exploration, environmental review and documentation, survey, design, assistance during bidding, and other related design services deemed necessary.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: December 2021 to December 2026

Estimated amount of proposed contract:

- ☐ Less than $200,000
- ☐ $200,000 to $250,000
- ☐ $250,000 to $500,000
- ☒ $500,000 to $1,000,000
- ☐ $1,000,000 or greater

Proposed Method(s) of Payment:

- ☐ Fixed Price Plus Expenses (FPPE)
- ☐ Firm Fixed Price (FFP)
- ☒ Other: Time & Expenses
- ☒ Cost Plus Fixed Fee (CPFF)

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: **October 4, 2021** PREVAILING TIME: **4:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):
***Also see 15. Special Considerations, item 15.5**

Kathleen A. Bridenbaugh, PSA Unit Supervisor
Department of Transportation & Public Facilities
4111 Aviation Avenue
Anchorage, AK 99502
Email: crdotpfcontracts@alaska.gov

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.

PART

A

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.

PART

A

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:

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/cvlrts/index.shtml

15.3 The Department intends to send notices (including Notice of Intent to Negotiate, and Notice of Intent to Award) to Offerors by using the email address provided the Offeror's submitted Part D. Such delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30pm shall be deemed to have occurred at the opening of business on the next working day. By submitting a response to this RFP, all Offerors consent to the use of Electronic Mail as described herein.

15.4 Interested parties are reminded that the Agency point of contact is noted on page 1 of this section, and all questions and requests for information shall be directed to this individual.

15.5 In light of the current health situation, the Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to crdotpfcontracts@alaska.gov prior to the date and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their proposal. Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in size. The Contracting Agency will either print out proposals in color for distribution, or email a PDF to the Evaluation Committee.

15. Special Notices – cont'd:

15.6 Effective later in 2021, the DOT&PF intends to utilize our AASHTOWare system to generate the Bidder Registration lists. Therefore, all Contractors, Consultants, and Subconsultants must be registered in AASHTOWare and must have an AASHTOWare Vendor number.

To check if your company is registered in AASHTOWare and to find your Vendor Number, visit this website: http://dot.alaska.gov/aashtoware/awp-vendorcheck.cfm.

If your company is not yet registered in AASHTOWare, you are encouraged to begin this multi-step process as soon as possible. Guidance is available on the DOT&PF website. http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf or from the Regional Contracts Sections. Central Region contacts: Contracts Chief, Sharon Smith, (907)269-0414 or Central Region, PSA Unit Supervisor, Kathie Bridenbaugh, (907)269-0421.

15.7 It is the intent of the Contracting Agency to negotiate and add Construction Services to the contract by amendment; however, it is under no obligation to do so and reserves the right to complete the services by any other means, including the use of in-house services.

15.8 The following additional information is provided to assist interested offerors with their proposals, and can be downloaded from the DOT&PF RFP advertising website:

a) As-Built Plans for Valdez Pioneer Field Emergency Generator Replacement Electrical Plan and Apron Drainage Electrical Heat Trace Plan (dated 4/2007)
b) Drawings - 2004 Valdez SREB Emergency Generator Replacement Project
c) Categorical Exclusion for Valdez Airport (VDZ) Sand Storage Shed, dated 4/22/2010
d) Final PS&E for Valdez Pioneer Airport Materials Storge Building (dated 9/2010)
e) Geotechnical Design Recommendations for Sand Storage Facility Addition, Valdez, Alaska, dated April 30, 2010 (prepared by Shannon & Wilson, Inc.)
f) Geotechnical Study for Proposed Sand Storage Building, Valdez Airport, dated 3/2005 (prepared by Shannon & Wilson, Inc.)

PART

B

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 (10) 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 ***Billing Rates and/or Price Proposals*** as described in Criteria #12 and/or #13.

[ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.

[ ] 8. Attach Criteria Responses (***except any Billing Rates or Price Proposals***) to Part D - Proposal Form. The maximum number of attached pages (***each printed side equals one page***) for Criteria Responses shall not exceed: **Ten (10), which includes the schedule submitted in response to Criterion #8**. 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. N/A

[ ] 10. Parts A, B and C of Form 25A270 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, Price Proposals*** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION**: Failure to comply with this instruction will negatively influence evaluation of Submittal.

[ ] 10.2 Number of copies of Part D (***all pages***) and Criteria Responses (***except Billing Rates, and Price Proposals***) required is: **Six (6) if hand delivered.**

[ ] 10.3 If ***Billing Rates and/or Price Proposals*** are required, ***one copy*** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a ***Billing Rates or Price Proposal*** and the names of the Project and Offeror. Each ***Billing Rates or Price Proposal*** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[ ] 10.5 Pre-Audit Statement, 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).

PART

C

EVALUATION CRITERIA

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 5

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

2. Methods

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office* and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 25

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Civil Engineering* (Alaska AELS Type C License)
4. Structural Engineering* (Alaska AELS Type T License)
5. Mechanical Engineering* (Alaska AELS Type M License)
6. Electrical Engineering* (Alaska AELS Type E License)
7. Architecture* (Alaska AELS Type A License)
8. Surveying* (Alaska AELS Type L License)
9. Geotechnical Services* (Alaska AELS Type C License)
10. Cost Estimating
11. Environmental Services
12. IBC Special Inspections

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

Continued Next Page

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

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

5. Workload and Resources

5. Weight: 15

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

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance & Quality Control

6. Weight: 10

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

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

7. Quality of Proposal

7. Weight: 5

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

8. Schedule	8. Weight: 10

The Department's desired project milestones are presented in Paragraph B4.3 of the Proposed Statement of Services. Using this information, or your proposed alternative schedule (if the Department's schedule is not attainable/economically feasible), fully develop a schedule for the activities to be provided under this contract.

The schedule shall be in a Gantt chart format showing the duration of the activities with start and finish dates.

Demonstrate your plan to deliver acceptable work products as efficiently as possible. Distinguish between activities that are within your control and those that may be strongly influenced by others. Include Agency comment periods.

Begin your schedule with receipt of NTP anticipated to occur on December 1, 2021.

Do not include estimates of resource usage.

