



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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Proposed Statement of Services

Other: Design and construct an ocean going vessel to replace the M/V Tustumena

ISSUING OFFICE

Agency Contact & Phone No..... : Vanda Randolph, Regional Contracts Officer (907) 465-4489
Contracting Division..... : State of Alaska, Department of Transportation and Public Facilities,
Southeast Region, Design and Engineering Services

PROJECT

RFP NUMBER..... : 02543004
Project Numbers-State/Federal..... : 70062 / N/A
Project Site (City, Village, etc.)..... : Ketchikan, AK
Project Title & Contract Description..... : AMHS M/V TUSTUMENA Replacement
The Consultant shall provide professional design and engineering services to prepare the following: Communication Plan, Public Participation Plan, Reconnaissance Report, Environmental Services, Design Study Report, Plans, Specifications and Estimates (PS&E), and design support during advertising and construction. See Statement of Services for additional information.

Anticipated period for performance-Begin/End: October 15, 2013/August 31, 2018

Estimated amount of proposed contract:

☐ less than \$100,000 ☐ \$100,000 to \$150,000 ☐ \$150,000 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) ☐ Cost Plus Fixed Fee (CPFF)
☐ Other:

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: September 26, 2013

PREVAILING TIME: 4:00 PM

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

ATTN: Vanda Randolph
Regional Contracts Officer
Department of Transportation and Public Facilities
6860 Glacier Highway
Juneau, AK 99801-7999

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

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must register with the Central Region Plans room to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, call (907) 465-4489, fax (907) 465-4238 or e-mail manuel.rose@alaska.gov and provide the project name & number, company name & contact person, address, phone number & fax number.

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.
 - 2.2 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 BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

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 WEB site. To view or download the booklet, follow these steps:

- A. log on to the web page at www.dot.state.ak.us
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

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. Non-compliance shall result in rejection of proposal.**
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 or Land Surveyors (A/E or LS) 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 or LS, then all Offerors including any A/E or LS 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 funding (FHWA and FAA) per 49 CFR 18.36(t), AC 150/5100-14D. For FAA exceptions: see AC 150/5100/14D, para 2-4(c).
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the 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 which 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 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

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

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 and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at http://www.dced.state.ak.us/occ/home_bus_licensing.html or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 Effective April 2, 2012, the Alaska Department of Transportation and Public Facilities implemented the Disadvantaged Business Enterprise (DBE) goals on selected consultant contracts. Consultants' good faith efforts to meet this goal by completing the DBE Utilization Report will be scored criteria, see RFP Part C. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850. For this RFP, there is ☐ is not ☒ a 5% DBE goal.

SUBMITTAL CHECKLIST

PART

B

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

Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (2 AAC 12.565).
- [] 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.
- [] 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 standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. *Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C*, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13.
- [] 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: **Fifteen (15)**. 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.

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.

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

- [] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, Price Proposals and DBE Utilization Report**) required is: **Six (6)**

- [] 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).

EVALUATION CRITERIA

PART

C

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 10

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: 15

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 or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, 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: 15**

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. Professional & Technical Staff (Naval Architect, Structural/Mechanical/Electrical Engineers) / PE
4. Propulsion Control System Consultant
5. Navigation and Bridge Equipment Integration
6. Propulsion Control and Monitoring Integration
7. Interior Design
8. Technical Writing
9. Public Participation Coordinator
10. Elevator Contractor
11. Quality Assurance
12. Cost Estimator

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

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 which 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 3 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 contracts statewide with regions, divisions, etc., of the Contracting Agency.

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**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 the projects and a brief narrative of the successes of the projects. 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.

7. Quality of Proposal**7. Weight: 10**

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. Quality Assurance**8. Weight: 5**

The Department is concerned about minimizing cost revisions during construction that are caused by errors and omissions of the bid plans and specifications. Discuss your Firms methodology and quality assurance procedures to assure that the project schedule is maintained and that all work products are of the highest possible quality. Explain the steps that will be taken to assure that the owners review comments will be incorporated into the final document; and the steps that will be taken to review the documents prior to submittal of the Final Plans and Specifications to the owner.

9. N/A**9. Weight: 0**

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

If a DBE Goal is required (RFP Part A, 15.2), weight shall be at least "10" for FHWA or FAA funded contracts.

