# STATE OF ALASKA REQUEST FOR PROPOSALS



## CONVERT AUTOCAD AND SCAN PLAN DRAWINGS TO REVIT BUILDING INFORMATION MODELING DRAWINGS RFP 210000006

ISSUED 07/24/2020

THE ALASKA DEPARTMENT OF MILITARY AND VETERANS AFFAIRS, FACILITIES MANAGEMENT OFFICE, ALASKA ARMY NATIONAL GUARD, GEOGRAPHIC INFORMATION SYSTEMS PROGRAM IS SEEKING A QUALIFIED CONTRACTOR TO CONVERT EXISTING SCANNED AND AUTOCAD PLAN DRAWINGS INTO REVIT BUILDING INFORMATION MODELING DRAWINGS.

ISSUED BY:

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS DIVISION OF ADMINISTRATIVE SERVICES PRIMARY CONTACT:

Jim Manco procurement officer MvaDasProcurement@alaska.gov

(907) 428-7224

### OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

**IMPORTANT NOTICE**: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

## TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	4		
SEC. 1.01	PURPOSE OF THE RFP	4		
SEC. 1.02	BUDGET	4		
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	4		
Sec. 1.04	PRIOR EXPERIENCE	4		
Sec. 1.05	REQUIRED REVIEW	4		
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4		
SEC. 1.07	RETURN INSTRUCTIONS	5		
SEC. 1.08	PROPOSAL CONTENTS			
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY			
Sec. 1.10	AMENDMENTS TO PROPOSALS	7		
Sec. 1.11	AMENDMENTS TO THE RFP	7		
SEC. 1.12	RFP SCHEDULE	7		
SEC. 1.13	NON-MANDATORY PRE-PROPOSAL CONFERENCE	8		
SEC. 1.14	ALTERNATE PROPOSALS	8		
SEC. 1.15	NEWS RELEASES	8		
SECTION 2.	BACKGROUND INFORMATION	9		
SEC. 2.01	BACKGROUND INFORMATION	9		
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	10		
Sec. 3.01	SCOPE OF WORK	10		
SEC. 3.02	CONTRACT TERM AND WORK SCHEDULE	11		
SEC. 3.03	DELIVERABLES	12		
SEC. 3.04	CONTRACT TYPE	14		
Sec. 3.05	PROPOSED PAYMENT PROCEDURES	14		
Sec. 3.06	CONTRACT PAYMENT	15		
Sec. 3.07	LOCATION OF WORK	15		
Sec. 3.08	SUBCONTRACTORS	15		
Sec. 3.09	JOINT VENTURES	15		
Sec. 3.10	RIGHT TO INSPECT PLACE OF BUSINESS	15		
Sec. 3.11	F.O.B. POINT	16		
SEC. 3.12	CONTRACT PERSONNEL	16		
SEC. 3.13	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES			
SEC. 3.14	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS			
SEC. 3.15	NONDISCLOSURE AND CONFIDENTIALITY	16		
SEC. 3.16	INDEMNIFICATION	17		
SEC. 3.17	INSURANCE REQUIREMENTS	17		
Sec. 3.18	TERMINATION FOR DEFAULT	18		
SECTION 4.	PROPOSAL FORMAT AND CONTENT	19		
Sec. 4.01	PROPOSAL FORMAT AND CONTENT	19		
SEC. 4.02	INTRODUCTION	19		
Sec. 4.03	UNDERSTANDING OF THE PROJECT	19		
Sec. 4.04	METHODOLOGY USED FOR THE PROJECT	19		
Sec. 4.05	MANAGEMENT PLAN FOR THE PROJECT			
Sec. 4.06	EXPERIENCE AND QUALIFICATIONS	20		
SEC. 4.07	COST PROPOSAL	20		
Sec. 4.08	EVALUATION CRITERIA	21		

SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	22		
Sec. 5.01	UNDERSTANDING OF THE PROJECT (10%)	22		
Sec. 5.02	METHODOLOGY USED FOR THE PROJECT (20%)	22		
Sec. 5.03	MANAGEMENT PLAN FOR THE PROJECT (15%)	22		
Sec. 5.04	EXPERIENCE AND QUALIFICATIONS (10%)	22		
Sec. 5.05	CONTRACT COST (45%)			
SECTION 6.	GENERAL PROCESS INFORMATION	24		
Sec. 6.01	INFORMAL DEBRIEFING	24		
Sec. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	24		
Sec. 6.03	SITE INSPECTION	24		
Sec. 6.04	CLARIFICATION OF OFFERS	25		
Sec. 6.05	DISCUSSIONS WITH OFFERORS			
Sec. 6.06	EVALUATION OF PROPOSALS	25		
Sec. 6.07	FAILURE TO NEGOTIATE	25		
Sec. 6.08	OFFEROR NOTIFICATION OF SELECTION	26		
Sec. 6.09	PROTEST	26		
Sec. 6.10	APPLICATION OF PREFERENCES	26		
SEC. 6.11	FORMULA USED TO CONVERT COST TO POINTS			
SEC. 6.12	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES			
SECTION 7.	GENERAL LEGAL INFORMATION	-		
Sec. 7.01	STANDARD CONTRACT PROVISIONS			
SEC. 7.02	QUALIFIED OFFERORS	28		
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT	-		
Sec. 7.04	ADDITONAL TERMS AND CONDITIONS			
Sec. 7.05	HUMAN TRAFFICKING			
Sec. 7.06	RIGHT OF REJECTION	29		
Sec. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS			
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	29		
SEC. 7.09	ASSIGNMENTS	30		
SEC. 7.10	DISPUTES			
SEC. 7.11	SEVERABILITY			
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS			
Sec. 7.13	SOLICITATION ADVERTISING			
SEC. 7.14	FEDERALLY IMPOSED TARIFFS			
	ATTACHMENTS			
Sec. 8.01	Аттаснментя	32		

## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Military and Veterans Affairs, Facilities Management Office for the Alaska Army National Guard, Geographical Information Systems Program, is soliciting proposals for a qualified contractor to convert existing scanned plans and AutoCAD drawings into Revit Building Information Modeling (BIM) drawings; a more detailed description including scope of services can be found in Section 3.