The schedule may be on one (1) 11x17 sheet, which will be counted as one (1) page toward the proposal page limits. The negotiated agreement with the selected Offeror will include provisions obligating it to performance in accordance with its proposed schedule. If the schedule is found to be unrealistic, the Contracting Agency may terminate negotiations and enter into negotiations with the next ranked firm.

9. N/A	9. Weight: 0

PART

C

SECTION II - PREFERENCES

10. 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.

11. 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: 0

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.

PART

C

SECTION III - PRICE

If price is <u>not</u> an Evaluation Criterion, weights for <u>both</u> Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

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

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

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

12. Labor Billing Rates (<u>Required</u> Format)

12. Weight: 0

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

1. Contract Management	(Estimated at	% of total labor effort)
2. Project Management	(Estimated at	% of total labor effort)
3.	(Estimated at	% of total labor effort)
4.	(Estimated at	% of total labor effort)
5.	(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.***

<u>(Lowest aggregate rate from all Offerors) x (MPP)</u> = 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 <u>OR</u> 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.

PART

C

13. Total Price Proposal (Required Format)

13. Weight: 0

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed $25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**
   Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48). ***Hourly Rates must not include Indirect Costs or Fee.***

Job Classification	Name	Total Hours	Rate($/hr)	Proposed Costs ($)

Total DCDL: $ _____

3. **Indirect Costs (IDC)**
   These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: $ _____

4. **Other Direct Costs (ODC)**
   These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g., transportation, food and lodging, reproduction) – if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. ***Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.***

Item	Quantity	Cost ($/Unit)	Proposed Costs ($)

Total ODC: $ _____

5. **Total Proposed Cost**
   Sum of DCDL + IDC + ODC

Total Cost: $ _____

6. **Proposed Fee**
   List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: $ _____

7. **Total Proposed Price**
   Sum of Total Proposed Cost plus Proposed FEE.

Total Price: $ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows: $\frac{\text{(Lowest Total Proposed Price)} \times \text{(MPP*)}}{\text{(Offeror's Total Proposed Price)}}$ = *Criterion Score*

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

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

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum $5,000) 5%

and only ONE of the following:

- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] 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 Department of Transportation & Public Facilities
PROPOSAL FORM

PART **D**

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

PROJECT

Project Numbers-State/Federal ..... : Z618600000 / TBD
Project Title ..... : : Valdez Snow Removal Equipment Building (SREB) & Deicing Material Storage Building (DMSB) Design Services
RFP No. ..... : 25222010

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)

Service, Equipment, etc.	Subcontractor & Office Location	AK Business License No.	DOT&PF DBE Certification No.

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:

PART

D

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 FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

CERTIFICATION – COST AND PRICING DATA

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 - 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 – DBE COMMITMENT

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

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, <u>and</u> in which the officer participated personally and substantially through the exercise of official action,

<u>for two years after leaving state service</u>. 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.

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)
) ss.
_____ 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.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, ***only*** if specifically requested, and ***only*** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates.....:

2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.

   2a. Direct Labor ..... $

   2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
   Fringe Benefits .....$
   General & Administrative Expenses.....$

   Sum ..... $

   2c. Indirect Cost Rate (Sum of 2b / 2a)..... Percent (%):

3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.

4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.

5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
   [ ] Yes [ ] No If your response is "No", attach an explanation of your project cost accounting system.

6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.

7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
   [ ] Yes [ ] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____ Date: _____
Name: Telephone:
Title: Fax:
Contractor: Email:

Office Address for which this Submittal is made:

Street:
P.O. Box:
City, State, Zip:

Address where Accounting Records are maintained, if not at Office Address:

:
:
:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

INDIRECT COST RATE – A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

INDIRECT COSTS - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses .

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans
Vacation Time and Authorized Leave
Social Security and Unemployment Taxes
Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)
Travel, Food and Lodging
Maintenance and Depreciation of Equipment/Computers
Business Insurance Premiums Not Billed to Clients
Rent, Heat, Power, Light and Janitorial Services
Office Supplies
Communications
Reproduction Costs
Recruiting Expense
Rentals of Equipment/Computers

UN-ALLOWABLE COSTS - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages
Advertising
Interest and Other Financial Costs
Contributions and Donations
Federal Income Taxes
Goodwill
Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE
Appendix D in Professional Services Agreements

IRIS Program No:	Z618600000
Federal Project No:	TBD
Date Prepared:	9/10/2021

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 $1,000,000

ARTICLE D3
MODIFICATION OF INSURANCE REQUIREMENTS

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

CONTRACTOR RELATED MODIFICATIONS

D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.

D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.

D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

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

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

D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.

D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:

- ☐ Right-of-Way Fee Appraisals
- ☐ Photogrammetric Mapping Services
- ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

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

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

CONTRACTING OFFICER Signature: _____ Date: _____

Name:

Title:

PROPOSED STATEMENT OF SERVICES
APPENDIX B

IRIS Program No:	Z618600000
Federal Project No:	TBD
Date Prepared:	8/19/2021

Valdez Snow Removal Equipment Building (SREB) & Deicing Material Storage Building (DMSB) Design Services

INDEX

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ARTICLE B1

ADMINISTRATIVE REQUIREMENTS

B1.0 The following conditions and actions are mandatory Administrative Requirements of this agreement except as may be modified or deleted in Article B4.

B1.1 "Using Agency" means the department, division, school district, municipality, etc., that generated the requirement for which services under this agreement are obtained.

B1.2 Builder means the construction contractor hired by the CONTRACTING AGENCY to construct the project.

B1.3 Costs analysis and control is a primary concern of the CONTRACTING AGENCY and the following provisions are included for such purposes.

B1.3.1 The Budgeted Construction Funds are the specified amounts available for construction work and established as a condition of this agreement. The budgeted construction funds do not include the compensation of the CONTRACTOR and his subcontractors, the cost of the land, site investigations, right-of-ways, administrative or other costs which are the responsibility of the CONTRACTING AGENCY, unless otherwise stated herein. The amount of budgeted construction funds for this project is identified in B4 or as modified by amendment to this agreement. This amount includes all on-site and off-site improvements necessary for a complete and operational facility.

