

SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per
AS 36.30.320 and 2 AAC 12.400

PART A - REQUEST FOR PROPOSALS

NOTE: State Small Procurement Limit is \$200,000; Fed-Aid Small Procurement Limit is \$150,000

GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated January 2018 of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be distributed with any of the three parts; however a

copy may be obtained on our website at the following link: <http://www.dot.state.ak.us/procurement>. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certification for Licenses and Insurance).

Project Title: Bryant Army Airfield (BAAF) Area Development Plan		Contracting Agency:	
Project Number(s): N/A		State of Alaska	
RFP #: 09-3001-02A7019009		Department of Military and Veterans Affairs	
Project Site (City, Village, etc.) Bryant Army Airfield Joint base Elmendorf-Richardson, Alaska 99505		Facility Management Office	
		57024 Roosevelt Road	
		P.O. BOX 5800	
		Joint Base Elmendorf-Richardson, Alaska 99505	
Agency Contact: Nathaniel B. Ouzts, Planner II		Phone: (907) 428-7154	
		Email: nathaniel.ouzs@alaska.gov	
Estimated Amount of Proposed Contract:		<input type="checkbox"/> less than \$50,000 <input checked="" type="checkbox"/> \$50,000 to \$100,000	
		<input type="checkbox"/> \$100,000 to \$150,000 <input type="checkbox"/> \$150,000 to \$200,000	
Funding Source (check all that apply): <input type="checkbox"/> State <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA <input checked="" type="checkbox"/> Other:			
REQUIRED SERVICES: <input checked="" type="checkbox"/> are described in the enclosure consisting of 6 pages, dated 7/16/2019			
OR: <input type="checkbox"/> are described as follows:			
Note to Proposers: Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or non responsible, and rejected, depending upon the materiality of the individual's proposed position.			
If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.			
Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.			
PERIOD OF PERFORMANCE:		Begin: September 2019 End: June 2020	

PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed five (8.5" x 11") pages**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be emailed or hand delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

- ☐ ***A Price Estimate is NOT required with your proposal.*** The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.
- ☒ ***A Price Estimate is required with your proposal.***

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

PRICE ESTIMATE FORMAT (if required per above)

1. * Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	<u>Total DCDL \$</u> _____
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 2. * Indirect Costs (IDC). IDC Rate: _____% Total IDC \$_____
 3. Subcontracts. List each, the amount for each and **attach an estimate in this format for each**. Total Subcontracts \$_____
 4. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>	<u>Total Expenses \$</u> _____
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 5. * Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses. Total Cost \$_____
 6. * Proposed Fee. List a proposed **amount** (not a percentage) for profit. Fee \$_____
 7. Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee. Total Price \$_____
- * Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). **Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.**

SUBMITTAL DEADLINE AND LOCATION

DATE: 8/14/2019

PREVAILING TIME: 1:00 PM AKST E-MAIL: mvaafmocontracts@alaska.gov

Hand deliver proposal directly to following location, and person, if named; E-Mail to the address above:

Department of Military and Veterans Affairs Facility Management Office
Attn: Nathaniel B. Ouzts
57024 Roosevelt Road
Joint Base Elmendorf-Richardson, Alaska 99505
(907) 428-7154

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline**. Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided. (An out-of-town/state Offeror may electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)

BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.
- 3) Reasonableness of proposed schedule for performance.
- 4) Price Estimate (*if* required with proposal).
- 5) Other (specify):

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A

PROPOSED STATEMENT OF SERVICES

APPENDIX B

RFP No: 09-3001-02A7019009

Program No:

Federal No:

Date Prepared: 7/16/2019

Bryant Army Airfield (BAAF) Area Development Plan Update

INTRODUCTION

The services to be rendered by the Architect-Engineer (A-E) under this contract include those requirements to update an Area Development Plan (ADP) Update for the Alaska Army National Guard encompassing the Bryant Army Airfield (BAAF) Enclave on Joint Base Elmendorf Richardson. The A-E shall update and provide the following:

- a) Requirements Analysis: Analysis of Current Conditions Inventory (not physical condition), to include facilities, utilities, unit mission space requirements, and adjacent activities. Analysis is to include forecasted force structure and unit mission space requirements.
- b) Area Development Plan (ADP): Update of site concepts to include facilities, utilities, site layout (up to three options), special requirements, phase for design and construction, and cost estimates to meet the 100% authorization for BAAF.
- c) Development and input of 1390/91 data into RPLANS to include Hangar space across the state to ensure total space is not exceeded.

