



# Alaska Department of Transportation & Public Facilities

## REQUEST FOR PROPOSALS PACKAGE

PART

**A**

(Procurement per AS 36.30)

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### ISSUING OFFICE

Agency Contact & Phone No.....: Jeff Jenkins, Chief of Contracts, (907) 465-4420  
 Contracting Division .....: Alaska Marine Highway System

### PROJECT

**RFP NUMBER** .....: **25224020**  
 Project Numbers-State/Federal.....: **SAMHS00158; 9500153**  
 Project Site (City, Village, etc.).....: **N/A**  
 Project Title & Contract Description .....: **AMHS- Tustumena Replacement Vessel- CM/GC CMGC Phase 1 - Preconstruction Services to assist with the development of Functional Design of Tustumena Replacement Vessel ferry for service in Southwest Alaska. Provide support on cost and schedule development, review of constructability, and provide expertise to increase innovation and reduce Owner and Contractor risk during Phase 2 Construction.**

### SCHEDULE & PAYMENT

**Anticipated period for performance Stage 1 -Begin/End: July 11, 2022 through December 31, 2022**  
 Estimated amount of Stage 1 - Preconstruction Services of the proposed contract:  
 Less than \$200,000       \$200,000 to \$250,000  
 \$250,000 to \$500,000       \$500,000 to \$1,000,000       \$1,000,000 or greater  
 Proposed Method(s) of Payment:  
 Fixed Price Plus Expenses (FPPE)       Firm Fixed Price (FFP)       Cost Plus Fixed Fee (CPFF)  
 Other: \_\_\_\_\_       Other: Time & Expense (TE)       Other: \_\_\_\_\_  
**Anticipated period for performance Stage 2: December 31, 2022 through December 31, 2025**  
 Estimated amount of Stage 2 - Construction of the proposed contract:  
 Less than \$1,000,000       \$1,000,000 to \$2,500,000       \$2,500,000 to \$5,000,000  
 \$5,000,000 to \$10,000,000       \$10,000,000 to \$20,000,000       \$100,000,000 or greater

### SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250). ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.*

DATE: **May 26, 2022**      PREVAILING TIME: **4:00 PM**  
**THE FOLLOWING SUBMITTAL METHODS ARE ACCEPTABLE:**  
 Electronic Submittal:      Mailed Submittal:  
 Email: [srdotpfcontracts@alaska.gov](mailto:srdotpfcontracts@alaska.gov), or      Attn: Jeff Jenkins, Chief of Contracts  
 \*- Contractors are advised that files 20MB and larger      State of Alaska, DOT&PF  
 should be submitted via ZendTo      P.O. Box 112506  
<https://drop.state.ak.us/drop/>      Juneau, AK 99811-2506  
**IMPORTANT NOTICE:** If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

## SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
  - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
  - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
  - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
  - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
  - 3.1 Provide written recommendations for consideration during contract negotiations;
  - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

## NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

Standard Contract Terms and General Provisions for CMGC Preconstruction Services are attached to this RFP.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing included in the certification statement on Page 2 of Part D in this RFP package.**

9. Not Used

- 9.1 Not Used

- 9.2 Not Used

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Not Used

13. The proposed contract will be a Federally Assisted Program of the U.S. Department of Transportation. The Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference:  None  As follows: April 5, 2022

15. Special Notices

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/businesslicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>

15.3 Information is provided herein concerning design consultants and other entities who are involved in this project for transparency and general information. **However, no contact with any firm or person other than the Agency Contact identified on Part A, page 1 is permitted.**

**Any questions about proposal procedures, or other technical aspects of the project must be entered in the questions and answers area of the Bid Express proposal page <https://www.bidx.com/ak/lettings>.** Questions must be submitted in sufficient time to get a reply before due date of proposals. Any response to a material question shall be issued by addendum sent to all plan holders.