B1.3.2 The Total Estimated Construction Cost is the current estimated cost for all construction work to complete the project scope in accordance with the bid documents. Budgeted construction funds and total estimated construction cost are not always equal.

B1.3.3 Bid Documents prepared by the CONTRACTOR must consist of a basic bid with an estimated cost equal to approximately 90% of the budgeted construction funds and two or more additive alternate bids. The alternate bids must be developed in coordination with the CONTRACTING AGENCY to enable contract(s) award of the basic bid and/or alternates with total estimated costs in the amount of 90%, 100% or 110% of the budgeted construction funds. Such alternates must allow for adjustment of the project scope at the time of contract award without rebidding or redesign being required.

B1.3.4 The CONTRACTING AGENCY may, at its option, obtain an independent estimate of total construction cost based on the CONTRACTOR's design. If such estimate varies significantly from the CONTRACTOR's estimate, then the CONTRACTING AGENCY and the CONTRACTOR shall review discrepancies. If the CONTRACTING AGENCY concludes that changes are required, the CONTRACTOR shall modify the Construction Documents accordingly.

B1.3.5 After Bid Opening, the CONTRACTING AGENCY may exercise any option available to it, including the following:

B1.3.5.1 If the lowest responsive basic bid by a responsible bidder (no alternate bids) exceeds 100% of the budgeted construction funds: increase the budgeted funds and award the construction contract(s); reduce the project scope and require the CONTRACTOR to modify the bid documents for rebid; or rebid the project.

B1.3.5.2 If the lowest responsive basic bid by a responsible bidder (no alternate bids) is within 90% to 100% of the budgeted construction funds: award the contract(s).

B1.3.5.3 If the lowest responsive basic bid plus all additive alternate bids by a responsible bidder is less than 90% of the budgeted construction funds: award

the contract(s); increase the project scope and require the CONTRACTOR to redesign and/or modify the bid documents for rebid; or rebid the project.

B1.3.6 If the CONTRACTOR is required by the CONTRACTING AGENCY, in accordance with the paragraphs referenced below, to modify bid documents following the completion of Construction Documents, an amendment, for such changes, shall include a change in the CONTRACTOR's compensation, only if one of the following conditions exist:

B1.3.6.1 Reference paragraph B.1.3.4, if the lowest responsive basic bid plus all additive alternate bids by a responsible bidder is less than 100% of the total estimated construction cost.

B1.3.6.2 Reference paragraph B1.3.5.1, if the CONTRACTOR specifically addressed in writing to the CONTRACTING AGENCY and established the probability that budgeted construction funds were insufficient for award of the basic bid and no action was taken by the CONTRACTING AGENCY to resolve the matter.

B1.3.6.3 Reference paragraph B1.3.5.3, if the CONTRACTOR specifically addressed in writing to the CONTRACTING AGENCY and established the probability that budgeted construction funds were more than that required for the project and no action was taken by the CONTRACTING AGENCY to resolve the matter.

B1.3.7 If the CONTRACTOR is required to modify design and/or bid documents to meet budgeted construction funds because the bid opening date is delayed, for reasons not the fault of the CONTRACTOR or its subcontractors, more than ninety days beyond a scheduled bid opening date established as a condition of this agreement, an amendment may be negotiated to provide compensation for extra services.

B1.4 Project Staff. The CONTRACTOR shall designate and employ project staff for performance of work. No substitution of identified project staff shall be permitted without the prior approval of the CONTRACTING AGENCY's Project Manager. Should circumstances require substitution of personnel, the CONTRACTOR shall submit for approval the qualifications of all personnel to be substituted, which shall not be unreasonably withheld.

B1.5 A time schedule containing specific calendar dates for completion of identified services and work elements, and a scheduled bid opening date are requirements of this agreement. The time schedule for design of documents suitable for bidding is identified in B4 or as modified by amendment to this agreement. The Consultant in coordination with the CONTRACTING AGENCY will develop individual work elements dates.

B1.6 The CONTRACTOR shall provide the CONTRACTING AGENCY with a narrative monthly status report for months during which services are performed and in a format approved by the CONTRACTING AGENCY. The reports shall be submitted within seven calendar days following the end of each calendar month. This report shall serve as the agenda for a monthly contract status report meeting/teleconference to be held at a regular date and time during the third calendar week of each month. At a minimum the report will include the following:

1. An action item list.
2. A review of the schedule or schedules for completion of work, the status of each task, with percentage of completion to date by tasks identified in the Notice to Proceed,
3. A narrative by task of contract related activities for the preceding month.
4. Planned activities by task for upcoming month.
5. Projection of the future usage/need for contract funds and or NTP increases or contract amendments.
6. The status of deliverables.
7. Problem areas.
8. New or anticipated action items.
9. Key upcoming events such as inspections, project and public meetings, etc.
10. Attach copies of any supporting documentation such as trip reports, correspondence received from governmental agencies having regulatory jurisdiction over the project, or from public or private entities that could potentially affect the project.

This report shall be submitted in both hard copy and PDF format.

The CONTRACTOR shall be responsible for writing and distributing meeting minutes after each meeting.

B1.7 The following procedures shall be used in the development of the deliverables under this agreement.

B1.7.1 All correspondence, drawings and other documents submitted by the CONTRACTOR must bear the CONTRACTING AGENCY's project number and title and must be signed or initialed by the CONTRACTOR's project manager to acknowledge

that the submissions have been checked for accuracy.

B1.7.2 All drawings and specifications for the project must bear uniform project number and title.

B1.7.3 All drawings and specifications submitted for reviews and approvals must be marked "schematic design review set", "design development review set", "construction document review set" or with a similar phrase. The original set used to reproduce the bid documents will be marked and issue dated by the CONTRACTING AGENCY.

B1.7.4 All scaled drawings must be full size and measure 22 inches by 34 inches, including title blocks and borders. All submittals, including but not limited to: drawings, specifications, reports, and cost estimates shall be provided in both hard copy and electronically on compact disc. Electronic drawing files shall be compatible with AutoCAD 2005. All other documents shall be compatible with MS Office 2003. In addition to their native format, all electronic files shall be submitted in PDF format.

B1.7.5 The CONTRACTOR must allow the CONTRACTING AGENCY to use original drawings for reproduction of bid documents.