### SEC. 1.02 BUDGET

The Alaska Department of Military and Veterans Affairs, Facilities Management Office for the Alaska Army National Guard, Geographical Information Systems Program estimates a budget not to exceed \$500,000.00 for the life of this project.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM** Alaska Time on **FRIDAY, AUGUST 14, 2020**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

The offeror must provide proof of knowledge of AutoCAD Revit software either through documentation showing certification from an AutoCAD certified trainer or training facility. Or through proof of education through a degree in drafting, engineering, planning, cartography, construction management or a field of study that would include AutoCAD and specifically Revit within its curriculum.

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

### SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer before **August 11, 2020 2:00 PM Alaska Time**. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: Jim Manco – PHONE 907-428-7224 - EMAIL MvaDasProcurement@alaska.gov

### SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy and three additional copies of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Military and Veterans Affairs Division of Administrative Services Attention: Procurement Office Request for Proposal (RFP) Number: **210000006** 

#### RFP Title: CONVERT PLAN DRAWINGS TO REVIT DRAWINGS

If using <u>U.S. mail</u>, please use the following address: **Procurement section is not accepting mailed proposals at this time.** Please email your electronic file to <u>MvaDasProcurement@alaska.gov</u>.

If using a <u>delivery service</u>, please use the following address: **Procurement section is not accepting mailed proposals at this time. Please email your electronic file to** <u>MvaDasProcurement@alaska.gov</u>.

If submitting a proposal <u>electronically</u>, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to MvaDasProcurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **18mb** (**megabytes**). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 18 megabytes and each email must comply with the requirements described above.

Please note email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals. This procurement office uses the time and date shown on received emails in the office's inbox to determine the date and time for receipt of proposals that have been submitted electronically. It is the offeror's responsibility to contact the issuing agency at 907-428-7224 to confirm the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

### SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

#### (a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

#### (b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;

- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

#### (C) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

#### (d) ALASKA INTEGRATED RESOURCE INFORMATION SYSTEM (IRIS) REGISTRATION

To be considered for contract award, your firm must create a vendor account in the State's IRIS system <a href="http://doa.alaska.gov/dof/iris/">http://doa.alaska.gov/dof/iris/</a>

#### (e) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

#### (f) FEDERAL REQUIREMENTS

This IRFP is being solicited using federal program funding. By signature on the proposal, the offeror agrees to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, if awarded a contract.

Further, the U.S. Department of Labor requires all state agencies expending federal funds to have a certification filed in the proposal, by the offeror, stating they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction (attachment 3) must be completed and submitted with your quote. A proposal from a debarred or suspended offeror shall be rejected.

Additionally, the Department of Military and Veterans Affairs, Facility Management Office has revised (Section 00103 2013) Supplemental for Federally Funded Projects (<u>attachment 4</u>) used in solicitations and contract awards using federal funding. The acknowledgement and acceptance of the applicable laws must be completed and submitted with your proposal.

A contract under this solicitation may involve access to, or performance of work on, a Federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veteran's Affairs, asks that Contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <a href="https://jko.jten.mil/courses/atl1/launch.html">https://jko.jten.mil/courses/atl1/launch.html</a>. Failure of a Contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

Finally, offerors must be registered in the federal System for Award Management (SAM) at the time an offer is submitted. Registration is free and can be done at <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a>. Failure to be registered with SAM before submitting a proposal in response to this RFP will result in a non-responsive determination and the proposal will not be opened or accepted for evaluation. Guidance can be found in **attachment 5**.

### SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

### SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

### SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

### SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP 07/23/2020,
- Pre-proposal conference N/A,
- Deadline for Receipt of Proposals **08/14/2020**,
- Proposal Evaluation Committee complete evaluation by 08/21/2020,
- State of Alaska issues Notice of Intent to Award a Contract 08/24/2020,
- State of Alaska issues contract 09/04/2020,
- Contract start **09/07/2020**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Military and Veterans Affairs, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held. If offerors have any questions, please submit your questions in writing to <u>MvaDasProcurement@alaska.gov</u> before **4:30 PM Alaska Standard Time August 11, 2020.** 

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. Call-in information will be provided to those who register with the Procurement Office at <u>MvaDasProcurement@alaska.gov</u>.

### SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

### SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The selected contractor will provide services as detailed in section 3 of this RFP, relative to supporting the Alaska Army National Guard's (AKARNG) Geographic information Systems (GIS) Program of the Department of Military and Veterans Affairs (DMVA) Facility Management Office (FMO). The AKARNG currently utilizes scanned plan drawings and AutoCAD drawings and will update those drawings by converting them into Revit Building Information Modeling (BIM) drawings. These Revit BIM model drawings will help in a variety of different Department of Defense (DOD) mandated programs such as IG&S Common Installation Picture (DoDI 8130.01) Implementation, BUILDER™ Sustainment Management System (SMS), and ISR updates and service inputs. Integrating BIM into GIS web apps and programs is a key component in the new partnership between ESRI and AutoCAD (prominent GIS and CAD software companies whose software DMVA utilizes).

The DMVA FMO is looking to convert scanned plan drawings as well as existing AutoCAD drawings into Revit formatted drawings. Revit, which generates Building Information Modeling (BIM) drawings, will integrate facilities construction, management and design, now and in the future. Recently, a greater emphasis was put on integrating GIS and BIM, combining the spatial and processing capabilities of GIS with the design and facility layout capabilities of BIM. As the National Guard implements BUILDER<sup>™</sup> Sustainment Management System (SMS) results into determining how and where it receives sustainment funding, the integration of BIM and GIS must move forward. We currently utilize an excel spreadsheet showing tabular results of facility and facility components rating, along with color coded identifies based on ratings in our FMO GIS web application. By utilizing BIM, we can provide more detailed descriptions and type of component for more easy analysis and replacement by AKARNG building maintenance staff.