SCOPE

The A-E will furnish all labor and materials necessary to produce the elements listed above. The following provides amplification of these requirements. Analysis of current conditions will analyze the mission of the Alaska Army National Guard and detail additional users in facilities to include but not limited to the Air National Guard, the Alaska State Defense Force, and other supporting elements of the DMVA. The A-E will describe the existing physical, social, built, historical, cultural and archaeological environments in which for all current and proposed sites exists including, but not limited to utilities, transportation, and land use. The A-E will utilize existing data as well as data developed from other sources which includes the Real Property Development Plan (RPDP), Readiness Center Transformation Master Plan (RCTMP), ADP, transportation studies, utility analysis, space utilization studies, Tabulation of Existing and Required Facilities and environmental, historical, cultural and archaeological studies. The A-E will be responsible for summarizing all data from all sources into the ADP. The following amplifies the elements above:

- a) Kick-off meeting: Resolve goals and objectives for the AKARNG BAAF ADP. Identify POCs from each organization within the AKARNG facilities and gather additional information from stakeholders.
- b) Analysis of current site conditions: The A-E shall update the existing plans to reflect current site conditions. These plans will be updated using available data provided by the AKARNG as well as additional data gleaned from site surveys conducted by the A-E. The following elements will be included:
 - Site Plan with Permit/License boundaries
 - Topographic Survey
 - Soils Survey to include soil types present and how they relate to Seismic Vulnerability
 - Utilities (Water (Domestic and Fire Protection), Sewer, Gas, Electric, and Telecom) to include capacity, condition, source, load, and any deficiencies in its plant or distribution system.
 - Constraints (natural, man-made, historical, cultural and archaeological) overlay identifying all constraints with use of parcel such as setbacks, tower conflicts, etc.
- c) ADP Meetings: During the development of the ADP, the A-E shall conduct at a minimum of six RPMP meetings. Recommended meetings including a Kickoff Meeting, Requirements Meeting, Vision Meeting, 60%, 90% and Final Outbrief. For these meetings, the A-E shall provide a list of required facilities as well as the following as they are developed:

- A consolidated list of facility requirements based on current and forecast Mission and Force structure for the AKARNG
 - Cost Estimates (Clarification: Cost level of detail to be at DD Forms 1390/1391 level)
 - Site Plans (Proposed)
 - Utility Plans (Water (Domestic and Fire Protection)), Sewer, Gas, Electric, Data, and Telecom)
 - Meeting minutes; to be submitted to and approved by KO/COR
- d) Update ADP elements: Provide an update of the ADP to include the following items: Executive Summary, Overview, Site Inventory and Analysis, Development Program, Course of Action Alternatives, Area Development Plan, 1390/1391 and Appendix.
- e) TAB Update: Requirements Analysis - This section will analyze Facility Category Groups (FCG), which consist of broad groupings of individual facility category codes. It will identify facility requirements and deficiencies based on data developed from the Tabulation of Existing and Required Facilities. The requirements analysis will contain an updated Tabulation of Existing and Required Facilities - A Tabulation of Existing and Required Facilities will be prepared by updating current TAB dated Nov. 2008 and in an automated format. The TAB will record facility allowances, requirements, existing assets and balances (i.e., surplus or shortfall) The TAB will be prepared at the training site level by individual facility category code. This data will be aggregated by FCG per the example in the RPDP:
- Training Site/Unit Strength and Population Data – The training site's planned strengths will be based on authorized strengths in the ASIP projected for the final year of the Program Objective Memorandum (POM) cycle. This data will be provided to the contractor by the AKARNG point of contact prior to beginning work on the tabulation.
 - Real Property Data - Real property and space utilization data will be obtained from the PRIDE Real Property files and databases as well as current real property surveys. When the Data in PRIDE differs from "ground truth", the ground truth will be used. Digital copies of this data will be provided to the contractor by the AKARNG point of contact prior to beginning work on the tabulation.
 - Allowances - The TAB will be based on facility planning criteria contained in such sources as NGP415-12, the Facility Planning System (FPS), Real Property Planning System (RPLANS), Army Criteria Tracking System (ACTS), and Architectural and Engineering Instructions (AEI) "Design Criteria". For Non-AKARNG entities of the DMVA, current and future organization structures/manning documents will be utilized in conjunction with standard facility requirements based on mission, grade, and function shall be used to determine allowances.

Document Purpose

The purpose of the ADP is to validate the sufficiency of standards for facility size, configuration, and equipment for the range of missions and training for the AKARNG. Additionally, the ADP is to further develop master plans for each site that requires further construction to meet mission requirements. Assess each BAAF facility to objectively measure and determine the current facility condition and capability to support authorized manpower, unit training, and operations. Assess facility supporting facilities and functions to include equipment storage, classrooms, force protection, utilities, maintenance, administration, and proximity of support and training facilities for their ability to support the readiness center training missions. Recommend locations for the placement of new facilities, the relocation of units from any existing facility, or a change in the mission of units assigned to facilities. Develop an investment strategy and proposed funding amounts in a prioritized project list to correct the most critical facility shortfalls across the inventory of BAAF facilities.