15. Special Notices (continued):

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

15.5 Construction contracts for this project will contain required Contract Provisions for Federal-Aid (FHWA) Construction Contracts (Form 25D-55H) to ensure federally required programs are included and administered.

15.6 The agency project numbers on page 1 of the RFP represent the parent project and interested parties are advised that additional project numbers may be assigned to portions of the project as deemed necessary by the Contracting Agency.

15.7 Offerors must have a Vendor ID or your proposal may not be accepted. More information can be obtained at the following website: <https://dot.alaska.gov/aashtoware/docs/AWP-vendor-guidance.pdf>

15.8 Certified payroll must be submitted electronically through AASHTOWare for contracts awarded after January 1, 2021. This would apply to any construction contracts, (not pre-construction services), subsequently awarded under this CM/GC contract. In order to submit certified payroll, Contractors, Subcontractors, and lower tier Subcontractors must be active in AASHTOWare, which requires they have a valid Vendor ID with a 913 commodity code.

15.9 COVID-19 Management Plan. The Governor's emergency declaration and mandates relating to COVID-19 expired on February 14, 2021. However, contractors are encouraged to review COVID-19 Response and Recovery Health Advisories that can be accessed at: <https://covid19.alaska.gov/health-advisories/> Contractors will still be required to meet any applicable local ordinances or requirements currently in effect, and comply with any future federal, state or local declarations or mandates that might be adopted while work on the project is ongoing.

In addition, and consistent with Sections 5.3 and 5.7 of the General Conditions for CMGC Construction Services, the Contractor will be responsible for paying all costs and expenses incurred to comply with any COVID-19 Health Mandates or Health Advisories in effect during times when the Contractor is performing project-related work activities. The Contractor will additionally be responsible for preparing any general or site-specific mitigation and response plans required for its forces, along with any attendant schedule delays or impacts.

15.10. Reference rfp-a, Notices, Item #2, which states that copies of contract documents are available for review at the Contracting Agency's office. Proposers are hereby notified that Preconstruction Services Contract template forms are available for viewing on the Bid Express advertising web site. The Department will use these forms as the basis for the Preconstruction Services Contract and then edits certain documents to conform to the CMGC process, the successful Offeror's proposal information, and the details of the negotiated agreement. Interested Offerors are encouraged to submit any questions concerning these documents to the Contracting Agency in writing prior to the proposal due date.

15.11 Exclusion from Participation – Construction Services: In the event that negotiations with the selected CMGC Contractor are not successful for any portion of construction services for the Project, the Contracting Agency reserves the right to publicly advertise the work and may contract with another Contractor for construction of the project using any other contracting method under the procurement code. The Department may prohibit the CMGC Contractors, both past and present, as well as any key subcontractors, from participating in any subsequent bid solicitations.

## SUBMITTAL CHECKLIST

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

*An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).*

- [ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [ ] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [ ] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [ ] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for those criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [ ] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [ ] 6. Prices are an evaluation criteria for the proposed CMGC project. Offerors must submit **Billing Rates and Construction Fee Proposals** as described in Criteria #9 and/or #10.
- [ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal and will not count in the requirements of #8 below.
- [ ] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Twenty-five (25)** pages. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

- [ ] 9.
- [ ] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and, in the order, listed:**
- [ ] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates, Price Proposals** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.
- [ ] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, and Price Proposals**) required is: **One (1)**
- [ ] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [ ] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.
- [ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# EVALUATION CRITERIA

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Project Approach

Response must demonstrate your comprehension of the objectives and services for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. State any assumptions made in formulating Criteria Responses. Participation or experience specific to the CMGC project delivery process will not be a factor in the Department's scoring of this criterion. Outline the methods for accomplishing the proposed contract during Stage 1 - Preconstruction Services, and Stage 2 - Construction. If methodology is contained in the proposed Statement of Services, address its adequacy.