To be granted this preference, Offeror's response must identify certified Disadvantaged Business Enterprise firms (DBEs) on the attached DBE Utilization Report that will participate in the proposed contract. This form must be attached to Part D, Proposal Form. Failure to submit the DBE Utilization Report form when this preference has been given weight will result in "0" points.

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address <http://www.dot.state.ak.us/cvlrts/directory.shtml>.

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

"5" More than 5% DBE Participation – Exceeds the goal;

"3" - 5% DBE Participation – Met the goal;

"1" - Less than 5% but more than 0 % DBE participation – Did not meet the goal, but had some DBE Participation;

"0" - No DBE participation.

11. Alaska Bidder (Offeror) Preference

49 CFR 18.36(c)(2) & 2 AAC 12.260(e)

11. Weight: 10

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

To be granted this preference:

1) Response must certify that Offeror meets the following requirements per AS 36.30.170(b):

- (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 32.05 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).

2) Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.

Response 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 qualifies as an Alaska bidder using the criteria in 1), 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 that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both 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 allocability 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 (Required 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**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

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

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

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000) 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

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

13. Total Price Proposal (Required Format)**13. Weight: 0****PART****C**

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.**

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate(\$/hr)</u>	<u>Proposed Costs (\$)</u>
				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, etc.) - 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.**

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Proposed Costs (\$)</u>
			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:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP*})}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*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 36.30.175] (maximum \$5,000) 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

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

PART

D

Project Numbers-State/Federal	70062 / N/A
Project Title	M/V TUSTUMENA Replacement
RFP No.	02543004

Contractor :
 Street :
 P.O. Box :
 City, State, Zip :
 Alaska Business License Number : ***License is a prerequisite to Proposal.***
 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)..... :

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

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

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: _____
Title: _____

Date: _____
Telephone (voice): _____
(fax): _____
Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for 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. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
 - c. A canceled check that demonstrates payment for the Alaska business license fee.
 - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - f. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: http://www.dced.state.ak.us/occ/home_bus_licensing.html.]

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

For state funded projects: by signature on this solicitation, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – 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, and in which the officer participated personally and substantially through the exercise of official action,

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

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

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

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:	Address where Accounting Records are maintained, if not at Office Address:
Street: _____	:
P.O. Box: _____	:
City, State, Zip: _____	:

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

AKSAS Project No: 70062
Federal Project No: N/A
Date Prepared: 8/27/13

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

ARTICLE D1 INDEMNIFICATION

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

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

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

ARTICLE D2 INSURANCE

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

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

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

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

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

\$ 1,000,000.00

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

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

CONTRACTOR RELATED MODIFICATIONS

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

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

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

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

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

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

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

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

CONTRACTING OFFICER

Signature: _____
Name: _____
Title: _____

Date: _____

STATEMENT OF SERVICES

M/V TUSTUMENA REPLACEMENT

PURPOSE/DESCRIPTION OF THE PROJECT

The Consultant shall provide design and engineering services to accomplish the following:

- (1) prepare Communication Plan
- (2) prepare Public Participation Plan
- (3) prepare Reconnaissance Report
- (4) Environmental Services
- (5) prepare a Design Study Report
- (6) develop and assemble construction grade Plans, Specifications and Estimates (PS&E) for competitive bidding
- (7) provide design support during advertising and construction

The selected Naval Architecture and Marine Engineering firm shall design a new build to meet Alaska Marine Highway System's operational and performance requirements for vessel to service Southcentral and Southwest Alaska Ports (M/V Tustumena Replacement).

VESSEL INFORMATION (CURRENT)

Vessel Type	Roll On – Roll Off (RO-RO) Passenger/Vehicle Ferry
USCG Classification	Subchapter H
Classed.....	American Bureau of Shipping (ABS) ✱A1, Ⓢ, AMS, Ferry Service
	Passenger
Service	Domestic Voyage
Service Route Type	Lakes, Bays and Sounds
Southeast Alaska Stability Policy	Exposed Routes
Length Overall.....	296'-0"
Beam (Main Deck)	59'-0"
Depth (molded).....	21'-9"
Draft (Full Load)	14'-4-1/2"
Passenger Capacity	174
Crew Capacity	37
Staterooms (4 Berth).....	8
Staterooms (2 Berth).....	17
Staterooms (ADA – 2 Berth).....	1
Vehicle Capacity	720'
Vehicle Quantity.....	36
Van Quantity	12
Vehicle Loading Ability	Stern and Side (Port & Starboard)
Cruise Speed.....	13.8 knots
Operation	Oceans, not on international voyage; Exposed Waters
Manning Level.....	Minimum Manning IAW Regulatory Requirement – Unmanned Engine Room
ADA Compliant.....	Americans with Disabilities Act (ADA) with Passenger Elevator