The AKARNG shall provide the following data in support of updating the ADP:

- Bryant Army Airfield ADP, August 2016
- 2008 Real Property Development Plan
- AKARNG Station Plan
- A detailed summary of the current facility conditions (ISR and/or Builder)

Plan Submittals

a) Submission and Approval of Work

- At time of award of the task order, a progress schedule will be submitted for approval. The schedule will show the various items included in the task order and the order in which the A-E proposes to carry out the work, with dates on which the A-E will start the features of the work and the contemplated dates for completing same. This proposed and actual progress will be updated each month. Significant milestones such as review submittals shall be annotated. Such schedule shall provide for completion of all work within the task order time. The A-E shall assign sufficient technical, supervisory, and administrative personnel to ensure the execution of the work in accordance with the approved progress schedule. If, for any reason, the schedule is changed or modified, the Contractor shall provide an amended schedule as soon as possible. Amended schedules shall not be permitted to affect previously scheduled milestones that were to occur within five (5) working days of an amended schedule submission date. Schedule revisions shall not be effective until approved.
- The A-E shall correct the progress schedule at the end of each month and shall deliver one copy (may be electronic) to the KO/COR. In as much as monthly partial payments to the A-E are based to a large extent on the progress schedule, the monthly corrections should be realistically made to the best ability of the A-E.
- Review Comments: For each Review Submittal, the A-E will be furnished by the KO/COR, comments from the various design sections of the District and from other concerned agencies involved in the review process. If the A-E disagrees technically with any comment or comments and does not intend to comply with the comment, he shall clearly outline, with ample justification, the reasons for noncompliance within seven (7) working days after receipt of these comments in order that the comment can be resolved. The disposition of the remaining comments shall be furnished in writing with the next scheduled submittal. The A-E is cautioned in that if the A-E believes the action required by any comment exceeds the requirements of this task order, the A-E should take no action and notify the KO/COR in writing immediately.
- Needs List: Throughout the life of this task order, the A-E shall furnish the KO/COR a monthly "needs" list. This list shall itemize in an orderly fashion data required by the A-E to advance the project in a timely manner. Each list shall include a sequence number, description of action item, and remarks. The list will be maintained on a continuous basis with satisfied action items checked off and new action items added as required.

b) Coordination

- During the progress of work, close coordination between the A-E, the Contracting Officer, and the AKARNG will be required. The COR is the focal point for the day-to-day coordination of the project and the A-E task order. AKARNG personnel will furnish planning data and current information as available. Project criteria will not be changed without prior approval of the Contracting Officer.
- The Architect-Engineer is responsible for determining existing site conditions and coordinating work with existing conditions.
- The A-E will maintain a list of sources of information.
- The A-E shall maintain and safeguard all information provided in connection with this study that is classified or in any way considered sensitive and not available for general distribution.
- The A-E will receive written clearance from the Contracting Officer prior to release of any sensitive information.
- A written memorandum/letter documenting of each site visit, conversation, and meeting, either telephonic or personal is required. The memorandum/letter shall include subject, names of participants, outline of discussion, and recommendations or conclusions. Each memorandum shall be numbered in consecutive order. This document will be emailed to all parties involved, within five (5) working days.
- Upon completion of this task order the A-E will provide the Contracting Officer with all data overlays, drawings, reference data, etc., used in the preparation of this study.

- Upon completion of this task order the A-E will provide the Contracting Officer with all data overlays, drawings, reference data, etc., used in the preparation of this study.

c) Conduct of Work: In performance of task orders, the A-E shall:

- Schedules: The A-E will make every effort to meet project schedule milestones which were established at negotiations and/or at the beginning of design. In this connection, the A-E will bring to the attention of the KO/COR any conflict in criteria, lack of criteria, or any condition that appears to put the project schedule in jeopardy if not resolved.
- Architect-Engineer instructions: The A-E will accept instructions only from the Contracting Officer or their representative. All instruction will be finalized in writing from the KO.
- Architect-Engineer Responsibilities: The A-E has complete responsibility for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other work or materials produced and furnished by his in-house and consultant's forces. The A-E shall correct or revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance, or payment by the Government. The A-E has complete responsibility only for the professional quality and technical accuracy of the work and materials produced by the A-E in-house and consultant's forces. The A-E's employees' will at all times conduct themselves in a manner compatible with the non-personal services nature of this contractual instrument. The A-E's workforce will under no circumstances allow themselves to be under the supervision and control of a Government Officer or Employee.

Deliverables

- a) Existing Conditions, Requirements, and Constraints Overlays: Submit three (3) draft sets prior to the Site Development Meeting. Three as hard copy and electronic one on CD.
- b) 60% Submittal: Submit three (3) hard copies of ADP documentation and one (1) digitized set on CD/DVD or equivalent.
- c) 90% Submittal: Submit three (3) hard copies of ADP documentation and one (1) digitized set on CD/DVD or equivalent.
- d) 100% Final Submittal: Submit ten (10) hard copies of the final ADP and 10 (10) copies of digitized data for all elements on CD/DVD.
 - Hard format: Final ADP documents shall be 8 ½" x 11", spiral bound, in color and printed on glossy paper to include 11"x17" foldout for maps as required.
 - Digital format: Digitize all products in final form and in modifiable form in appropriate file type (PDF, CAD, ArcGIS 10.X or Office Programs, etc.).