#### 1.a. Preconstruction Services

1.a. Weight: 15

To aid the Department in understanding the means and methods that you will use to support the design development and decision-making process, please address the following,

- Describe your approach to,
  - Work sequencing
  - Design review to provide constructability and value engineering support
  - Collaboration to improve quality, reduce errors, and provide best value.
  - Submitting cost and weight estimates at required milestones and GMP Negotiations
- Describe unique resources and capabilities, if any, that your company will bring to preconstruction.
- Identify proposed single source vendors and other key team members, including the key suppliers in Section 5.

#### 1.b. Construction Services

1.b. Weight: 10

To aid the Department in understanding the means and methods that you will use to support the construction and decision-making process, please address the following,

- Discuss how you will use unique technology, if any, during construction and associated resources or tools you will provide to Project personnel
- Describe your approach to,
  - Project Work Sequencing
  - Subcontractor and vendor management
  - Change Order management and estimation of cost and schedule impacts
  - Buy America material certification and tracking
  - Sourcing, training, and retaining sufficient skilled labor to complete the base project on schedule and how labor force surge requirements will be managed.
- Describe unique resources and capabilities, if any, that your company will bring to construction

Continued Next Page



**2. Innovation****2. Weight: 15**

In conjunction with your team's Project Approach, you may have innovative ideas or creative efficiencies that may or may not meet the requirements of the RFP that could increase the likelihood for project success. Discuss your innovations as they relate to the Project and Contractor goals listed in Appendix B, Statement of Services.

- Describe your proposed process for evaluating cost tradeoffs during the Pre-Construction Phase. Cost tradeoffs need to consider both initial capital costs and long-term maintenance/operating costs.
- Describe your proposed approach to constructing the vessel. Include examples of cost reductions, improvements in schedule, or other benefits to requested services that may be used to augment your team's Project Approach.
- Provide up to five (5) proposed innovations that will have potential benefits in terms of cost, schedule, or risk reduction. For each one address the following elements:
  - Description of the Innovation,
  - Estimated Cost Savings or Time Savings,
  - Impact on Vessel Maintenance or Operations (if any),
  - Methods,
  - Assumptions

**3. Risk Management****4. Weight: 15**

Risk management in the CMGC process is managed through the development of a contingency and close collaboration between the Department, Design Consultant, Contractor and others. Response to this section must address the following:

- Explain what methods will be utilized to proactively identify areas of risk
- Describe your approach to
  - Estimating cost and schedule impacts associated with identified risks
  - Communicating risk to the Department
  - Leveraging established technologies, processes, and experience to mitigate identified risks.
- Discuss how your approach to Innovation, from Section 2, will decrease project risk.

**4. Project Management and Key Personnel****4.a. Project Management****4. Weight: 5**

Describe the administrative and operational structures that will be used for performing the proposed contract during Stage 1 - Preconstruction Services, and Stage 2 - Construction.

- Provide an organizational chart for the company and the project team (for both stages)
- Provide a communication plan detailing how open communications will be maintained between your project staff, the Department and their Design Consultant, and (as applicable) any other government agencies or the public.

Briefly address your Firm's capability to provide additional services and/or services under an accelerated schedule.

**4.b. Key Personnel****4. Weight: 10**

Name the individuals to perform the following essential FUNCTIONS (plus any other professional/technical functions you deem essential to perform the Statement of Services). For each individual identified provide the following information:

- Three 3 professional references (contact persons and telephone numbers).
- Describe their roll and responsibilities on this project.
- Detail their specific qualifications and substantive experience directly related to this contract.
- Provide their: professional discipline or job classification, experience in the stated discipline or job classification. If the identified individual is not an employee of your firm provide additional information regarding the relationship between the individual and your firm.
- Provide an estimate of the time each will be committed to the project during each phase (i.e. 50-75% during preconstruction, 25% during production).

Individuals to be identified:

1. **Contract Manager**
2. **Project Manager**
3. **Project Superintendent**
4. **Project Scheduler**
5. **Project Cost Estimator**

A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of the proposal. Lists of projects are not useful. Focus on the individual's specific duties and responsibilities and how their experience is relevant to the proposed contract.