MINIMUM QUALIFICATIONS

Firms must demonstrate experience in the design of projects of the same or greater magnitude and complexity as the existing fleet. The firm must have designed and provided plans, specifications and estimate for at least one such vessel in the last five years.

SCOPE OF THE REQUIRED DESIGN SERVICES

The design phase of the project spans all activities of preliminary vessel design through advertisement for construction. The design product will be plans, specifications and estimate (PS&E) assembly adequate to obtain competitive bids and detailed enough to construct the project. During the construction phase, the Consultant shall be available to provide engineering interpretation of the PS&E assembly and review of Contractor submittals.

TASK #1 SCHEDULES AND COORDINATION

The Consultant's Project Manager will coordinate with the AMHS Project Manager to obtain all reviews and approvals.

COMMUNICATION

In order to assure mutual understanding of the project as it develops, close communication between the Consultant and the AMHS Project Manager will be essential.

This task will include preparation of a Communication Plan. This plan will be a guidance document to assist the project managers and project stakeholders with managing the communications for the efficient execution and administration of the project. This plan will describe the project stakeholders, the nature of anticipated communications, the form the communications will take, and a communications schedule to support Preliminary Design phase of project development.

At a minimum, a weekly teleconference between the Consultant and the AMHS Project Manager will be required. A weekly report should be given at the beginning or end of each week to communicate the status of each aspect of the design spiral. In addition, office visits and progress meetings will be scheduled as often as necessary to maintain close coordination and cooperation.

SCHEDULE

The Consultant shall prepare and maintain a Work Schedule showing the major activities of the project design, correlating the Consultant's work and work to be performed by AMHS. The Work Schedule shall be a time-scaled chart detailing the activities by Critical Path Method (CPM). The Schedule shall show the order and interdependence of the various milestones, subtasks and deliverables for each of the Tasks. Once the work begins, the Consultant shall submit an updated schedule monthly, with a narrative that addresses changes in the schedule and an **Action Plan** that explains how the Consultant will meet all deadlines as agreed.

Projected Milestones:

Final (100%) PS&E.....May 11, 2015
Construction Contract Award.....September 01, 2015

DELIVERABLES

<u>Type of Document</u>	<u>Originals (Quantity)</u>
Communication Plan	1
Work Schedule (original and updates)	1

TASK #2 PUBLIC PARTICIPATION

The Department has made a commitment to solicit and consider participation from the public. In particular, this will include representatives from crew, Maine Transportation Advisory Board (MTAB), Southcentral and Southwest Communities currently serviced by AMHS.

The Consultant shall prepare a Public Participation Plan for approval by the Departments Project Manager. A plan developed in accordance with the principles described in "Systematic Development of Informed Consent" as presented by the Institute for Participatory Management and Planning is preferred (<http://www.ipmp-bleiker.com>). This system is often called the Bleiker System.

DELIVERABLES

<u>Type of Document</u>	<u>Originals (Quantity)</u>
Public Participation Plan	1

TASK #3 RECONNAISSANCE REPORT

The broad purpose of the Reconnaissance Report is to develop and refine the operating owner requirement (operating characteristics) for the vessel. The Reconnaissance Report will conclude a recommendation to proceed with a particular vessel under a specific procurement method.

The Department has done some preliminary work. The Consultant shall complete the preliminary work necessary to prepare a Reconnaissance for approval by the Department. This review shall include review of Shore Facilities Condition Survey Report, site visit to Southcentral and Southwest ports, meeting with AMHS and DOT&PF personnel to discuss and refine the Scope of Work.

Design Concept Review: The Consultant will meet with the Project Manager and Steering Committee to present and discuss the Design Concept. This meeting will occur prior to submittal of Draft Reconnaissance Report.

Draft Reconnaissance Report: Prepare and submit a Draft Reconnaissance Report to the Department's Project Manager for Department review. Following the review, incorporate necessary corrections into the Draft Reconnaissance Report.