ADMINISTRATIVE REQUIREMENTS

Point of Contact

DMVA-FMO PROJECT MANAGER:

Nathaniel B. Ouzts
(907)428-7154 phone
nathaniel.ouzs@alaska.gov

DMVA-FMO ALTERNATE PROJECT MANAGER:

Eric Ekstrom
(907)428-7175 phone
eric.ekstrom@alaska.gov

Additional Requirements

- a) The Contractor shall utilize qualified personnel and subcontractors during the performance of the regulated activities of this contract. Subcontracted tasks and work elements shall be identified in the work plans.
- b) All reporting will be submitted without reservation or claim to intellectual property, content, or copyright.
- c) The Contractor shall provide appropriate documentation that shows all aspects of this contract are performed to achieve the desired outcome and performance objectives.

Reference Publications and Sources

- a) Army Regulations -
 - AR 11-32 Army Long-Range Planning System
 - AR 200-1 Environmental Protection and Enhancement
 - AR 210-20 Real Property Master Planning for Army Installations
 - AR 385-63 Policies and Procedures for Firing Ammunition for Training, Target Practice and Combat
 - AR 405-10 Acquisition of Real Property and Interests Therein
 - AR 405-45 Real Property Inventory Management
 - AR 405-80 Management of Title and Granting Use of Real Property
 - AR 405-90 Disposal of Real Estate
 - AR 415-28 Real Property Category Codes
 - AR 420-1 Army Facilities Management
 - AR 95-2, Air Traffic Control, Airfield/Heliport, and Airspace Operations
- b) Air Force Publications-
 - AFI 32-7062 Comprehensive Planning
 - AFPAM 32-1010 Land Use Planning
- c) Technical Manuals -
 - TM 5-803-1 Installation Master Planning
 - UFC –3-260-01 Airfield and Heliport Planning and Design
- d) Technical Bulletins and Engineer Technical Letters -
 - Master Planning Technical Manual
- e) National Guard Guidance –
 - NGR 210-20 Real Property Development Planning for the Army National Guard
 - NGR 405-80 Army National Guard Program
 - NGP 415-12 Army National Guard Facility Allowance

Work Schedule

- a) This contract action is subject to federal reimbursement. The performance period for the contract shall not extend beyond June 15, 2020.
- b) The contract term and work schedule set out herein represent the State's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. However, the contract start date will remain the same.

c) A suggested Table of Milestones is provided:

Item	Location	Days From Award of Task Order (ATO)
Kick Off Meeting	JBER	7
Data Gathering	Various	14
Requirements Meeting	JBER	42
Vision Meeting	JBER	49
Constraints Overlays	-	63
Site Development Meeting	JBER	70
60% Submission (Draft)	-	103
Master Plan COA Meeting	JBER	110
90% Submission (Pre-final)	-	173
100% Submission (Final)	-	274

The approximate contract schedule is as follows:

- Issue RFP on July 18, 2019
- Pre-proposal Conference questions due, in writing by 3:00 pm AKST July 31, 2019
- Mandatory Pre-Proposal Conference 1:00 pm AKST August 7, 2019
- Deadline for Receipt of Proposals 1:00 pm AKST August 14, 2019
- Proposal Evaluation Committee complete evaluation, approximately August 21, 2019
- State of Alaska issues Notice of Intent to Award Contract, approximately August 26, 2019
- State of Alaska issues contract, approximately September 3, 2019
- Contract start, approximately September 9, 2019
- Contract ends June 15, 2020

Pre-proposal Conference

A MANDATORY pre-proposal conference has been scheduled for **1:00pm AKST August 7, 2019** in the large conference room located at 57024 Roosevelt Road JBER, AK 99505. A call in conference call number will be made available to those offerors who register with the DMVA Procurement Officer. Please request the conference call in number. All questions are due, in writing, by **3:00pm AKST July 31, 2019**.

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting. Contact FMO Procurement at 907-428-7699 or via E-mail to mvafocontracts@alaska.gov for updated information on the conference.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre- proposal conference so that reasonable accommodation can be made.

Professional Registration. *Where applicable*, all reports, plans, specification, estimates and similar work products provided by the Consultant shall be prepared by or under the supervision of the Registered Engineer, Architect or Land Surveyor in responsible charge for the services. These Engineers, Architects, or Land Surveyors shall be currently registered in the State of Alaska and they shall sign and seal as to the accuracy of each final work product for which they are responsible.

SMALL PROCUREMENT DOCUMENTS

PART B - PROPOSAL FORM

THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.

Project Title: Bryant Army Airfield (BAAF) Area Development Plan
RFP No.: 09-3001-02A7019009

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering and/or

Land Surveying with their Alaska registration number). Include a brief -- about one paragraph -- statement for each person named which describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources -- support personnel, facilities, equipment, etc. -- current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

ALASKA STATUTORY PREFERENCES

☐ are ☒ are not applicable to this contract.

If applicable, check those preferences that you (Offeror) claim.

☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND >>** ☐ Employment Program **OR** ☐ Disabled Persons

2 AAC 12.260(d)

AS 36.30.175 if applicable AS 36.30.170(c)

AS 36.30.170 (e & f)

Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

The undersigned has reviewed Part A - RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

- [] Alaska Licenses and Registrations.
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - ☐ As available.
 - ☒ Minimum of \$300,000.
 - ☐ Minimum of \$500,000.
- [] Certification for Federal-Aid Contracts Exceeding \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)

For Small Procurements over \$50,000, by signature on this form, 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 24 hours 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 proposal as non-responsive, or cancel the contract.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that 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 Offeror and Subcontractors. This proposal is valid for at least ninety days.