B1.7.6 The CONTRACTOR shall not subrogate, through the bid documents, any service required of it by this agreement. Specifications addressing third party requirements or instructions such as from a manufacturer, supplier or installer, must also state that the CONTRACTOR must review and approve all such requirements or instructions before compliance by the Builder. Additionally, the specifications must not require performance of any actions by a third party such as a manufacturer, supplier or installer. All such performance must be required of the Builder.

B1.7.7 "Brand name - sole source" or proprietary specifications may not be included in the bid documents except when economically justified by the CONTRACTOR and specifically approved in writing by the CONTRACTING AGENCY. "Brand name or equal" descriptions may be used in specifications as a means to define the performance or other salient requirements of an item if the specific features of the brand name which establishes the minimum essential characteristics required to satisfy its intended use are clearly stated.

B1.7.8 CONTRACTING AGENCY review of drawings and specifications may generate comments grouped according to the following classifications:

Class I comments pertain to real or potential code or regulation violations and require the CONTRACTOR's response via modification or formal written approval or variance from the regulatory agency (copied to the CONTRACTING AGENCY).

Class II comments pertain to errors, omissions or matters of document coordination and must result in the CONTRACTOR's correction of documents unless satisfactory justification is provided in writing.

Class III comments pertain to matters of design judgment and are offered in a positive manner with the intent of bettering the design result. These comments may be provided as qualified opinions of design professionals for consideration as appropriate. Neither revision of the documents nor any form of response is required by them.

B1.7.9 Review and comments by the CONTRACTING AGENCY shall not be written to affect any time schedules under the provisions of this agreement. Additionally, acceptance of the CONTRACTOR's design and document submissions is not an approval of omissions or oversights by the CONTRACTING AGENCY or of noncompliance with any applicable governmental regulations. The review process is a monitoring device intended to point out those conflicts and errors which are identified by the CONTRACTING AGENCY. The CONTRACTING AGENCY shall not be liable for failure to identify any conflicts or errors. All responsibility of this nature is and must remain that of the CONTRACTOR.

B1.7.10 The CONTRACTING AGENCY will reproduce and distribute bid documents and receive and open bids.

B1.7.11 <u>CONTRACTOR name on Plan Sheets and Documents.</u> No CONTRACTOR logos shall be allowed on any electronic or hard copy document produced for the CONTRACTING AGENCY. The CONTRACTOR company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the CONTRACTING AGENCY shall include the CONTRACTOR's company name at the bottom right of the first page, cover sheet or title sheet only. CONTRACTOR letterhead shall be allowed only as exhibits in document appendices. The CONTRACTOR name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11x17 plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME:

ARTICLE B2

BASIC SERVICES

B2.0 The CONTRACTOR shall provide all basic services as described within this Article B2 except as may be modified or deleted in Article B4.

B2.0.1 The CONTRACTOR shall use Construction Specifications Institute, (CSI) Masterformat dated 2004 for development of the specification required at each deliverable phase.

B2.0.2 In conjunction with other standards referenced in this Agreement, The CONTRACTOR shall conform with applicable federal, state, and local statutes, ordinances, rules, regulations, and judicial and administrative decisions.

B2.0.3 The design shall conform to the Americans with Disabilities Act (42 U.S.C. sec. 201), Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities.

B2.1 Schematic Design Services shall consist of the preparation of drawings and other documents which illustrate the general scope, scale and relationship of project components for approval by the CONTRACTING AGENCY.

B2.1.1 The CONTRACTOR shall review the program furnished by the CONTRACTING AGENCY, if available, to ascertain the requirements of the project and shall confirm such requirements to the CONTRACTING AGENCY.

B2.1.2 The CONTRACTOR shall develop initial design concepts and options for the project in close coordination with the CONTRACTING AGENCY. Unusual structural, mechanical, electrical, communications, sitework, or other features that may impact costs or use must be identified and the systems selected shall be developed in sufficient detail to permit coordination among design elements. Preliminary construction materials must also be identified.

B2.1.3 Subject to CONTRACTING AGENCY receipt and written approval of the CONTRACTOR's request with proposed itinerary, the CONTRACTOR's project manager and other personnel, as may be designated, shall visit the project site(s) during the schematic design phase.

B2.1.4 The CONTRACTOR shall endeavor to obtain all preliminary reviews or approvals as required by government or private entities which have regulatory authority over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes or privately owned utility companies or other entities which may impose conditions for a project) and from such agencies as may be specifically designed by the CONTRACTING AGENCY.

B2.1.5 The CONTRACTOR shall submit to the CONTRACTING AGENCY a preliminary statement of probable construction cost based on historic area, volume or other unit costs.

B2.2 Design Development Services shall consist of the preparation, from the approved schematic design, for approval by the CONTRACTING AGENCY, drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate.

Services include detailed expansion of the architectural design so that the project's size, appearance, form, construction type, and engineering systems are developed by means of drawings and appropriate written material. Major material selections, equipment items, and quality of finishes shall be identified.

B2.2.1 Drawings and specifications shall specifically include the following items:

B2.2.1.1 Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts including on-site utility, drainage and fire protection systems. The legal description of the site must appear on the site plan drawing.

B2.2.1.2 Exterior elevations reflecting major construction materials and locations of exterior wall openings.

B2.2.1.3 Floor plans for all floors that are not repetitious, reflecting all door and window locations, wall construction, dimensions and room titles.

B2.2.1.4 Structural framing plans sufficiently developed to reflect the intended structural system(s).

B2.2.1.5 Room finish schedule or narrative sufficiently developed to reflect the intended materials, finishes and ceiling heights for all major rooms and spaces.

B2.2.1.6 Mechanical drawings, schedules and diagrams or a narrative sufficiently developed to reflect the intended heating, ventilation and plumbing

systems and major mechanical elements to include preliminary equipment layouts.

B2.2.1.7 Electrical drawings, schedules and diagrams or a narrative sufficiently developed to reflect the specific power service, lighting, telephone, fire detection and alarm, security and electronic communications systems and identification of required equipment areas.