This RFP seeks qualified contractors to assist with the conversion of existing scanned plan drawings and AutoCAD drawings into the Revit BIM program as outlined in the next section.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Military and Veterans Affairs (DMVA), Facilities Management Office (FMO), seeks to have a primary deliverable produced for each defined conversion site. Locations and specifications for each project will be outlined in a Task Order issued with a Delivery Order under a Master Agreement contract resulting from this RFP.

The contractor shall submit to the DMVA FMO Project Manager an outlined plan and schedule a phone or inperson meeting no later than ten (10) calendar days upon execution of a Delivery Order. The schedule shall include a timeline chart of activities showing project tasks, any changes to project team, including qualifications and credentials, appropriate milestones for the project, deliverable dates, outline of deliverables that will be received under the project, review times, and key schedule responsibilities. If, for any reason, the schedule is changed or modified, the contractor shall provide an amended schedule as soon as possible, but within seventy-two (72) hours, of anticipation of upcoming change. Amended schedules must not affect previously scheduled milestones planned to occur within five (5) working days of an amended schedule submission date. Schedule revisions are subject to approval by the DMVA FMO Project Manager, prior to beginning or altering work.

The contractor shall designate and submit a Point of Contact (POC) for the technical aspects of the contract and performance of work. This POC designation should be provided concurrently with the initial schedule submission. The contractor POC shall work with the DMVA FMO Project Manager to ensure coordination between the contractor and all affected parties. The contractor POC shall coordinate and cooperate with the DMVA FMO Project Manager for review and approval of all technical aspects/operations within the scope of this contract. The contractor will designate a back-up or secondary POC in case the designated primary POC is unable to fulfill the duties of the contract or for any other unforeseen circumstances to maintain timeliness in terms of project deliverables.

The contractor shall be required to provide all labor, facilities, equipment, materials, transportation, and supplies necessary to perform the work outlined below.

The DMVA FMO Project Manager will provide scanned and AutoCAD (if available) drawings to the contractor for conversion into Revit drawing files. The contractor will not have access to AKARNG facilities for site investigation or field verification. Each project site will require its own Revit model in accordance with the requirements set forth in this RFP and all applicable federal and state laws and regulations.

The drawings will have varying levels of quality; however, it is assumed the contractor can discern the components necessary to build an Architectural, Mechanical, and/or Structural Revit Model of the given facility. If photographs are needed and available, the FMO Project Manager will provide them to gain a better understanding of exterior and interior conditions. If the contractor has any issues with reading or understanding the provided drawings, the contractor must make these issues known before starting any conversion work. The FMO Project Manager will provide to the contractor:

- i. Available AutoCAD drawings of floor plans, to be used to identify room names and numbers
- ii. Available scanned drawing plans, original plans should be used to develop models for Architectural, Mechanical, and Structural components for the facility.
- iii. Available exterior photographs and interior photographs, as needed, to offer a snapshot of how the facility looks currently. Photos should not be used to build exterior and/or interior information for BIM models.

#### **Conversion to Facility Revit Model**

The contractor will receive a Task Order issued with a Delivery Order outlining the specifications and requirements for each project. Each project will use some or all of the below elements in Revit for view-specific element definition.

#### (A) Architectural

The Architectural Revit Model will include exterior walls, roofing, ceilings, rooms, walls, stairs, railings, doors, windows, casework, and wall partitions. The Revit model incorporates existing drawings from facilities which support the AKARNG and DMVA. These facilities can include gyms, assembly halls, storage areas, hanger space, offices, mechanical rooms, maintenance rooms, kitchen areas and restrooms. The drawings first draft or 95 percent submittal will allow for a thorough review and will solicit suggested changes before final 100 percent drawing submittal.

#### (B) Mechanical

The Mechanical Revit Model will include plumbing, fixtures, floor drains, mechanical equipment, and heating ventilation and air conditioning (HVAC) elements and equipment. The Revit model incorporates existing drawings from facilities which support the AKARNG and DMVA. These facilities can include gyms, assembly halls, storage areas, hangar space, offices, mechanical rooms, maintenance rooms, kitchen areas, and restrooms. The drawings first draft or 95 percent submittal will allow for a thorough review and will solicit suggested changes before the final 100 percent drawing submittal.

#### (C) Structural

The Structural Revit Model will include the foundation, columns, structural framing components, vertical bracing, structural floors, containment areas, and trench drains. The Revit model incorporates existing drawings from facilities which support the AKARNG and DMVA. These facilities include gyms, assembly halls, storage areas, hangar space, offices, mechanical rooms, maintenance rooms, kitchen areas and restrooms. The drawings first draft or 95 percent submittal will allow for a thorough review and will solicit suggested changes before the final 100 percent drawing submittal.

Contractor must have AutoCAD Revit software and the ability to convert CAD drawings as well as scanned .jpg, .tiff or .png files into Revit working files without any technical issues.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The initial Master Agreement (MA) contract period of performance for contracts resulting from this RFP will be three consecutive years from the date of award with one, two-year renewal option to be exercised at the sole discretion of the State and under the same terms and conditions as the original MA.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the MA excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a MA contract amendment.

Work performed under a Delivery Order issued under a Master Agreement contract resulting from this RFP, will be performed in accordance with industry standards and the Contractor shall provide for all supervision, materials, equipment, labor and supplies as required.