Signature **and Date**

Name.....:
Title:
Offeror (Firm):
Street or PO Box:
City, State, Zip.....:
Telephone - Voice:
Telephone - Fax:
Email Address

Federal Tax Identification No. :

Type of Firm (Check one of the following):

- ☐ Individual ☐ Partnership
- ☐ Corporation in state of.....:
- ☐ Other (specify)

END OF PART B

**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.

ATTACHMENTS

1. DMVA/FMO Federally Funded Contracts Supplemental Requirements (8 pages)
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (1 page)
3. Appendix A – General Conditions – 25A-262 (7 pages)
4. Appendix B – Statement of Services (3 pages)
5. Appendix C – Compensation Exhibit C – 1 (2 pages)
6. Appendix C – Compensation, Form 25A-280 (2 pages)
7. Appendix D – Indemnification and Insurance, Form 25A-269 (2 pages)
8. Appendix E – Certificate of Compliance (1 page)

ATTACHMENT 1

DMVA/FMO Federally Funded Contracts Supplemental Requirements

Section 801. Applicable Law.

The Successful Contractor will comply with the following Applicable Laws. To view any referenced Laws or Statutes in their entirety please contact the Project Manager.

Section 802. Governing Regulations.

This contract and the parties involved with this contract will comply with, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1.

Section 803. Nondiscrimination.

This contract and the parties involved with this contract will comply with the following national policies prohibiting discrimination:

- A. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- B. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- C. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- D. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- E. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- A. The State covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- B. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free Work Place.

This contract and the parties involved with this contract will comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- A. The contractor and all parties, under this contract, agree that its performance under this Agreement shall comply with:
- i. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - ii. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - iii. The Resources Conservation and Recovery Act (RCRA);
 - iv. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - v. The National Environmental Policy Act (NEPA);
 - vi. The Solid Waste Disposal Act (SWDA);
 - vii. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - viii. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- B. In accordance with the EPA rules, the party further agrees to also identify to the awarding agency (State of Alaska \ Department of Military and Veterans Affairs \ Facilities Management Office) any impact this award may have on:
- i. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - ii. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - iii. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - iv. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - v. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - vi. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

- A. The contractor and the parties involved, under this contract, agree that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter- operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

- B. The contractor and the parties involved, under this contract, agree that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

This contract and the parties involved will comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR Part 180, as implemented by the DoD in 2 CFR Part 1125. The State agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the State enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809. Buy American Act.

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a, et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The State covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti- Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The State and the contractor and all parties involved with this contract covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. Central Contractor Registration and Universal Identifier Requirements.

The contractor and all parties involved with this contract agree to comply with the Central Contractor Registration and Universal Identifier Requirements as indicated below:

A. Requirement for Central Contractor Registration(CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS)Numbers

If you are authorized to make sub awards under this award, you:

- i. Must notify potential sub-recipients that no entity (see definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
- ii. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the www.sam.gov Internet site .
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at<http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- iv. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Sub-recipient means an entity that:

- a. Receives a sub-award from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the sub-award.

Section 814. Reporting Sub-awards and Executive Compensation

The contractor agrees to comply with the Reporting Sub-awards and Executive Compensation requirements indicated below:

A. Reporting of first-tier sub-awards

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrs.gov>.
 - b. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2012, the obligation must be reported by no later than December 31, 2012).
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received—
 - i) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and sub-awards); and,
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and sub-awards); and,
 - a) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <https://www.sam.gov>.

- b. By the end of the month following the month in which this award is made and annually thereafter.

C. Reporting of Total Compensation of Sub-Recipient Executives

- i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—
 - a. in the sub-recipient's preceding fiscal year, the sub-recipient received--
 - i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and sub-awards); and
 - ii) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

D. Exemptions

- i. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- ii. Sub-awards; and,
 - a. The total compensation of the five most highly compensated executives of any sub-recipient.

E. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Sub-award:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see

Sec.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- iv. Sub-recipient means an entity that:
 - a. Receives a sub-award from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the sub-award.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change 'In present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is nontax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Contractor Acknowledgement and Acceptance:

Contractor Business
Entity Name

Signature – Authorized Representative

Date

ATTACHMENT 2

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

HELPFUL INFORMATION FOR REGISTRATION:

SYSTEM FOR AWARD MANAGEMENT (URL: <https://www.sam.gov>)

Federal regulations require Vendors to be registered in the System for Award Management (SAM) in order to receive awards and payments on federal contracts. (FAR 52.204-7). SAM is a composite procurement system that replaces several government legacy systems, including the Central Contractor Registry (CCR), and serves as a common source of vendor data for government agencies. Registration in SAM is free, and extensive help files are available on the site to assist you with the registration process. SAM registration provides your company the added benefit of being visible to federal, state, and local agencies, as well as other contractors, searching for the products and services your company has to offer.