#### 5. Key Suppliers

**5. Weight: 10**

Identify the following key suppliers as well as any additional subcontractors that make up a critical part of your proposed team.

- Vehicle Elevator Provider & 3<sup>rd</sup> Party Reviewing Agency
- Propulsion Integrator
- Other key subcontractors critical to the project that will provide substantial Innovation, Risk Reduction, and Cost Savings

For the above, provide a brief description of the subcontractor's scope and experience as it relates to this project, past project experience working with your firm and how their work will be integrated into the overall project schedule and execution. Provide a basis for the contractor's selection and inclusion focusing on the benefits they provide in terms of cost, schedule, innovation, and risk mitigation.

#### 6. Past Performance

**6. Weight: 5**

Describe up to four previous projects the proposed team completed (or which are substantially complete) as they relate in size, scope, and complexity to this project. Specific examples regarding projects subject to Buy America requirements, integrated diesel-electric plants, etc. are encouraged.

For each project provide the following:

- Project name and location.
- Project Manager name.
- Project duration (from Contract Award to Completion), describe performance related to schedule, provide reasons for contract extensions (if any).
- Identify the client, including current reference contact name and phone number.
- Describe the project.
- List the firm(s) and staff involved as they relate to your proposed Project Staff.
- Provide cost performance – initial bid, contracted cost, final cost and reasons for substantial change in cost.
- Provide a brief narrative of the project successes; include innovations implemented and risks mitigated.
- Identify specific experience gained from the project that will aid your team performance of this contract.
- Describe any material changes, unresolved changes, claims, lawsuits, or litigation relating to the project.

The Contracting Agency reserves the right to investigate referenced projects, other projects that the respondent has worked on, and contact references.

## SECTION II - PREFERENCES

## 7. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

## 8. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

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

11. Weight: 0

To be granted this preference:

***Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:***

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

*Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.*

*Rating will be as follows:*

*An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.*

*No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.*

No narrative response to this criterion is required within the Offeror's Proposal.

## SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #9 and #10 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #9 and #10 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

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

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

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

### 9. Labor Billing Rates (Required Format)

12. Weight: 5

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

- |                           |  |
|---------------------------|--|
| 1. Contract Management    | (Estimated at 10% of total labor effort) |
| 2. Project Management     | (Estimated at 25% of total labor effort) |
| 3. Project Superintendent | (Estimated at 25% of total labor effort) |
| 4. Cost Estimating        | (Estimated at 25% of total labor effort) |
| 5. Scheduling             | (Estimated at 15% of total labor effort) |

\*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)*

For functions performed by more than one employee a blended rate should be provided based on anticipated effort. For functions where a rate has not been provided the highest rate provided will be applied.

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation – except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

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

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

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

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

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

Continued Next Page

**10. Total Price Proposal (Required Format)**

**13. Weight: 10**

Offerors shall state their proposed Fixed Fee Ratio, carried out to four decimal points (e.g. 0.0000%), which will be applied to all construction packages. The Fixed Fee Ratio shall include all profit and Indirect Costs. The Fixed Fee Ratio shall not change regardless of the final, negotiated amount of the GMP for Early Construction and Construction Phases.

The Fixed Fee Ratio breakdown shall show the breakdown of all components used in establishing the percentage. The intent of the Fixed Fee Ratio is to define the cost and level of effort for the CMGC to deliver the Project within the GMP. The Fixed Fee Ratio shall exclude all offeror costs for risk related to performance of the construction work. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct cost of the work.