The Reconnaissance Report shall include thorough discussion of the following items:

Design/Construction Concerns: The Report shall fully cover:

- (1) The compatibility of a new vessel with existing terminals and dock facilities.
- (2) Classification and certification. Hull design, propulsion, and travel demand and capacity.

Estimates: Estimate the preliminary construction cost based on estimated quantities of materials, labor and construction contractor profit.

Cost of Operations / Maintenance / Security: Provide recommendations and design guidance which will assist AMHS to minimize vessel manning and life cycle cost of operation and maintenance. These recommendations must be consistent with current USCG and Classification Society requirements for safe, reliable, and secure vessel operations on the route in which the vessel will be operated.

Accessibility Requirements: In accordance with the Americans with Disabilities Act, provide a discussion identifying accessibility items to be incorporated into the design.

Discussion and Recommendation of a Procurement Strategy: The Consultant shall prepare a list of U.S. Shipbuilders potentially interested and capable of constructing this vessel. The Consultant shall discuss the advantages and disadvantages of the common types of procurement including Modification of Existing Shipbuilder Designed Vessel; Design-Bid-Build; Design/Build and Construction Management. Include a discussion of the value of Shipyard ISO Certification. The Consultant may also be asked to

assist in preparation of briefing papers and FHWA's Special Experimental Project (SEP) 14 request documents. This task will conclude with the recommendation of a preferred Procurement Strategy.

DELIVERABLES

Type of Document	Copies	Originals (Quantity)
Draft Reconnaissance Report	6	1
Final Reconnaissance Report	6	1
Electronic Reports (Draft and Final)	-	1

TASKS #4 ENVIRONMENTAL SERVICES

The Department will prepare the Environmental Analysis based on the project scope as defined in the draft Reconnaissance Report. The Consultant will only be responsible for providing support in the form of Concept design drawings and refined vessel information necessary to obtain approval of the Environmental Documents.

It is anticipated that the project will qualify as a Categorical Exclusion (CFR 771.117(d)(1)) unless significant environmental impacts are identified.

Once the Regional Environmental Coordinator has approved the Environmental Analysis, the Department will submit the analysis to the Federal Highway Administration for concurrence.

TASK #5 DESIGN STUDY REPORT (DSR)

The broad purpose of the Design Study Report (DSR) is to develop and refine various alternatives to accomplish the project. Each proposed solution will be analyzed to determine how well it satisfies the project purpose. The DSR will conclude with a recommendation to proceed with a particular vessel design under the preferred procurement method.

Design Concept Review: The Consultant will meet with the Project Manager and Steering Committee to present and discuss the Design Concept. This meeting will occur prior to submittal of the Draft Design Study Report.

Design Study Report: Prepare and submit a Draft Design Report (DDSR) to the AMHS Project Manager for review. After final review, all necessary corrections shall be incorporated into the DDSR and the DSR shall be finalized.

The DDSR and DSR shall include the following items:

Design/Construction Concerns:

- (1) The compatibility with existing terminals and dock facilities
- (2) Determination of best practices for loading and off-loading of vehicles and passengers (terminal changes or vehicle elevator)
- (3) The compatibility of the new vessel with planned infrastructure improvements
- (4) Travel demand and vessel capacity
- (5) Potential for future modification to the vessel to accommodate growth in vehicle and passenger traffic over the service life of vessel
- (6) Hull design and propulsion: This section should include the potential for maximum fuel economy and alternative fuels
- (7) Comply with EPA Regulations
- (8) Vessel automation to include navigation, engineering and line handling required to minimize vessel manning level

- (9) Capital and Operating cost estimates/analysis
- (10) General Arrangement/Profile and Details for concept candidates
- (11) Classification and certification

Estimates: Estimate the preliminary construction cost based on estimated quantities of materials, labor and construction contractor profit.

Cost of Operations/Maintenance/Security: Provide recommendations and design guidance/concepts which will assist AMHS to minimize vessel manning and life cycle cost of operation and maintenance. These recommendations must be consistent with current USCG and Classification Society (ABS) requirements for safe, reliable, and secure vessel operations on the route in which the vessel will be operated.

Accessibility Requirements: In accordance with the Americans with Disabilities Act, provide a discussion identifying accessibility items to be incorporated into the project design.