SAM is maintained by the General Services Administration, but personalized assistance with registration and other government procurement related matters is available through the nationwide network of Procurement Technical Assistance Centers or “PTACs.” To find the PTAC office nearest you, visit the national PTAC website at: <http://www.aptac-us.org>. You can also find a listing of PTAC offices by state on the Defense Logistics Agency small business website at the following URL: <http://www.dla.mil/SmallBusiness/Pages/ptap.aspx>.

In Alaska, contact the Alaska Procurement Technical Assistance Center via their website at <http://www.ptacalaska.org>, by calling (907) 274-7232 in Anchorage, or via their statewide toll free number at 1-(800) 478-7232. Alaska PTAC staff will assist you with your SAM registration and can answer any other questions you have regarding federal, state, or local procurement opportunities and requirements.

1) Vendors registered in SAM:

Please provide your business name, Data Universal Numbering System (DUNS®) number, Tax ID, and DoD issued CAGE code to enable us to pull your information for our records.

2) Vendors not registered in SAM:

You will first need to obtain a DUNS® number from Dun & Bradstreet (DnB) before registering. A DUNS® number is required for SAM registration and is free for Vendors pursuing federal contracts. You can apply for a DUNS® number online through the DnB website at <http://www.dnb.com>; or by using the webform located at <https://fedgov.dnb.com/webform>.

Issuance and activation of a DUNS® number is usually completed within 24 hours. If you need assistance with obtaining a DUNS® number, please contact your local PTAC office.

GENERAL CONDITIONS

APPENDIX A

PSA No: 09-3001-
AKSAS Project No:
Federal Project No: 02A7019009
Date Prepared: 7/16/2019

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ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services - Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Amendment - A written change to this Agreement.

A1.3 Change - A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.4 Commissioner - Commissioner of DOT&PF.

A1.5 Contracting Officer - The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.6 CONTRACTOR - The firm (person or any business combination) providing services.

A1.7 CONTRACTOR's Manager - The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.8 Funding Agency - An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.9 Notice to Proceed (NTP) - Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.10 Contracts Officer - CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contact with the CONTRACTING AGENCY.

A1.11 Statement of Services - Services and work products required of the CONTRACTOR by this Agreement.

A1.12 Subcontractor - CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60
(Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21
(Discrimination);

Title 49, Code of Federal Regulations, Part 26
(Minority Business Enterprises);

Office of Management and Budget (OMB) circular
102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity

employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed therefore. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing

and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of 3 years from the date of any resulting final settlement.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No

fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency and shall be in basic conformance with Title 41, Code of Federal Regulations, Subparts 1-8.604 or 1-8.203 and 1-8.213.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

ARTICLE A12 OFFICIALS NOT TO BENEFIT

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

ARTICLE A13 INDEPENDENT CONTRACTOR

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

ARTICLE A14 PROSELYTIZING

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have

been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

ARTICLE A15 COVENANT AGAINST CONTINGENT FEES

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of anykind.

ARTICLE A16 PRECEDENCE OF DOCUMENTS

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

ARTICLE A17 ENDORSEMENT ON DOCUMENTS

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

ARTICLE A18 OWNERSHIP OF WORK PRODUCTS

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

ARTICLE A19 SUBCONTRACTORS, SUCCESSORS AND ASSIGNS

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the CONTRACTING AGENCY.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

ARTICLE A20 CLAIMS AND DISPUTES

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by

the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Contracts Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Contracts Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The Contracting Officer reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Contracting Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Commissioner designated on Page 2 of this Agreement.

A20.5 Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24 FEDERAL AID CERTIFICATION (HIGHWAYS) (For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all

lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE A25 TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ARTICLE A26 SUSPENSION AND DEBARMENT

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

ARTICLE A27 ADDITIONAL PROVISIONS

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

A27.1

STATEMENT OF SERVICES

APPENDIX B

AKSAS Project No: Federal Project No: 02A7019009 Date Prepared: 7/16/19

NOTE: Please be aware of the following:

For DOT&PF PSAs, the three paragraphs listed below regarding Contractor name on deliverables, Key Project Staff, and the use of Bidtab IV program are **required** within your Statement of Services.

Attached is a two-page sample of standard verbiage for Administrative Requirements that incorporates these two paragraphs. You may use and edit the attached template as appropriate for your services, or use only the following two required paragraphs.

Contractor Name on Plan Sheets and Documents.

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 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:

PND Engineering

Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency).

<u>Name</u>	<u>Project Responsibilities</u>
-------------	---------------------------------

ENTER NAMES OF CONTRACTOR'S &
SUBCONTRACTOR'S KEY STAFF

XXXXXXXXXXXXXXXXXX

The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV program. Access to the program and instructional documentation for the software will be provided to the Contractor.

STATEMENT OF SERVICES

APPENDIX B

AKSAS Project No:
Federal Project No: 02A7019009
Date Prepared: 7/16/19

Title:

ARTICLE Bx ADMINISTRATIVE REQUIREMENTS

Bx.1 General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

Bx.2 Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency:

<u>Name</u>	<u>Project Responsibilities</u>
-------------	---------------------------------

ENTER NAMES OF CONTRACTOR'S &
SUBCONTRACTOR'S KEY STAFF

Bx.3 Professional Registration. All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

Bx.4 Billing Reports. The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall specifically describe the services and other items **for which the billing is submitted**, and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

Bx.5 Correspondence. All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned Project name and numbers (State & Federal).