B2.2.1.8 Schematic drawing(s) sufficiently developed to reflect compliance with applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, design numbers of fire-rated ceilings/floor and ceiling/roof assemblies, fire zones, paths of egress, capacities, occupant loads, hazard classifications and other pertinent considerations.

B2.2.1.9 Narrative outline of specifications which reflect initial materials and systems selections for each section of the specifications which must follow the Construction Specifications Institute (CSI) Masterformat.

B2.2.2 The CONTRACTOR shall submit to the CONTRACTING AGENCY a further statement of probable construction cost based on projected availability of materials and labor, construction sequence and scheduling, economic tradeoffs, safety and maintenance requirements.

B2.2.3 The CONTRACTOR shall obtain preliminary reviews or approvals as required by government or private entities which have regulatory power over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations and codes or privately owned utility companies or other entities which may impose conditions for a project) and from such agencies as may be specifically designated by the CONTRACTING AGENCY.

B2.3 Construction Document Services shall consist of the preparation, from the approved design development documents, for approval by the CONTRACTING AGENCY, drawings and specifications setting forth in detail the requirements for construction of the entire project.

B2.3.1 The CONTRACTOR shall prepare a complete set of Construction Documents for the project in accordance with the CSI Masterformat (the term "Construction Documents" as used in this agreement means the bid documents less the bidding requirements and contract forms). Drawings and specifications shall specifically include the following carefully coordinated items:

B2.3.1.1 Civil working drawings to represent graphically on and off-site improvements such as utilities, roadways, bridges, culverts, drainage, grading, excavation, compaction, shoring, underpinning, retaining walls, parking lots and fire extinguisher/water supply systems.

B2.3.1.2 Architectural working drawings, plans, elevations, sections and details, plus notes and schedules, illustrating the design, location, size and dimensions of project components for the purpose of construction.

B2.3.1.3 Structural working drawings which present graphically the complete structural concept of the project and includes plans, sections details, schedules, notes and information necessary to facilitate construction.

B2.3.1.4 Detailed engineering working drawings for heating, ventilating, air conditioning, plumbing work and building fire protection systems and engineering analysis. Mechanical working drawings should include plans, sections, details, schedules, diagrams and notes as necessary to construct the mechanical work.

B2.3.1.5 Detailed engineering drawings for electrical work and engineering analysis. Electrical systems may include power acquisition and generation (on and offsite), major power distribution, interior and exterior lighting, telephone and communication systems, low voltage systems, direct current applications and emergency and special effects lighting. Electrical working diagrams should include plans, sections, details, schedules, diagrams and notes as necessary to construct the electrical work.

B2.3.1.6 The CONTRACTOR shall ensure the plans and Part 3 Execution of the specifications are coordinated and complete. References to external standards shall be kept to a minimum and shall only be allowed when such standards are normally or routinely used or followed by the applicable construction trade or industry on similarly sized projects. When used, the CONTRACTOR shall supply the CONTRACTING AGENCY with a copy of the standard as part of the design deliverable.

B2.3.1.7 Special Inspection. Plans shall include a statement of the special inspections when required by IBC Chapter 17.

B2.3.1.8 The CONTRACTOR shall provide a register of submittals. The register shall be completely coordinated with the CONTRACTING AGENCY's requirements.

B2.3.2 The CONTRACTOR shall submit to the CONTRACTING AGENCY copies of all engineering

calculations which establish the size, shape, dimensions and capacity of the work involved and energy calculations in a format approved by the CONTRACTING AGENCY.

B2.3.3 The CONTRACTOR shall obtain final reviews or approvals as required by government or private entities which have regulatory power over a proposed project (local, regional, state and/or federal agencies having jurisdiction regarding applicable laws, statutes, regulations, and codes or privately owned utility companies or other entities which may impose conditions for the project).

B2.3.4 The CONTRACTOR shall submit to the CONTRACTING AGENCY an estimate of construction period with a statement of conditions upon which the estimate is based for a basic bid and for each alternate.

B2.3.5 The CONTRACTOR shall submit to the CONTRACTING AGENCY, when the Construction Documents are approximately ninety-five percent complete, a further statement of probable construction cost based on changes in materials. Systems or details of construction which occurred following design development approval; known changes in the cost of materials, labor and services since the previous statement; and adjustments for anticipated changes in the bidding market relative to the project.

B2.4 Bid Services shall consist of the preparation, from the approved Construction Documents, for approval by the CONTRACTING AGENCY, bid documents for obtaining bids and awarding contracts for construction.

B2.4.1 The CONTRACTOR shall assist in the preparation of a complete set of bid documents consisting of the bidding requirements and contract documents. The contract documents include the contract forms, conditions of the contract (general and supplementary), specifications, drawings and addenda. Bidding requirement forms, contract forms and general conditions will be generated by the CONTRACTING AGENCY. Preparation of contract forms, the bid schedule, supplementary conditions and general requirements (Division 1) of the specifications shall be accomplished by the CONTRACTING AGENCY in coordination with the CONTRACTOR. Technical specifications (Divisions 2-16), drawings and addenda shall be developed by the CONTRACTOR and approved by the CONTRACTING AGENCY. All documents and specifications must be complimentary and compatible. Items in the technical specifications which expand or modify the conditions or general requirements must reference the appropriate section number and subparagraph changed.

B2.4.2 The CONTRACTOR shall prepare responses to questions from bidders concerning clarification or interpretations of bidding documents only when requested by the CONTRACTING AGENCY. The CONTRACTOR shall not respond directly to any bidder's questions without specific authorization from the CONTRACTING AGENCY.

B2.4.3 Only when requested by the CONTRACTING AGENCY, the CONTRACTOR shall prepare addenda documents, to be distributed by the CONTRACTING AGENCY during the bidding period, which may include clarifications or supplementary drawings, specifications, instructions and notices of any changes in bidding procedures.

B2.4.4 As requested by the CONTRACTING AGENCY, the CONTRACTOR shall participate in pre-bid conferences; bid opening; review and evaluation of bids; and recommendation for award of contract(s).

B2.5 Construction Services shall consist of providing assistance to the CONTRACTING AGENCY in its administration of the construction contract commencing with award and terminating following final acceptance of the project and CONTRACTING AGENCY approval of the CONTRACTOR's final invoice for all services throughout the construction phase.