Unless specifically authorized in the Delivery Order (DO) for a specific project, the State WILL NOT provide labor, insurance, tools, equipment, technology or communications equipment (cell phones, computers, etc.), or any other services, supplies, paper, printer, equipment, or items necessary for completion of projects under any contract or order placed under a contract resulting from this RFP. The Contractor will be responsible for providing their staff with suitable equipment to perform contracted services during the contracted period.

The contractor must not actually deploy staff or incur any costs until a written Delivery Order has been received from the State of Alaska, Department of Military and Veteran's Affairs and finalized by the Division of Administrative Services Procurement Office or an authorized State designee. The State will not be responsible for any costs incurred by a contractor acting without a written Delivery Order signed by an authorized DMVA representative.

**Work Schedule.** The work schedule will be jointly agreed to between the contractor's staff and DMVA FOM Project Manager or his/her designee.

**Record Retention.** By signature on the proposal submitted in response to this solicitation, and/or the contract(s) or order(s) resulting from this solicitation, the offeror certifies they will comply with federal and state records retention policies and retain all records for three years after final payments and all other pending matters are closed.

### SEC. 3.03 DELIVERABLES

All deliverables will be submitted without reservation or claim to intellectual property, content, or copyright. The contractor shall provide appropriate documentation that shows all aspects of this contract are performed to achieve the desired outcome and performance objectives.

The contractor shall establish suspense dates to meet prescribed deadlines. The contractor will establish ample time to review drawings for each facility once received. Suspense dates are subject to approval by the DMVA FMO Project Manager. The contractor will provide deliverables in Revit and PDF formats and utilize email and file sharing when working with draft submittals. The contractor will provide final submittals on a USB drive, either hand-delivered or via US Postal Service mail.

The contractor has ten (10) days from the contract award date to draft a schedule establishing when the expected 95 percent draft versions will be submitted to the DMVA FMO Project Manager. The contractor, unless approved otherwise in the schedule, will submit draft versions of Revit drawings no later than ninety (90) days from the execution of a Delivery Order issued under a Master Agreement contract resulting from this RFP. Draft submittals shall allow fifteen (15) days of review time for the DMVA FMO Project Manager to return comments and clarifications back to the contractor.

The contractor will respond within fifteen (15) days after receiving comments and clarifications from the DMVA FMO Project Manager and can take up to thirty (30) days to submit the final draft submittals for review. The DMVA FMO Project Manager will have thirty (30) days to review the final draft submittals, after which they will either accept the final submittal or ask for additional changes. If additional changes are required prior to accepting the final submittal, the contractor has fifteen (15) days to make the required changes necessary for final approval.

### **Architectural Revit Model Deliverables**

<u>The 95 percent draft submittal</u> will include everything available in the Architectural Revit Model, including but not limited to exterior walls, roofing, ceilings, rooms, walls, stairs, railings, doors, windows, casework, and wall partitions.

The draft version must include the following components:

- a. Title Sheet
- b. Floor Plans
- c. Section Plans (wall, ceiling, stairs, and roof)
- d. Detail Views (wall, ceiling, stairs, and roof)
- e. 3D Views, four views for each side of the facility
- f. Revit families used in building model
- g. Any other items helped to build the Architectural Revit Model

<u>The 100 percent final draft submittal</u> will include everything available in the Architectural Revit Model, including but not limited to exterior walls, roofing, ceilings, rooms, walls, stairs, railings, doors, windows, casework, and wall partitions. The final version must include the following components:

- a. Title Sheet
- b. Floor Plans
- c. Section Plans (wall, ceiling, stairs, and roof)
- d. Detail Views (wall, ceiling, stairs, and roof)
- e. 3D Views, four views for each side of the facility
- f. Revit families used in building model
- g. Any other items helped to build the Architectural Revit Model
- h. Final submittals must include the name of the drafter for each sheet

### **Mechanical Revit Model Deliverables**

<u>The 95 percent draft submittal</u> will include everything available in the Mechanical Revit Model, including but not limited to plumbing, fixtures, floor drains, mechanical equipment, and heating ventilation and air conditioning (HVAC) elements and equipment. The draft version must include the following components:

- a. Title Sheet
- b. Floor Plans
- c. Section Plans (plumbing, HVAC, drains, and fixtures)
- d. Detail Views (plumbing, HVAC, drains, and fixtures)
- e. 3D Views, four views for each side of the facility
- f. Revit families used in building model
- g. Any other items helped to build the Mechanical Revit Model

<u>The 100 percent final draft submittal</u> will include everything available in the Mechanical Revit Model, including but not limited to plumbing, fixtures, floor drains, mechanical equipment, and heating ventilation and air conditioning (HVAC) elements and equipment. The draft version must include the following components:

- a. Title Sheet
- b. Floor Plans
- c. Section Plans (plumbing, HVAC, drains, and fixtures)
- d. Detail Views (plumbing, HVAC, drains, and fixtures)
- e. 3D Views, four views for each side of the facility
- f. Revit families used in building model
- g. Any other items helped to build the Mechanical Revit Model
- h. Final submittals must include the name of the drafter for each sheet

#### Structural Revit Model Deliverables

<u>The 95 percent draft submittal</u> will include everything available in the Structural Revit Model, including but not limited to foundation, columns, structural framing components, vertical bracing, structural floors, containment areas and trench drains. The draft version must include the following components:

- a. Title Sheet
- b. Floor Plans
- c. Section Plans (foundation, columns, structural floors)
- d. Detail Views (foundation, columns, structural floors)
- e. 3D Views, four views for each side of the facility
- f. Revit families used in building model
- g. Any other items helped to build the Structural Revit Model

<u>The 100 percent final draft submittal</u> will include everything available in the Structural Revit Model, including but not limited to foundation, columns, structural framing components, vertical bracing, structural floors, containment areas and trench drains. The draft version must include the following components:

- a. Title Sheet
- b. Floor Plans
- c. Section Plans (foundation, columns, structural floors)
- d. Detail Views (foundation, columns, structural floors)
- e. 3D Views, four views for each side of the facility
- f. Revit families used in building model
- g. Any other items helped to build the Structural Revit Model
- h. Final submittals must include the name of the drafter for each sheet

### SEC. 3.04 CONTRACT TYPE

The Master Agreement (MA) contract resulting from this RFP will be a multiple award contract. The State will issue a maximum of two (2) contracts to responsive, responsible offerors. Offerors will be rated in order from most advantageous, as determined by a Proposal Evaluation Committee (PEC), using the proposal and evaluation criteria included in this RFP. The top two rated offers may receive a contract.