Bx.6 Documents and Reports shall be printed with solid black letters that are double spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

Bx.6.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

Bx.6.2 Page Numbers. All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

Bx.6.3 Covers. The cover of all documents and reports shall include the following information:

- Name of document or report.
- Date.
- Indicate whether draft or final.
- Project Name.
- State and Federal Project Number(s).
- Prepared for: Alaska Department of Transportation and Public Facilities.
- Prepared by:
- Map and/or picture of project area.

Bx.7 Contractor Name on Plan Sheets and Documents. 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 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

Bx.8 Plans, Maps, and Plats shall be submitted with solid black ink on A1, 841 x 594 mm original vellum or mylar in Contracting Agency format. **Final drawings** shall be on mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the mylar is inkable and erasable. No Kroy lettering or "sticky back" applications shall be used.

Bx.8.1 Right-of-Way Base Maps and the **Right-of-Way Maps** shall be submitted to the Contracting Agency with the scale and layout specified by the Contracting Agency. Final Right-of-Way Base Maps shall be

submitted on vellum or mylar. Final Right-of-Way maps shall be on mylar. **Parcel Plats** shall be submitted on paper with a scale that presents the information legibly and clearly in the Contracting Agency's standard A1, 841 x 594 mm format. A title block and border drawing file will be supplied by the Contracting Agency for the Parcel Plats.

Bx.8.2 Drafting. All drawings shall be submitted in either Autocad, current format, or DXF format. All submissions shall include the Autocad drawing files, or DXF drawing files, on CD ROM discs. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme will be cause for rejection. The drafting procedures shall be as outlined in the Contracting Agency's Highway Design Drafting Manual -- including current metric revisions.

Bx.9 Specifications and Estimates shall be submitted with solid black letters that are double spaced on white, 8.5 inch x 11-inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency.

Bx.9.1 Copies of the Specifications shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

Bx.9.2 All Specifications shall also be submitted on CD ROM discs as document files for Microsoft Word current edition or compatible software written for IBM compatible personal computers.

Bx.10 Revisions. The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

Bx.10.1 Errors and Omissions. Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

Bx.10.2 Review Meetings. Following each review the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

Bx.10.3 Comment Resolution. The Contractor shall provide a written response with subsequent

submittals that address all written and oral comments from the Contracting Agency. All changes from previous submittals shall be clearly explained.

Bx.11 Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

Bx.12 The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV program. Access to the program and instructional documentation for the software will be provided to the Contractor.

COMPENSATION

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

AKSAS Project No:
Federal Project No: 02A7019009
Date Prepared: 7/16/19

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

CONTRACTOR & SUBCONTRACTORS	SUBCONTRACTOR TO: (FIRM.)	METHOD OF PAYMENT	ESTIMATED COST	FEE	ESTIMATED PRICE
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Total Agreement Amount _____

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses that are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed **\$ PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)**:

CONTRACTOR/ SUBCONTRACTOR	NEGOTIATED IDCR (%)	IDCR TYPE (F, F/P, P)
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4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

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

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of ten percent; e.g.: $\$25 + (1.50 \times \$25) + (.10 \times [\$25 + (1.50 \times \$25)]) = \$68.75$, however, not to exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

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

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. **SPECIAL CONSIDERATIONS:**

6.1 Contractor's employees on travel status will be compensated for food and lodging expenses as follows: Meal allowances shall be limited to the State rate of _____ per day. Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed _____ per day. Lodging receipts are required.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

COMPENSATION

APPENDIX C

AKSAS Project No:
Federal Project No: 02A7019009
Date Prepared: 7/16/19

C1. Payments will be made on approved invoices submitted for months during which costs are incurred. Except for Fixed Price(s) and Fixed Fees, compensation shall be cost-based on actual costs to the Contractor for providing services. Provisions for Audit are contained in Appendix A.

C2. EXCEPT WHEN PAYMENT IS BY FIXED PRICE, PRIME CONTRACTOR'S LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 45 DAYS OF PERFORMANCE. SUBCONTRACTORS' LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 60 DAYS OF PERFORMANCE. ALL OF THE CONTRACTOR'S AND SUBCONTRACTORS' OTHER DIRECT COSTS (EXPENSES) SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 90 DAYS OF BEING INCURRED. **CHARGES SUBMITTED AFTER THE ABOVE STATED TIMES WILL, AT THE CONTRACTING AGENCY'S DISCRETION, NOT BE PAID.**

C3. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Indirect Cost Rate(s), Unit Prices, Fee/Profit Arrangements, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C4. Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

C5. Final payment to the Contractor may be withheld until a Release from Agreement, on a form prescribed by the Contracting Agency, is executed by the Contractor.

C6. Payments for this Agreement and any Amendment, including Costs and Fee, will be adjusted to exclude any significant sums by which the Contracting Agency finds that payments are increased because the cost or pricing data furnished by the Contractor or prospective Contractor is inaccurate, incomplete, or not current on the date of the Agreement or subsequent submittal date of pricing data (AS 36.30.400).