The Consultant shall organize public meetings in conjunction with the AMHS Project Manager. The public meetings shall be held to listen to requests and concerns with the new proposed vessel. The Consultant shall establish a listing of interested parties and places to the AMHS Project Manager prior to advertising the meeting. In addition, the Consultant shall present the DSR and Decision(s) (design characteristics) in accordance with the AMHS Project Manager. Minutes from all meetings shall be published. At the conclusion of the meetings, a report should be developed and published noting; (1) Original constraints, (2) Gives, (3) How problems were solved, (4) Design Performance Standards, (5) General Arrangements/Profile, and (6) Consensus Decision.

The Consultant shall complete the preliminary work necessary to prepare the DSR for approval by the AMHS Project Manager. This will include meeting with AMHS and other DOT&PF personnel to discuss and refine the Project Scope of Work if necessary.

Upon completion of the DSR, the Consultant will deliver six (6) copies of the final bound and accepted deliverable to the AMHS Project Manager, plus electronic document in PDF and MS Word (fully editable) formats.

<u>Type of Document</u>	<u>Copies</u>	<u>Originals (Quantity)</u>
Draft Design Study Report	6	1
Final Design Study Report	6	1
Electronic Reports (Draft and Final)	-	1

TASK #6 PLANS, SPECIFICATIONS & ESTIMATES (PS&E) ASSEMBLY

This task will consist of using the parameters from the approved Design Study Report to produce a PS&E assembly suitable for competitive bids and a contract for the construction of the project. When the PS&E assembly has been approved by the Department's Project Manager and an Authority-to-Advertise is obtained, this phase of work will be complete.

The following are major components of the PS&E deliverable. This is not all inclusive as the full design spiral shall be followed in the development of the concept vessel:

- (1) Regulatory Research
- (2) General Arrangement and Profiles
- (3) Lines Plan
- (4) Intact and Damage Stability
- (5) Scantling Calculations

- (6) Structural Plans/Elevations
- (7) Structural Sections
- (8) Superstructure
- (9) Speed and Power Calculations
- (10) Major Equipment List
- (11) Mechanical System
- (12) Vibration Analysis
- (13) Electrical Load Analysis
- (14) Weight Estimate
- (15) Cost Estimate

DESIGN PLAN SHEETS: All plans shall be ink on standard size D (22" x 34") sheets, plotted at 1/2 size (11" x 17"). All design plan sheets shall have a title block and be sealed by a professional engineer who is responsible for or prepared the design. The plans shall contain at least the following sheets and information:

Title Sheet:

- A. Project title, project numbers and description of work
- B. Plan sheet index

Detail Sheets:

All necessary miscellaneous construction details, etc.

Plan Sheets:

As necessary to adequately describe the work

HISTORICAL REFERENCE DRAWINGS AND DOCUMENTS: All historical drawings referenced as part of the specification shall be provided in an easily readable electronic format. PDF or AutoCAD 2010 or 2013 file format are acceptable.

MODEL TEST: A model test of the proposed hull design shall be completed. The complete results of the model testing analysis report shall be delivered to the AMHS Project Manager. A meeting of the steering committee may be called at the direction of the AMHS Project Manager to discuss any findings from the testing. The Consultant shall be in attendance to discuss any concerns, questions, etc.

SPECIFICATIONS AND ESTIMATES

The AMHS has developed standard General Provisions and standard Sections 0 and 1. A printed copy of the General Provisions and an electronic copy of Sections 0 and 1 will be supplied to the selected consultant. The Consultant's Specifications shall be written to coordinate with these standards. In particular, the Consultant shall be responsible for developing lists of deliverable items, required test memos, a list of required drawings (with minimum required approvals indicated and editable by the State and Contractor), sample material control schedule (reasonably complete and editable by the State and Contractor), and development of purchase technical specifications (PTS). The purpose of the PTS is to assist the shipyard contractor in ordering material that complies with the specifications.