When services are required, the State will contact the most advantageous offeror first.

If the most advantageous offeror is unable to provide required services within the required time the next advantageous offeror will be contacted. Additionally, if the most advantageous offeror is already involved in a large project for FMO/ENV, the State may, at its sole discretion, award the project to the next advantageous offeror. If none of the Contractors on the list are available to provide required services, the State will take necessary action to procure the services from non-contract sources within the requirements of the State of Alaska Procurement Code.

The MA contract resulting from this RFP is based on a fixed hourly rate for providing services as established on the accepted offerors Cost Proposal. Approval or continuation of a contract resulting from this RFP is contingent upon need and State or Federal appropriation of funding.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

Upon issuance of a Delivery Order (DO) by the State for a specific project, the contractor will invoice the State upon completion of each portion of the contract, whether it be Architectural, Mechanical or Structural for each of the facilities included in the project list. Invoices must include the DO Number, MA Number and a narrative progress report on the form specified by the DMVA FMO Project Manager.

Ineligible, unallowable, or any unauthorized expenditures will not be reimbursed. Source documentation is required for reimbursement of expenses.

No payment will be made until the progress report and invoice have been approved by the DMVA FMO Project Manager or his/her designee. All payment will be made NET 30 days upon approval of a true and correct invoice and receipt of required documentation.

### SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### SEC. 3.07 LOCATION OF WORK

The location(s) of the work to be performed, completed and managed will be within the State of Alaska.

The state **will not** provide workspace, labor, insurance, tools, equipment, technology equipment (cell phones, computers, etc.), or any other services, supplies, equipment, or items necessary for completion of projects for the successful offeror to complete the tasked work. Offerors should take this into consideration when providing their Hourly Rate.

By signature on their proposal, 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 will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed.

### SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

### SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

### SEC. 3.11 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

### SEC. 3.12 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

# SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Military and Veterans Affairs or the Commissioner's designee.

### SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and

categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

All information provided to the contractor and both the draft and final deliverables products, and any iterations during the course of work, are owned exclusively by the Department of Military and Veterans Affairs Alaska Army National Guard and are for the sole use by these organizations. The information prepared by the contractor is considered proprietary and cannot be shared with other individuals or groups outside of the State of Alaska Department of Military and Veterans Affairs and the Alaska Army National Guard.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure ( to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### SEC. 3.16 INDEMNIFICATION

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

### SEC. 3.17 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

**Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

### SEC. 3.18 TERMINATION FOR DEFAULT

If the project director or procurement determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

In order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

In order to facilitate review of proposals on an equitable basis, proposals should be presented in the order set forth herein, with sections numbered or titled with the corresponding number and title section, all relevant material included in the section, pages numbered consecutively, and supplemental materials presented as labeled appendices or attachments and reference in the text of its respective section.

### SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A non-conflict of interest statement or disclosure of any potential or known conflicts of interest should be included in this section. An offeror's failure to include these items in the proposal's introduction may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The offeror should include in this section a brief overview of the firm's type of business and services offered.

### SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

DO NOT include any cost information within the Technical Proposal. Cost information is to be provided only within the Cost Proposal.

### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

The offeror must clearly show within their proposal the methodology they intend to employ if tasked to provide services under a contract resulting from this RFP. The offeror must describe the hardware, software, equipment, and licenses necessary to perform the contract. The methodology must clearly outline the timeframe required and how they intend to maintain and support resources during the execution of a project. Offerors should illustrate how the methodology will serve to accomplish the work described in this RFP and meet the state's project schedule, and how they will neutralize, overcome, or mitigate any perceived obstacles.

DO NOT include any cost information within the Technical Proposal. Cost information is to be provided only within the Cost Proposal.

### SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must clearly show within their proposal the number and type(s) of staff they have available for immediate deployment and the location(s) of these assets. Information provided should also include a description of the communications and other equipment available for deployment with these assets. An easy-to-read chart or table outlining this information is desired.

The offeror must clearly show within their proposal the chain of command they would use to deploy and manage their staff from contract execution to deliverable of Final Report. An organizational chart format is recommended. The information presented should be in a clear, concise, and easy-to-read format, and should outline when and how the offeror's staff will interact with DMVA staff, and current contact information for the company or key individuals.

DO NOT include any cost information with these sections. Cost information is to be provided only within the cost proposal.

### SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

The offeror must clearly show within their proposal the company's experience in performing the tasks and activities as outlined in Section 3 under Scope of Services. A brief description outlining the size and type of project, project location, client(s) supported, and any environmental or other factors that impacted the project is desired in five pages or less. Information presented should be in a clear, concise, and easy-to-read format.

The offeror must provide a brief resume of key staff who would be involved in the various phases of supporting the project. Resumes should include the person's name and a brief outline of their experience with performing the services as described in this RFP. Resumes should highlight any special or unique experience or qualifications the person has with regards to performing the tasks and activities as outlined in Section 3 under Scope of Services. Experience working in the State of Alaska is desired. Resumes are limited to two pages or less per person.

Professional qualifications:

The offeror must clearly show how they'll meet the professional qualifications requirements. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

The offeror must provide proof of knowledge of AutoCAD Revit software either through documentation showing certification from an AutoCAD certified trainer or training facility, or through proof of education through a degree in drafting, engineering, planning, cartography, construction management or a field of study that would include AutoCAD and specifically Revit within its curriculum.