C7. The following terminology and explanations are applicable to this Agreement; any inconsistencies appearing in this Agreement must be resolved in accordance with the terminology in paragraphs C7.1-C7.6 and C8.

C7.1 Direct Costs of Direct Labor - Base salary and/or wages paid to employees charged directly to this Agreement exclusive of Fringe Benefits or other Indirect Costs and Fees (including profit).

C7.2 Other Direct Costs ("Expenses") - **PRE-APPROVED** unit priced items, actual costs for specific subcontracts identified in this Agreement, and actual costs for the following:

Transportation (economy rate/air-coach);
Food and lodging (Generally, not to exceed agency per diem rates);
Incidental travel expenses; and
- If not recovered in the Indirect Cost Rate - the following:
Equipment & computer use at **PRE-APPROVED** rates;
Specific materials and supplies; and
Other **PRE-APPROVED** direct expenses.

Each Expense is limited to reasonable costs which do not exceed that which would be incurred by an ordinarily prudent person in the conduct of competent business.

C7.3 Indirect Costs - Allowable expenses that, because of their incurrence for common or joint cost objectives, must be allocated to this Agreement using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, the Contracting Agency requires Indirect Costs to be segregated into the following categories: Fringe Benefits, Overhead (General & Administrative Expenses
- including Indirect Labor), and Allocated Home Office Overhead (if applicable).

C7.3.1 Fringe Benefits - Costs for items such as:

Vacation time, holidays and authorized leave;
Group and Worker's Compensation Insurance;
Deferred Compensation/Retirement plans;
Social Security and Unemployment Taxes; and
Group Medical plan and Life Insurance Premiums.

C7.3.2 Overhead - Costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc., base salary or wages)
Recruiting expenses, travel, food and lodging;
Rent, heat, power, light and janitorial services;
Office supplies, reproduction costs, communications;
Upkeep and depreciation of equipment and computers;
Rentals of equipment and computers; and,
Business Insurance premiums not billed to clients;

C7.3.3 Allocated Home Office Overhead (if applicable) - Costs for management, supervisory, and administrative functions which benefit separate unit operations.

C7.3.4 Indirect Cost Rate – An established percentage of incurred expenses for Direct Costs of Direct Labor which is used as a basis of compensation for Indirect

Costs. Fees or Profit are not included in the Indirect Cost Rate.

C7.4.1 If this Agreement wholly or partially allocates Indirect Costs on other than a Direct Labor dollar basis, a description of the Indirect Cost pools or service centers used, and the Indirect Cost Rates(s) and base(s), shall be attached in an Exhibit to this Appendix C; otherwise, such an allocation shall not be allowed for this contract.

C7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

C7.4.3 Provisional Indirect Cost Rates or "Fixed/Provisional" Rates require a Contracting Agency approved audit of accounting records after each of the Contractor's or Subcontractor's fiscal years during which they perform work under the Agreement.

C7.5 Non-allowable Costs - Payments for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as billable Direct or Indirect Costs or in the calculation of the Indirect Cost Rate.

Interest and other financial costs
Contributions and donations
Federal income taxes & tax return preparation fees
Deferred state income taxes
Bad debts
Fines and penalties
Entertainment, social club memberships, etc.
Goodwill
Provisions for contingencies
Losses on other contracts and related legal fees
Legal fees, etc., related to contract claims

C7.6 Fee - Profit plus any costs not allocable to this contract. The amount of Fee may be fixed or variable, depending on the method of payment used. Non allocable costs shall not be considered by the Contracting Agency when negotiating Fee.

C8. Markup of any costs as compensation for administration, management or handling, etc., is prohibited. Costs of such efforts are included within the elements of Direct Labor and/or Indirect Labor. Compensation for any risk associated with incurring costs is included within Fee (Profit).

C9. The following Exhibits complete this Appendix C (Components of Appendix C - Compensation, shall stand and prevail in the following order: DOT&PF Form 25A280, Exhibit C-1, Exhibit C-2, et al, in the order of their number):

Exhibit	C-1	Method(s) of Payment
Exhibit	C-2	NTP & Invoice Summary

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

AKSAS Project No:
Federal Project No: 02A7019009
Date Prepared: 7/16/19

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

<u>Contract Amount</u>	<u>Combined Single Limit, Per Occurrence & Annual Aggregate</u>
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 \$ 300,000

**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 AS23.30.045.
- 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: Nathaniel

Date: 16 July 2019

CERTIFICATION OF COMPLIANCE

APPENDIX E

AKSAS Project No:
Federal Project No: 02A7019009
Date Prepared: 7/16/19

ALASKA LICENSES/REGISTRATIONS AND INSURANCE

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

1. For Procurements over \$100,000, **Alaska Business License** (Form 08-070 issued under AS 43.70) 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(b) for all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Incorporation (Alaska firms) or Certificate of Authorization** for Foreign Firm ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.

5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).

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

I certify that I am a duly authorized representative of the Contractor and that the above requirements for Alaska Licenses, Registrations and Insurance will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature
Name :
Title :

Date

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