The Consultant shall prepare and submit specifications that shall comply with all current regulatory agency requirements affecting the documentation, certification and operation of the vessel. The Specifications shall be written to describe the total job depicted by the drawings listed for each specification section. Each section shall be a single item sequentially numbered. Specifications are to be cross referenced as appropriate. Specifications shall be written in a manner that construction contractors can clearly determine the costs to complete each item. Each specification section shall completely describe the work required to accomplish the installation of the equipment or structure being installed by that section. Where several sections involve equipment to operate together, the integrated

system shall be incorporated into the item that is anticipated to be the most costly. Each specification section shall include specific operational testing to be accomplished as well as reference to the testing section for standard testing of such items as electrical wiring, bulkhead penetrations, welds, hull penetrations and piping hydrostatics testing.

Each specification section shall have the following subsections if appropriate. However, if the Consultant desires to use an alternate structure, it should be proposed to the AMHS Project Manager for approval.

- A. GENERAL SCOPE
- B. REFERENCES
- C. STATE-FURNISHED EQUIPMENT
- D. MAJOR CONTRACTOR-FURNISHED EQUIPMENT
- E. DETAILED SCOPE OF WORK
 - a. INSTALLATIONS
- F. COATINGS, NOTICES, AND MARKINGS
- G. INSPECTIONS, APPROVALS, AND TECHNICAL DOCUMENTATION
- H. TESTING
- I. TRAINING
- J. SPARE PARTS AND SPECIAL TOOLS
- K. BASIS OF PAYMENT

Any revisions necessary to obtain approval shall be at the Consultant's expense. Any fees arising from re-submittals due to errors or omissions shall be the Consultant's responsibility.

The project Bid Schedule and Engineer's Estimate shall be submitted in a Department approved format. **The Engineer's Estimate will be reviewed and updated monthly to reflect any changes or modifications.** It is the Department's expectation that the Engineer's Estimate (and the Construction Bids) will be within the available construction funding. If the Engineer's Estimate exceeds this amount, the consultant shall immediately notify the AMHS Project Manager. The Consultant may be required to redesign or re-scope the project at their own expense to assure an affordable construction bid.

Estimated construction contract amount: \$175,000,000 - \$210,000,000

In addition to its obvious purpose as a technical document, the Plans and Specifications have another purpose; as a legal document. The Plans and Specification form the basis for the Construction Contract. Particular attention must be paid to their development for this purpose. It is imperative that the information contained in the plans and specifications are accurate and the wording precise and unambiguous. If the contract wording is subject to multiple interpretations, claims courts have taken the position that it will be interpreted in favor of the party which did not write it.

SUBMITTALS

50% PS&E: The consultant shall prepare a 50% PS&E assembly suitable for a complete review by representatives of the AMHS and other agencies. At this stage of completion the drawings, specifications and cost estimate should be developed to describe and illustrate the work intended. In particular, the specifications must be adequate to describe in words what is being shown on the drawings. The drawings and specifications must clearly present the work to be accomplished in sufficient detail for the shipyard to prepare a bid. The Construction Cost Estimate should be developed to 50% level.

When the 50% Plans, Specifications and Estimate are ready for review; the Consultant shall submit the entire and complete assemblage to the AMHS Project Manager for initial review and comment. The State does not want to receive the 50% submittal in piece meal format. Corrections may be necessary

prior to accepting the final 50% PS&E Package for review. When the 50% PS&E package assembly has been accepted by the AMHS Project Manager, the Consultant shall incorporate comments and revisions and provide the Project Manager with at a minimum six (6) printed copies and one electronic copy (PDF Format) of the corrected submittal(s) for review. The AMHS Project Manager will organize and schedule a review meeting. The purpose of the meeting will be to review of plans, specifications, and construction cost estimate. The Consultant will attend the meetings, prepare meeting minutes, and respond to all questions.

75% PS&E: Same as the 50% PS&E, however the plans, specifications, and construction cost estimates should address all comments and corrections resulting from the 50% review process. At this stage of completion the drawings, specifications, and construction cost estimate should be sufficiently developed to describe and illustrate the work intended. The drawings and specifications must clearly present the work to be accomplished in sufficient detail for the shipyard to prepare a bid. Estimate should be developed to a 75% or greater level of confidence/detail to confirm sufficient funding.