Response will be scored as follows:

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

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

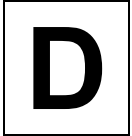
*If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.***

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum \$5,000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] ..... 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] ..... 10%

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

# Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART



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

### PROJECT

Project Numbers-State/Federal.....:	SAMHS00158; 9500153
Project Title .....	AMHS- Tustumena Replacement Vessel- CM/GC
RFP No. ....:	25224020

### OFFEROR (CONTRACTOR)

Contractor.....:	
Street.....:	
P.O. Box.....:	
City, State, Zip.....:	
Alaska Business License Number .....	
Federal Tax Identification No. ....:	
DOT&PF DBE Certification No. (if any) .....	
Individual(s) to sign contract .....	
Title(s) .....	
Type of business enterprise (check one).....:	<input type="checkbox"/> Corporation in the state of . :
	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Other(specify) .....

### PROPOSED SUBCONTRACTOR(S)

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

### CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature .....		
Name .....		Date:
Title.....:		Telephone (voice):
		(fax):
		Email Address:

## CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
  - a. Copy of the Alaska business license.
  - b. A canceled check that demonstrates payment for the Alaska business license fee.
  - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
  - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
  - e. Other forms of evidence acceptable to the Department of Law.
2. Not Used
3. Not Used
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. Not Used
6. Not Used
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. Not Used

**For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl>**

## CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

## CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

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

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**CERTIFICATION – COST AND PRICING DATA**

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable In accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm’s ownership, organization and indirect costs rates have been disclosed.

**CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT**

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

**CERTIFICATION - FOREIGN CONTRACTING**

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive or cancel the contract.

**CERTIFICATION – DBE COMMITMENT**

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

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

**CERTIFICATION – FORMER PUBLIC OFFICER**

Any proposer listing as a member of the proposer’s team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual’s proposed position.

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action, for two years after leaving state service. See AS 39.52.180(a). “Public officer” includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. “Official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

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



**Former Employee’s Certification of Eligibility  
Under the Alaska Executive Branch Ethics Act  
(AS 39.52.140, AS 39.52.180)**

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [*job title*] with the [*name of state agency and administrative unit*]. I propose to work on [*describe state contract or other matter*] on behalf of [*name of current employer*]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action (“official action” means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [*contract or matter*] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, Alaska.

\_\_\_\_\_  
[*name of former state employee*]

STATE OF ALASKA )  
 ) ss.  
\_\_\_\_\_ JUDICIAL DISTRICT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, [*name of former state employee*], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [*s*]he signed the certification as [*her or his*] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

*If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.*

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

IRIS Program No: SAMHS00158

Federal Project No: 9500153

Date Prepared: March 18, 2022

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

### ARTICLE D1 INDEMNIFICATION

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

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

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

### ARTICLE D2 INSURANCE

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

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

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

D2.1.2 Commercial General Liability Insurance: Such policy shall have *minimum* coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have *minimum* coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

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



## Appendix B

### Statement of Services

#### Tustumena Replacement Vessel - CMGC

The Department of Transportation and Public Facilities (Department or DOT&PF), and its marine division, the Alaska Marine Highway System (AMHS), is seeking a Contractor to assist in design development and subsequent construction of the Tustumena Replacement Vessel (TRV). The TRV will be a Roll-On/Roll-Off passenger vessel with a vehicle handling system (vehicle elevator) similar to the existing M/V *Tustumena* and M/V *Kennicott* that is capable of serving the Alaska Marine Highway routes between Homer, Kodiak, and the Aleutian Chain.

The procurement delivery method for the Project is the construction manager/general contractor (CMGC) method. This method, as well as the TRV Project, comprises two phases: Preconstruction Services and Construction Phase. The Department's *General Provisions for CMGC Preconstruction Services* (GPs) outline the process, terms, and conditions that apply to services rendered during the Preconstruction Phase; its *General Conditions for CMGC Construction Services* (GCs) apply to the Construction Phase.

Faithful execution of the Preconstruction Services will require that the Contractor earnestly work with the Department, its Design Consultant, and the Independent Cost Estimator (ICE) as a collaborative Project Team member. Through combined application of the respective experience, skills, and resources of the Project Team, it is the Department's expectation that the participants will promptly, efficiently, and skillfully perform the requisite preconstruction tasks, resulting in a sound Vessel design that a contractor can build on schedule and within budget during an ensuing Construction Phase.