Offeror must provide a list containing a minimum of three, maximum of five, professional references to be used for this contract which includes the company name, contact person, address, telephone number and email address for projects of a similar nature performed by the offeror within the last three years.

DO NOT include any cost information within the Technical Proposal. Cost information is to be provided only within the Cost Proposal.

### SEC. 4.07 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

### SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

### SEC. 5.01 UNDERSTANDING OF THE PROJECT (10%)

#### Proposals will be evaluated against the questions set out below:

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (20%)

#### Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 4) Does it appear that the offeror can meet the schedule set out in the RFP?

### SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15%)

#### Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

### SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (10%)

#### Proposals will be evaluated against the questions set out below:

#### 1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable experience of the personnel designated to work on the project?

#### 2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided a list of references from previous clients?

### SEC. 5.05 CONTRACT COST (45%)

Overall, a minimum of **45**% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

#### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

### SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

### SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

### SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### SEC. 6.07 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

### SEC. 6.08 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

### SEC. 6.09 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

### SEC. 6.10 APPLICATION OF PREFERENCES

Because federal funds may be used in the procurement of services under a contract resulting from this RFP, the State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

### SEC. 6.11 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

### SEC. 6.12 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

#### STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

#### Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

#### Offeror #2 receives 37.4 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = **37.4** 

#### Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = **33.7** 

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1. Identify the provision the offeror takes exception with.
- 2. Identify why the provision is unjust, unreasonable, etc.
- 3. Identify exactly what suggested changes should be made.

### SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

### SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

Part of all of this RFP and the successful proposal may be incorporated into the contract.

### SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### SEC. 7.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <u>https://www.state.gov/trafficking-in-persons-report/</u>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 7.06 RIGHT OF REJECTION

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

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

#### A proposal from a debarred or suspended offeror shall be rejected.

### SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

### SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

### SEC. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

### SEC. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

### SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

### SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- Notification of Changes: The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- After-imposed or Increased Taxes and Duties: Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- After-relieved or Decreased Taxes and Duties: The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment <u>taxes</u>, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- State's Ability to Make Changes: The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## SECTION 8.ATTACHMENTS

SEC. 8.01 ATTACHMENTS

#### Attachments:

- 1) Cost Proposal
- 2) Standard Agreement Form Appendix A
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form
- 4) Supplemental Requirements for DMVA\FMO Federally Funded Contracts 2013
- 5) System for Award Management Helpful Information
- 6) Previous Questions and Answers
- 7) Proposal Checklist

## ATTACHMENT 1: COST PROPOSAL SEC. 8.01 COST PROPOSAL FORM

### RFP # 21000006

Offerors must complete and submit this Cost Proposal form in a separate envelope within their proposal package.

Offerors must provide a cost for both positions. Proposals containing a cost for only partial positions will be considered non-responsive and the offer rejected.

The cost offered for the Hourly Rate for each position on the Cost Proposal must include ALL DIRECT COSTS associated with the performance of the contract, including, but not limited to direct expenses, payroll, employee benefits, mark-ups, administrative costs, supplies, equipment, overhead, and profit. No indirect costs are allowed.

The total cost is the cost evaluated by the DMVA/DAS Procurement Officer.

Category	Cost		
Hourly Rate for BIM Technician	\$		
Hourly Rate for Senior BIM Manager	\$		
Total Cost for Contractual Services	\$		
Company Name:			
Physical Address:			
City:State:	_Zip:		
Contact Person:			
Business Phone:			
Email Address:			
IRIS Vendor Number:			
	Date:		
Authorized Representative's Printed Name and Signature			

### **ATTACHMENT 2: STANDARD AGREEMENT FORM with APPENDIX A**

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	er 2. Contract Title	2. Contract Title		4. Agency	4. Agency Appropriation Code				
5. Vendor Number     6. IRIS GAE Number (if used)			7. Alaska Business License Number						
This contract is between	the State of Alaska,								
8. Department of		Division	hereafter the State, and						
9. Contractor		I		I					
					hereafter the contractor				
Mailing Address	Street or P.O. Bo	X	City	State	ZIP+4				
10. ARTICLE 1. Appe	ndices: Appendices referred to in	this contract and at	tached to it are considered part o	f it.					
ARTICLE 2. Perfo	mance of Service:								
<ul> <li>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</li> <li>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</li> <li>2.3 Appendix C sets forth the services to be performed by the contractor.</li> </ul>									
	d of Performance: The period of		s contract begins		, and				
ends									
11. Department of			Attention: Division of						
Mailing Address			Attention:						
12.	CONTRACTOR								
Name of Firm				<ol> <li>CERTIFICATION: I certify that the facts herein and on supportin documents are correct, that this voucher constitutes a legal charg</li> </ol>					
			against funds and ap	propriations cited,	that sufficient funds a				
Signature of Authorized Re	presentative	Date	encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815820 Other disciplinary action may be taken up to and including dismissal						
Typed or Printed Name of A	Authorized Representative								
Title				.,					
13. C	ONTRACTING AGENCY		Signature of Head of Contractine	g Agency or	Date				
Department/Division		Date							
Signature of Project Directo	r	<u>I</u>	Typed or Printed Name						
Typed or Printed Name of I	Project Director		Title						

#### APPENDIX A GENERAL PROVISIONS

#### Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

#### Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

#### Article 3. Disputes.

3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 - 632.

#### Article 4. Equal Employment Opportunity.

- 1.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. 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 be to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 1.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, 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, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 1.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation 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.
- 1.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these visions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 1.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 1.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 1.7 Failure to perform under this article constitutes a material breach of contract.

#### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

#### Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

#### Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

#### Article 9. Payment of Taxes.

As a condition of performance of this contract, 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 contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

#### Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

#### Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

#### Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

#### Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

#### Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### --End of Appendix A—

I have read the terms and conditions of the Alaska Standard Agreement form found above and

\_\_\_\_\_ I have no issues or objections to the terms and conditions as stated.

\_\_\_\_\_\_ I have identified issues or objections to the terms and conditions as stated and have attached those on a separate page.

Certifying Officer's Signature

Date

Title

# Attachment 3: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

\_\_\_\_\_

Printed Name and Title of Authorized Representative

-----

Signature Date

Please provide either the DUNS Number \_\_\_\_\_\_ or the Cage Code \_\_\_\_\_\_

#### Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

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

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

## Attachment 4: Supplemental Requirements for DMVA \ FMO Federally Funded Contracts | 2013

#### 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 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 the parties involved with this contract, agree 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 with this contract, agree 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 with this contract, agree 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 with this contract 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 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 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 the parties involved with this contract covenants and agrees 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 the parties involved with this contract covenants and agrees 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 the 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 2 CFR 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 2 CFR 170.320 (and sub-awards); and,
  - \$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 2 CFR 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 2 CFR 170.320 (and sub-awards); and
    - \$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 not tax-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:\_

### **Attachment 5: System for Award Management Helpful Information**

#### https://www.sam.gov/SAM/

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, or 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.

Vendors registered in SAM:

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

Vendors NOT registered in SAM:

You will first need to obtain a DUNS<sup>®</sup> number from Dun & Bradstreet (DnB) before registering. A DUNS<sup>®</sup> number is required for SAM registration and is free for vendors pursuing federal contracts. You can apply for a DUNS<sup>®</sup> 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<sup>®</sup> number is usually completed within 24 hours. If you need assistance with obtaining a DUNS<sup>®</sup> number, please contact your local PTAC office.

## **Attachment Six: Questions and Answers**

#### Questions submitted by potential offerors and answers from the state:

- Question 1: Is there a detailed BIM level of development for these buildings? The generalities of what is expected in the models are covered on page 11 (section 3) but it isn't specific enough to get an idea of how detailed a model you would like to see.
- <u>Answer:</u> Because we are utilizing existing drawings, what we have within our scanned documents and AutoCAD drawings, we are basically limited to what those provide. If a drawing has a certain number of doors or windows, HVAC components, for example, but maybe is missing some mechanical within that facility, we are limited to what we have from the existing drawings, so those missing components would remain off the project package that's provided. I'd say the level of detail is limited to the level of detail the existing drawings show.
- **Question 2:** Is there an expected standard to follow, and if so, will a Revit template containing the standard be provided?
- **<u>Answer:</u>** For this project, the standard would be making sure deliverables have a title sheet, floor plans, section plans, detailed views, 3D view component, family component, and basically any other items needed to build the model. Utilizing those sets of examples, we don't have a Revit template per say, we haven't utilized Revit in our office yet, so we are looking to build a template using those key components and go from there. All of these components are listed in section 3 under Deliverables of the RFP document.
- Question 3: Is there an established page limit for proposals? There is a page limit listed for Sec 4.06 but it isn't clear how many pages should be included for other sections.
- <u>Answer:</u> There are only limits established for resume and experience portions of the proposal. All other portions of the proposal do not have established page limits.

**Question 4:** What will this information be used for?

<u>Answer:</u> The environmental component is right now the primary driver, we are looking to put these drawings with site plans, SPCC plans, EBS reports, just updating our drawings because we do utilize building drawings for those reports, and a lot of them are dated and aren't as useful as they could be for our contractors.

Going forward we foresee a potential need within our building management and maintenance staff getting updated drawings and they might have other items they are more focused on, structural components of the building, or mechanical, just depends on what their needs are. Right now, the driver is our environmental needs. To clarify, under this RFP, the intent is not to update the drawings at this time, it is just to convert existing drawings into the Revit program.

Question 5: Are you wanting to develop a standard as a part of this project? Are you looking to have a predictable model/standard as you move forward in time? So you'll have a standard you can hand over to anyone who does work for you, that will provide all the template information they'll need?

- <u>Answer:</u> That's the idea going forward, that's hopefully what we will develop over time. Initially, we want to just get those key components that are important. I do think as this moves forward, there will probably be a standard and we will probably utilize that standard in the future. Because this is a new piece of software we are utilizing, we are more familiar with AutoCAD deliverables this will be a little different.
- Question 6: In my experience you want to set up something and what your primary goals are. The question I have related to that is, the primary focus, facilities maintenance staff, or planning staff or where is the main focus for this moving forward?
- <u>Answer:</u> We are environmental in the facilities maintenance staff, we are focused on the components of a facility that are important for our building maintenance. We're not necessarily the construction crew or facilities builders, we are more focused on existing buildings themselves.
- Question 7: If we are doing multiple facilities, are you going to want everything placed relative to an overall campus site plan or state plain coordinates, so that you have the distances and differences and all the information relative between the buildings, or are you looking strictly each model being based on a "0,0,0" location?
- <u>Answer:</u> Right now, we are just going to use a "0,0,0" component. I can put them into their locations later on, I think for now we just want to focus on converting the existing drawings into Revit and in the future be able to do what we will with them. For now, focus on getting that conversion process done.
- Question 8:And that goes for building orientation as well, relative to north, south, east, west?Answer:We will plan to change orientation later on if it's not delineated on the drawing. For the most part,<br/>these buildings are stand-alone. There won't be a situation where you'll have two buildings that will<br/>need to be part of a package. It'll primarily be stand-alone facilities and their architectural, structural<br/>and mechanical components.
- Question 9: For the drawing set deliverable, what will that drawing set be based on? Like the latest drawing package that comes with the as-builts? What would define where elevation, section cuts, and the details and diagrams that would be included or not?
- <u>Answer:</u> Whatever we provide in the scanned drawings or AutoCAD drawings, it'll just be replicating that. If there isn't any of the information provided in the drawings, it won't be required for the deliverable. This will be replicating existing drawings, if elevation and detailed components are listed in the drawing that will be useful to have replicated but if it isn't it won't be required.
- Question 10: The drawing sets that will be provided are likely going to be the original design documents rather than receiving a series of drawings from like tenant improvements and renovations, stuff like that?
   Answer: Most of these buildings, some of them have had additions over time, a lot of them are existing facilities as they stood. There are some retrofitted changes that our maintenance staff has done, maybe they put a partition up or an extra door somewhere, as far as additional structure changes, there won't be too many changes to the existing facility document that we have.