When the 75% Plans, Specifications and Estimate are ready for review; the Consultant shall submit the entire and complete assemblage to the AMHS Project Manager for initial review and comment. The State does not want to receive the 75% submittal in piece meal format. Corrections may be necessary prior to accepting the final 75% PS&E Package for review. When the 75% PS&E package assembly has been accepted by the AMHS Project Manager, the Consultant shall incorporate comments and revisions and provide the Project Manager with at a minimum six (6) printed copies and one electronic copy (PDF Format) of the corrected submittal(s) for review. The AMHS Project Manager will organize and schedule a review meeting. The purpose of the meeting will be to review of plans, specifications, and construction cost estimate. The Consultant will attend the meetings, prepare meeting minutes, and respond to all questions.

95% PS&E REVIEW: The Consultant shall prepare and submit the 95% PS&E assembly for the Owner's Final Review. The package shall consist of the Complete Project Plans, Technical Specifications and Engineer's Estimate. The AMHS Project Manager will coordinate the 95% PS&E review. A meeting will be scheduled to mediate all questions received as a result of the review. The Consultant shall attend the adjudication meeting, and will respond to all questions.

At this stage of development, the Consultant should consider their work completed, except for incorporation of the Owner's final comments. There should not be any blanks to be filled in, there should not be reservations for information, dates should be listed and all engineering should be completed and stamped. The Plans and Technical Specifications should be completed to construction grade. The Consultant should not expect the Owner to provide engineering quality assurance. The Owner review is intended to confirm that the final package conforms to the Owner's style preferences. It is not intended to catch Consultant errors or omissions. The primary goal is to provide sufficient information and detail so the shipyard contractors can submit a bid. **The Consultant's Design Schedule will include a minimum of three weeks for Department Review.**

FINAL (100%) PS&E: Following the PS&E Review, the Consultant shall incorporate necessary revisions of the PS&E Package; following which the Consultant shall provide final corrected drawings, Technical Specifications, Engineer's Estimate and bid Schedule in both hard copy and electronic format. The Department will be responsible for combining the Bid Schedule and Final PS&E Plans and Specifications with required contract forms, and other bidding information. The Final PS&E Package will include a ½ size signed original of the plans, and a complete set of CAD files (in both PDF and AutoCAD 2010 or 2013 Format). The Consultant's Design Schedule will include a minimum of three weeks for Department Review.

FINAL DOCUMENTATION: The Consultant shall submit a loose-leaf notebook containing all quantity computations, indexed for each Bid Item in the contract. The notebook shall contain sufficient information to allow the plan quantities to be checked from the source document, through computations and assumptions. The Consultant shall also provide notes, sketches, photographs, and other materials

which may have been used to document the development of the project, referenced to the applicable Bid Item. This document shall be submitted within two weeks of submittal of the Final PS&E submittal date.

If data storage and computations are accomplished electronically, the Consultant shall provide copies of all such data and computations in a format that is readily loaded into the Department's computer. CAD Drawing format must allow introduction into the AutoCAD program using the "GENERIC IMPORT" command.

REPRODUCTION: A minimum of six (6) bound copies will be delivered from the Consultant upon initial review and approval by the AMHS Project Manager, unless noted otherwise. Distribution of all Draft Review (50%, 75% and 95%) and Final PS&E Packages will remain the responsibility of the AMHS Project Manager.

DELIVERABLES

<u>Type of Document</u>	<u>Copies</u>	<u>Originals(Quantity)</u>
50 % PS&E Review	6	1
75% PS&E Review	6	1
95% PS&E Review	6	1
Final (100%) PS&E	6	1
½ Size Drawing Originals	6	1
CAD Files on Disc	-	1
Final Documentation	6	1

The Consultant shall ensure that final plans and specifications comply with all applicable American Bureau of Shipping and the United States Coast Guard rules and regulations. Any additional Consultant expenses arising from resolving issues with non-compliant plans or specifications during the construction phase shall be the Consultant's responsibility at no additional cost to the State.

TASK #7 BIDDING AND CONSTRUCTION SERVICES

The Consultant shall make staff and original records of the project available until the construction of the project is completed. The Consultant may have to clarify part of the PS&E assembly, provide design intent during the bidding period, or interpret the PS&E during construction of the project. All questions pertaining to the design and subsequent interpretations shall be coordinated through the Department's Construction Manager. In no case will the Consultant be required to communicate directly with the companies bidding for the construction contract or with the successful bidder. Assistance will be expected on all change orders or modification of the plans set during the construction phase of the project. The Consultant may be requested to review construction contractor submittals for conformance with the PS&E. Attendance at the Preconstruction conference and field inspections may be requested.