Project information and more specifics on CMGC are available on the Project website:

[Tustumena Vessel Replacement](#)

#### **Project Information**

##### **TRV Characteristics and Capacities**

AMHS will class the TRV with the American Bureau of Shipping. As planned, the Vessel will have the following characteristics and capacities:

Length Over All (LOA)	330 Feet
Depth	24.5 Feet
Breadth Over All (BOA)	74 Feet
Design Draft	15' – 10" to 16' – 6" (End of Service Life)
Air Draft	90 Feet
Cruise/Service Speed	15 Knots
Vans & Cars	14 Vans & 23 Cars
Cars Only	55
Vehicle Loading Ability	Stern & Side (Port & Starboard), Vehicle Elevator
Vehicle Lane Length	1,220 Feet
Passengers	250 (Berths for 126)

## Appendix B

### Statement of Services

#### Vehicle Elevator

Length x Width	52'x17'
Safe Working Load	80,000 lb
Safe Working Load w/Passengers	64,000 lb
Max Number of Cars	4
Max Number of Passengers	25

#### Operational Characteristics and Classification

Vessel Type	Roll-On/Roll-Off (RO/RO) Passenger Vessel
Service Type	Domestic Only (non-SOLAS), USCG Subchapter H Service Route Type Oceans (No more than 50 nautical miles from shore)
Range/Endurance	4,000 nm (20 days)

#### Project Goals

The Department has identified the following Project goals:

- Engaging the services of a capable, efficient, and earnest Contractor that will provide quality Preconstruction Services in a responsive and timely manner
- Expeditiously design and construct the Vessel that possesses sound features/attributes, including:
  - Increases service reliability, reduces in-port turnaround time, and increases passenger and vehicle capacity.
  - Possesses a vehicle elevator lift that will reliably meet the challenges of the variable locations that the TRV must serve.
  - Meets all regulations at time of delivery.
  - Provides the Department and people of Alaska with a fully functional Vessel that effectively and efficiently serves the communities of Homer, Kodiak and the Aleutian Chain for the next 60 years
- Identification of construction risks and develop innovative, cost-effective mitigations.
- Identification of regulatory risks and develop innovative mitigations.
- Start construction as soon as practicable while ensuring regulatory compliance and sufficient design readiness for efficient construction.

#### Contractor Goals

Presently, the Department has identified the following Contractor goals for this Project:

- Provide solutions to achieve Project goals that balance capital cost, long term operating cost, and functionality.
- Identify, mitigate, and minimize risk.

## Appendix B

### Statement of Services

- Identify ways to proactively reduce or eliminate construction risks, reduce construction timeline, reduce change orders, and claims.
- Support innovation.
- Improve design constructability.
- Control overall vessel weight in support of Service Life considerations
- Optimize the Project Schedule.
- Share and transfer knowledge in support of understanding and implementing best practices for vessel constructability.
- Build a professional and collaborative Project Team that will see the Project through to completion.
- Fulfill all other Preconstruction Service requirements in a skilled, responsive, and timely manner.

#### **Anticipated Schedule**

The Project will consist of two phases:

- Preconstruction Phase.
- Construction Phase.

The Department's anticipated schedule is as follows:

- Preconstruction Phase. Jun 2022 through Apr 2023
  - Notice to Proceed Jun 2022
  - 35% Milestone Aug 2022
  - 60% Milestone Dec 2022
  - 80% Milestone Mar 2023
  - Negotiate GMP Apr 2023
- Construction Phase. May 2023 through Sep 2025
  - Notice to Proceed May 2023
  - Substantial Completion Jul 2025
  - Delivery Aug 2025

Construction Phase schedule to be developed and refined with input from the Contractor during Phase 1.