B2.5.1 As requested by the CONTRACTING AGENCY, the CONTRACTOR shall participate in pre-construction conferences with the CONTRACTING AGENCY and successful bidder.

B2.5.2 The CONTRACTOR shall respond to CONTRACTING AGENCY or Builder initiated requests through the CONTRACTING AGENCY for clarifications of the Construction Documents including any inadequacies in the documents. The CONTRACTOR shall prepare appropriate instructions or modifications to the Construction Documents for CONTRACTING AGENCY issuance to the Builder and shall advise the CONTRACTING AGENCY on those matters which may affect the utilization of the project, extra cost or additional time. Services for change orders necessitated by inadequacies in the Construction Documents must be provided by the CONTRACTOR at no additional cost to the CONTRACTING AGENCY.

B2.5.3 The CONTRACTOR shall promptly review, approve or disapprove shop drawings, test results, samples, color selections, and other submissions of the Builder for conformance with the design concept

of the project and for compliance with the information given in the contract documents.. The CONTRACTOR shall maintain a submittal log and shall promptly notify the CONTRACTING AGENCY concerning any submittals, or lack of submittals, which may delay construction progress. The CONTRACTOR shall return reviewed submittals to the CONTRACTING AGENCY within seven calendar days of receipt. The CONTRACTOR's approval of submittals must be in writing to the CONTRACTING AGENCY. Approvals must contain a recommendation for credit due the CONTRACTING AGENCY, if appropriate, for Builder substituted items. The CONTRACTOR shall use the following convention when reviewing submittals:

> "No Exceptions Taken" – denotes the submittal is generally consistent with the requirements of the Contract Documents. A resubmittal is not required.
>
> "Make Corrections Noted" – denotes the submittal is generally consistent with the requirements of the Contract Documents but only as conditioned by notes and corrections made on the submittal. A resubmittal is not required provided the construction CONTRACTOR understands the review comments and desires no further clarification.
>
> "Revise and Resubmit" – denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. The CONTRACTING AGENCY will indicate on the returned submittal what revisions are necessary. A resubmittal is required.
>
> "Rejected" – denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work. The CONTRACTING AGENCY will indicate on the returned submittal the reasons for its rejection. A resubmittal is required.

The CONTRACTING AGENCY will provide the CONTRACTOR with up to ten (10) rubber ink pad review stamps bearing this nomenclature as well as standard disclaimer language. The CONTRACTOR shall return them to the CONTRACTING AGENCY after it grants final acceptance to the Builder.

B2.5.4 Upon notice of substantial completion, the CONTRACTOR shall participate in a detailed final construction inspection with the CONTRACTING AGENCY's designated representative of all architectural, civil, structural, mechanical and electrical aspects of the project. The CONTRACTOR shall assist the CONTRACTING AGENCY's representative in the preparation of a list identifying any deficiencies or items to be accomplished and may be required to participate in final re-inspection of the project with the CONTRACTING AGENCY's representative to ascertain that the corrections have been made.

ARTICLE B3

ADDITIONAL SERVICES

B3.0 The CONTRACTOR shall provide services described within this article B3 or as may be modified or supplemented in article B4.only when: compensation for such services is included in the basis of compensation, Appendix C, and the services are authorized by notice(s) to proceed.

B3.1 Concept Design Services: The CONTRACTOR shall develop a facility program and conceptual level 10% design in sufficient detail to establish an estimate of probable construction cost for obtaining construction funding. At the completion of Conceptual Design, the CONTRACTOR shall produce an estimate of probable construction cost.

B3.1.1 If alternate sites are identified by the CONTRACTING AGENCY, the CONTRACTOR shall include the feasibility and development costs for each site. The CONTRACTOR shall evaluate and shall include relevant site specific issues and programming changes that may affect the scope and cost of the facility.

B3.1.2 The CONTRACTOR's probable construction costs shall be used to develop the Budgeted Construction Funds. Include in the concept submittal a brief design narrative, figures, cost estimates, and supportive data. Identify all permit requirements and issues affecting the project, scope, schedule and budget implications, and submittal deadlines.

B3.2 Perform a Preliminary Energy Audit in a format approved by the CONTRACTING AGENCY. If the preliminary audit discloses opportunities for energy conservation, the CONTRACTOR shall develop and submit to the CONTRACTING AGENCY a proposal to perform a detailed audit to identify technical solutions and the economic payback of those solutions.

B3.2.1 If the CONTRACTING AGENCY accepts a proposal submitted in accordance with paragraph B3.2, an amendment to this agreement for

performance of a detailed energy audit must be executed.

B3.2.2 If a detailed energy audit identifies economical solutions to conserve energy, the CONTRACTOR and the CONTRACTING AGENCY may execute an amendment for preparation of the necessary design and inclusion of such design requirements in the bid documents within the basic bid or as additive alternates.

B3.2.3 Life Cycle Costs and Energy Consumption Forecast. Provide Life Cycle Cost Analysis for HVAC systems and an Annual Energy Consumption Forecast. Develop an estimate of total building annual gas and electric utility costs based upon energy rates at the time of analysis, suitable to assist the Using Agency with its preparation of legislative requests for operating funding. Prepare Life Cycle Cost Analysis for HVAC systems with consideration of first cost, operating labor and materials costs, and annual energy consumption. Focus analytic efforts to optimize capital investment and avoid recurring energy and operating costs.

Create a computer module to estimate Annual Energy Consumption Forecast baseline for the building in terms of kilowatts and BTUs. Input salient building parameters and model the building using the final system design choices based on Life Cycle Cost Analysis. Format results so that actual energy costs may be compared to the forecast after the first year of full operation to check for operating discrepancies.

B3.3 Attend meetings and make presentations of materials prepared under this agreement to groups (including public hearings) and individuals as specified by the CONTRACTING AGENCY to facilitate review and obtain required approvals. Prior approval of the method of presentation shall be obtained by the CONTRACTOR from the CONTRACTING AGENCY's project manager.