- Question 11: Looking at your attachment 6, potential Revit conversion facilities, it identifies square footages but then it also identifies CAD drawings. Earlier you mentioned that quite a few of the drawings you have are scanned, can you clarify what is actually scanned versus what would be provided in electronic format?
- <u>Answer:</u> The majority will have AutoCAD drawings. There will be some that a scanned drawing has been converted into a CAD drawing. I think all our facilities have CAD drawings as far as main layout of the facility, where windows are at, doors, those kinds of things, all our facilities should have AutoCAD drawings for those. When it comes down to mechanical, structural, getting into that detail, a lot of that isn't in AutoCAD, so it's just a structural, mechanical scan of building components.
- Question 12: Are we to assume that everything listed on the right-hand side of those are going to be scanned drawings?
- <u>Answer:</u> It depends on the facility, but I would assume that most of the mechanical and structural will probably be scanned documents. The architectural in almost all instances should be CAD drawings.
- **Question 13:** On the timing of the proposal, is there an external driver to put the submittal date for the week following the Fourth of July?
- <u>Answer:</u> No. We are required to post our solicitations for a certain period of time and that's how the dates fell.

Question 14: Your scanned drawings, those will be pdf correct?

**<u>Answer:</u>** They will either be PDF or TIFF files. Probably a good percentage of them will be TIFF files.

Question 15: Digitizing is not allowed I presume?

- Answer: No. I've worked in Revit a little bit and tried to digitize and it doesn't work really well.
- **Follow-up:** In my opinion it's not successful for CAD or Revit, mainly because digitizing from even an old print, prints stretch and move based on moisture content and all kinds of other things.
- **Answer:** Yeah, I think you just want to go off the dimensions on the drawing itself and not try to digitize.
- Question 16: You said we should take our time here and follow up with any additional things we may find, that's still correct?
- <u>Answer:</u> Yes, we took questions until the end of the day yesterday to give opportunity to ask additional questions.
- **Question 17:** Please confirm that the civil discipline and other site information related drawings excluded from the proposed project scope.
- **<u>Answer:</u>** Civil and Site information as far as elevation and spatial reference points are not a requirement of this contract. Focus should be on Architectural, Mechanical and Structural components of a facility.

- Question 18: Please clarify if the structural, mechanical, electrical discipline information is excluded from the REVIT modeling. If so, are you seeking transfer of that information from scans (PDF or TIFF) into dwg format so the data at least exists digitally in a vector-based system?
- <u>Answer:</u> The Revit Families or components used to build the REVIT model are required to be included in the drawing package, but other discipline information not relevant to developing and building the BIM model are not a requirement.
- Question 19: Please confirm that the deliverable to the client is the REVIT model of the structure and not the dwg export of the requested views or the PDFs that are derived from them.
- <u>Answer:</u> The final deliverable is the Revit model drawings package as well as pdf exports of those deliverables, this allows users without Revit within the office to utilize the drawings.
- Question 20: Please confirm that a REVIT standard development for client use is not part of the scope, only the information about the assets that is included in the REVIT model created in a standard acceptable to the client.
- <u>Answer:</u> There is not a REVIT standard for development as part of this contract, it is required that all the drawing sets comply and follow this format, as outlined in the RFP Document under Deliverables in section 3:
  - Title Sheet
  - Floor Plans
  - Section Plans
  - Detail Views
  - 3D Views, four views for each side of the facility
  - Revit families used in building model
  - Any other items helped to build the Structural Revit Model
  - Final submittals must include the name of the drafter for each sheet

#### \*END\*

## Attachment Seven: Proposal Checklist

## This checklist is provided to help the offer and does not need to be returned with your proposal.

- 1. Was the proposal **received** by Procurement within the designated timeframe? \_\_\_\_\_
- 2. Did the offeror submit the required number of copies as specified in the RFP? \_\_\_\_\_
- 3. Was the original copy of the proposal signed by an authorized representative? \_\_\_\_\_
- 4. Did the offeror have a valid Alaska business license the time proposals were due? \_\_\_\_\_

5. Did the offeror provide a signed copy of or acknowledge receipt of Mandatory Return amendments if necessary? \_\_\_\_\_

6. Did the offeror provide a completed and signed Cost Proposal form in a separate sealed and appropriately marked envelope? \_\_\_\_\_

7. Did the offeror provide proof of knowledge of AutoCAD Revit software either through documentation showing certification from an AutoCAD certified trainer or training facility. Or through proof of education through a degree in drafting, engineering, planning, cartography, construction management or a field of study that would include AutoCAD and specifically Revit within its curriculum.?

- 8. For Contracts using Federal Funding:
  - a. Did the offeror submit a signed copy of Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (pg 37)? \_\_\_\_\_
  - b. Is the offeror on the Federally Debarred/Suspended Vendors List? \_\_\_\_
  - c. Is the offeror registered in SAMS and have an active account with matching address? \_\_\_\_\_
- 9. Did offeror sign and return mandatory Supplemental Requirements for DMVA\FMO Federally Funded Contracts 2013 (pg 44)? \_\_\_\_
- 10. Did offeror sign and return mandatory Alaska Standard Agreement form (pg 36)? \_\_\_\_