#### **Scope of Work:**

##### **A. Preconstruction Phase**

The current draft scope of work reflects an approach based on the known Project goals and risks. One selection factor used in determining the successful Offeror will be its ability to

## Appendix B

### Statement of Services

analyze Project goals, evaluate work elements and formulate a sound proposal that it can and will faithfully execute. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including the Department, Consultants, the selected Contractor, and stakeholders.

The Contractor will earnestly engage with the Design Consultant, the Independent Cost Estimator (ICE), and the Department as a member of the collaborative Project Team. The Contractor will provide input on schedule, phasing, constructability, risk, and cost throughout the Preconstruction Phase of the Project.

The Department's *General Provisions for CMGC Preconstruction Services* identify Contractor's tasks during the Preconstruction Phase in detail and the Department strongly encourages interested parties to review the GPs when preparing their proposals. However, for present purposes, the Department will highlight a number of the principal preconstruction tasks:

#### **Design-Related Preconstruction Services (GP §3.3)**

- Thoroughly review all specifications, drawings, reports, and other necessary Project documentation to provide design validation from a construction expertise perspective;
- Identify and procure subcontracted services of Key Vendors for the design and engineering support on the following systems:
  - Vehicle Elevator;
  - Propulsion Integrator;
- Provide constructability input on all facets of the Project;
- Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, innovation, value and quality;
- Provide written reviews or reports and details/mark-ups of the Project drawings and specification packages at Project Milestones. Comments should be related to constructability; clarifications; drawing and specification errors, omissions, or conflicts; effect on schedule; effect on cost; risk identification; or value engineering suggestions/recommendations.

#### **Weight Estimating (GP §3.4)**

- Develop a weight control plan for the construction phase
- Provide a weight estimate of vessel lightship at Milestones based on available technical drawings, data, and other information.

#### **Cost Estimating (GP §3.5)**

- Provide construction cost estimates at Milestones, which includes the following tasks:
  - Develop Cost Model that is compatible with the Department's cost estimating, standards, and specifications;

## **Appendix B**

### **Statement of Services**

- Submit cost estimate, or Opinion of Probable Construction Cost (OPCC), at prescribed Milestones for review/reconciliation;
- At the end of the Preconstruction Phase - and relying on preceding iterative OPCC process - formulate and submit Guaranteed Maximum Price (GMP) proposal for performance of the Construction Services Contract.
  - Engage in any necessary review/reconciliation/negotiation with the ICE/Department

#### **Scheduling (GP §3.6)**

- Prepare cost-loaded, CPM project schedule for Construction Phase;
  - Continually update, compare, and validate construction schedules with ICE.

#### **Risk-Related Preconstruction Services (GP §3.7)**

- Lead quantitative and qualitative risk management discussions with the Project Team to identify risks, develop mitigation strategies, and assign risk responsibility;
- Set risk meeting frequency and prepare and update the Project Risk Register;
- Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments

#### **Procurement (GP §3.8)**

- Advise & assist Department regarding long-lead items;
- Provide real-time cost pricing;
- Review & advise regarding bid documents & competitive bidding procedures for subcontracts;
- Develop purchase technical specifications;
- Ensure compliance with Buy America Act.

#### **Meetings**

- Staff all Project Team meetings with appropriate personnel;
- Attend and constructively engage in all Project meetings
- Project meetings will occur as follows:
  - Weekly Progress meetings, ~1 – 2 hours, by video conference
  - Monthly Progress meetings (in lieu of weekly), ~2 – 3 hours, by video conference
  - Milestone Meetings, minimum of 8 hours, in person at a location agreeable all parties.
  - GMP Negotiations, minimum of 8 hours, in person at the Department's offices.



## Appendix B

### Statement of Services

#### **B. Construction Phase**

Assuming the Department and the Contractor have come to terms regarding the GMP and have entered a Construction Services Contract, the Contractor will construct the Vessel within the agreed upon Project Schedule and GMP, and in accordance with the *General Conditions for CMGC Construction Services* and Contract Documents. The Department will administer the Construction Services Contract in a manner generally consistent with a design-bid-build project. See GCs for further details.