B3.4 Provide detailed estimates of construction cost in a typed format, acceptable to the CONTRACTING AGENCY, which consists of estimated costs for design components or functional parts, elements or subsystems. Such estimates shall be revised, updated and provided with schematic design, design development and construction document submittals. Estimates must include the costs for all materials, labor, tools, equipment and services needed for the work plus an estimate of the Builder's overhead and profit. The costs of any labor, materials and equipment furnished by the CONTRACTING AGENCY for the project shall be separately identified at current market rates including a reasonable allowance for overhead and profit.

B3.5 Provide on-site construction observations with the CONTRACTING AGENCY's designated representative and, at mutually determined times during construction, assist CONTRACTING AGENCY inspectors and determine if work is proceeding in accordance with the contract documents. A written report of each visit must be submitted to the CONTRACTING AGENCY. The CONTRACTOR shall endeavor to guard the CONTRACTING AGENCY against defects and deficiencies in the work of the Builder(s); however, the CONTRACTOR shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he shall not be responsible for the Builder's failure to carry out work in accordance with contract documents.

B3.5.1 IBC Special Inspections. Develop a special inspection plan and obtain approval by the authority having jurisdiction. Provide IBC Special Inspections as required by code. Provide these services when authorized by the CONTRACTING AGENCY. Document the results of the inspections and submit to CONTRACTING AGENCY.

B3.5.2 CONTRACTOR shall perform quality assurance material testing to verify Builder's quality control testing when requested by the CONTRACTING AGENCY.

B3.6 Prepare a set of reproducible mylar record prints of drawings showing significant changes in the project made during the construction process based on marked-up prints, drawings and other data prepared by the Builder and Builder's subcontractors and furnished by the CONTRACTING AGENCY

B3.7 Environmental. Determine if an environmental evaluation of the project is required by federal or state laws or regulations. If any such requirement not identified by the CONTRACTOR causes delays to project completion, all costs resulting from such delays shall be incurred by the CONTRACTOR.

B3.7.1 Prepare a phase 1 environmental assessment of the project: obtain federal, state and local review which must be obtained in accordance with applicable laws and regulations, and revise as necessary.

B3.7.2 Based on the Findings under 3.7.1, perform a phase II site assessment. If authorized, the phase II assessment(s) may include sampling and laboratory analyses. The Phase I and II assessments shall be performed in conjunction with the concept design phase services.

B3.7.3 Prepare an environmental impact statement (EIS) for the project; obtain federal, state and local reviews which must be obtained in accordance with applicable laws and regulations; revise as necessary; prepare any necessary design requirements; and, include such design requirements in the bid documents within the basic bid or as additive alternates. (If the need for the EIS is determined in accordance with paragraph B3.7, an amendment must be executed to include the EIS under the provisions of this agreement).

B3.7.4 Determine if the proposed project site is listed or would possibly be eligible for the (federal) National Historic Register. Coordinate with the Alaska Department of Natural Resources to determine if the department desires to survey the site for historic, prehistoric, or archeological value in accordance with Alaska Statute 41.35.070. Obtain written site clearance or a statement or non-concurrence explaining the reasons therefore, from the State of Alaska Historical Preservation Officer.

B3.8 Platting: Prepare a plat for the facility site, including but not limited to necessary surveying, the preparation of supporting documents and drawings. Coordinate with the local authority having jurisdiction to produce a recorded plat for the property.

B3.9 Surveying. Provide a ground based topographic survey of the selected site. Survey shall tie into existing horizontal and vertical control. Elevations shall be measured at sufficiently close intervals to provide documentation of approximately one-foot contours over the area of the site to the adjacent structures or centerlines. Existing improvements, utilities visible from the surface, prominent vegetation, and other items of interest shall be located. Invert elevations and pipe sizes shall be measured on utilities accessible from the surface. Finish floor elevations shall be measured on all buildings. Abandoned utilities, poles, concrete pads or other observed evidence of past development shall be located. Two temporary monuments shall be located or established on the site to provide the horizontal and vertical control for new construction. Test hole locations shall be documented.

B3.10 Plot Plans: Provide design and as-built plot plans for the facility and obtain approval of each by the authority having jurisdiction.

B3.11 Geotechnical Engineering Services. The CONTRACTOR shall provide services in support of the structural and foundation design, and civil infrastructure components of the project. The CONTRACTOR shall develop the soils boring program and prepare a soils boring plan with specifications. The CONTRACTOR shall review any existing and preliminary subsurface investigation data and reports available from the CONTRACTING AGENCY and establish additional subsurface investigation requirements. The CONTRACTOR shall develop a scope of work for subsurface investigations and perform field investigations. The CONTRACTOR shall produce a final geotechnical engineering report in accordance with the DOT&PF Engineering Geologist and Geologic Exploration Procedural Manual 2007, downloadable on DOT&PF website at Statewide Design & Engineering Services under Statewide Materials.

3.12 Landscape Architecture. The CONTRACTOR shall utilize a Landscape Architect for the development of designs and related services described or indicated herein for the landscape design. Included in this shall be, yet not limited to, a design analysis, evaluation (maintenance and cost) and plant selection for the work area indicated. The Landscape Architect drawings shall include, at a minimum, a site plan drawing and other drawings necessary to present the landscape design area. The landscape site plan drawing shall show all minimum required information listed above, as well as, planting locations, identifying plants to be installed, exiting site features, to be preserved, proposed irrigation system and location of new landscape amenities. Include in the submission any drawings necessary to describe details for paving, planting, general site and accent lighting, retaining walls, benches, irrigation system, etc.

B3.13 Commissioning Activities. Provide start up assistance to include on-site observations; assistance in the operation of building systems during initial occupancy and subsequent periods until proper operations are established responsibilities for corrective measures or procedures as may be needed. Provide written reports of the functional performance testing and document the tests performed, the results, and note corrective actions that are taken. Include items requiring additional corrective action on the formal checklist for Builder's action.

B3.13.1 Provide Commissioning Specifications for the project including but not limited to:

a. Division 01 specifications outlining commissioning requirements for the Builder's performance. Specifications shall require the Builder to coordinate and document commissioning activities, to schedule commissioning tasks, to provide a Schedule of Values of commissioning tasks, to submit test forms and completed checklists, and to submit training syllabi with a training schedule.

b. Include the following in Division 01 Commissioning Specifications:

   i. A Master Commissioning Signoff Log identifying equipment and systems to be commissioned,

   ii. Detailed requirements and schedule for Builder's submittal of O&M Manuals

c. Division 15 and 16 commissioning specifications to require specific commissioning activities in coordination of commissioning references in Division 01 and the other divisions.

B3.13.2 Commissioning Checklists and Submittal Review: Provide detailed checklists and review Builder's commissioning submittals as follows:

   i. Prepare Pre-functional Checklists and Functional Performance Test checklists based on the Master Commissioning Signoff Log that identifies equipment and systems to be commissioned. Prepare checklists for Division 15, Division 16, and any specialty systems based on approved submittals & O&M Manual data.

   ii. Review Builder's commissioning CPM schedule and Schedule of Values.

   iii. Review completed Pre-Functional Checklists after Builder completes the installation.

   iv. Review Builder's training schedules and syllabi.

B3.14 Serve as a member of an art advisory committee to determine specific sites for work(s) of art and the scale and type of artwork most appropriate for the project.

B3.14.1 Coordinate with artist(s) approved by the CONTRACTING AGENCY to identify installation, structural, utility or other service requirements for selected work(s) of art and assure that all such requirements are integrated into the bid documents.

B3.14.2 Coordinate and participate in the artist selection and the commissioning, production, delivery, and installation of the Work(s) of art in coordination with the CONTRACTING AGENCY's Project Manager.

B3.15 Building Automation Systems. The CONTRACTOR shall provide by performance specification the complete detailed and functional designs for the Building Automation Systems to serve the facility. Provide contract allowances for a Direct Digital Control (DDC) system and computerized Maintenance Management System (CMMS), in both design and construction.

B3.16 Furniture Fixtures, and Equipment (FF&E). The CONTRACTOR shall provide services for the planning and design of FF&E for the new facility. Equipment associated with the work of this section is normally referred to as Group II – Major Moveable Equipment. This equipment shall be defined as not fixed-in-place, and may be floor mounted or countertop mounted, and is not installed by the Builder. (The CONTRACTOR shall incorporate fixed-in-place Group I equipment into the design as incidental to the scope for the design of the facility.) Work shall include the detailed inventory of existing equipment, if any, to enable planning and integration of existing equipment to be relocated to the new facility. The identification and programming of specialized equipment and furniture items shall be included in this effort. Furniture and equipment lists shall be provided for separate procurement actions. Design drawings and room schedules shall reflect the size and location of selected FF&E. The delivery, access, setup and support requirements (electrical power, water, drains, etc.) for FF&E shall also be addressed during design.

B3.17 System Operations and Maintenance Manuals. Prepare written narratives and supplemental materials for each mechanical and electrical system to enhance the operations and maintenance (O&M) manuals provided by the Builder. Where appropriate, include one-line drawings extracted from the design to better communicate the concepts. If requested, also collaborate with the users and assist with the development of emergency action procedures.

ARTICLE B4

SUPPLEMENTAL PROVISIONS

B4.0 This contract is for the programming, design, construction assistance, and related services to be provided by the CONTRACTOR for the construction of the Valdez Airport Snow Removal Equipment Building (SREB) and Deicing Material Storage Building (DMSB).

The existing SREB will be demolished and a new 3-bay SREB will be constructed on the same site. The new SREB is anticipated to be approximately 9000 square feet and will have space allocated for existing airport lighting controls and backup generator. The SREB will be heated, a new external heating fuel tank is required. No office space is anticipated to be required in the SREB.

The DMSB will be constructed next to the existing sand storage building and will be approximately 2400 square feet. The building will be heated to maintain integrity of the airport deicing material. The building will normally be unoccupied. A new external heating fuel tank will be required.

All facilities shall be designed and constructed with all applicable State and Federal standards. Work will include, but is not limited to, site analysis, soils bearing analysis, survey, demolition plan, foundation design, and all architectural, civil, structural, mechanical, and electrical design.

Demolition work may be performed in advance of Construction. Design should accommodate separate plans and specifications for removal of hazardous material and demolition in accordance with all state and federal guidelines.

The State of Alaska Department of Transportation and Public Facilities will provide project management services for this project.

B4.1 Reference B1.7.4, delete sentences "Electronic drawing files shall be compatible with AutoCAD 2005. All other documents shall be compatible with MS Office 2003.", and replaced with "Electronic drawing files shall be compatible with AutoCAD 2010. All other documents shall be compatible with MS Office 2010."

B4.2 Reference B1.4, the Project Staff identified under this agreement are:

Name		**Project Responsibilities**
_____	P.E.	Contract Manager
_____	P.E	Project Manager
_____	P.E.	Civil Engineering
_____	P.E.	Structural Engineering
_____	P.E.	Mechanical Engineering
_____	P.E.	Electrical Engineering
_____	RA	Project Architect
_____	PLS	Survey
_____	P.E.	Geotechnical
_____		Cost Estimating
_____		Environmental
_____		IBC Special Inspections

B4.3 Reference B1.5, the Time Schedule is defined as: Deliverables for 35% Design with Cost Estimate, as coordinated by Consultant with CONTRACTING AGENCY, shall be submitted to CONTRACTING AGENCY by March 2022. Final design documents shall be submitted by June 2022. Interim reviews by the CONTRACTING AGENCY at 65% and 95% are desired.

B4.4 Reference Article B2.5 Construction Services (NIC): It is the intent of the CONTRACTING AGENCY to negotiate and add Construction Services to the contract by amendment; however, the CONTRACTING AGENCY is under no obligation to do so and reserves the right to complete the services by any other means, including the use of in-house services.

B4.5 Miscellaneous Services as Directed. The CONTRACTOR shall provide minor miscellaneous work items as directed that may not be known initially or may be added by amendment.

B4.6 Reference B2.3. An Erosion and Sediment Control Plan (ESCP) shall be included as a deliverable for the project. The ESCP shall include potential for soil disturbance, location, and estimated area.

B4.7 Reference Article B2.0.1 Regarding CSI Masterformat specifications: Make the following change: "CONTRACTOR shall use the most current Masterformat specification convention."