

Addendum Cover Page

Proposal Descr: Ketchikan Wolfe Point Slope Stability Improvements – CMGC Services

Program Number: SFHWY00432

Addendum No.: 01

Federal Number: 0092032

Date Issued: July 22, 2022

Letting Date/Time: 08/12/2022 4:00 pm

Number of Pages: 26

Previous Addenda Issued:
None

Issuing Officer: D. Lance Mearig, P.E. - Southcoast
Region Director

Email: srdotpfcontracts@alaska.gov

Address: Department of Transportation &
Public Facilities
6860 Glacier Highway
Juneau, AK, 99801

Bidders are required to acknowledge receipt of this addendum prior to the hour and date set for the bid letting by one of the following methods:

- (a) By acknowledging receipt of this addendum on the bid submitted.
- (b) By fax or email, listed above, which includes a reference to the project and addendum number.

The bid documents require acknowledgement individually of all addenda to the drawings and/or specifications. This is a mandatory requirement and any bid received without acknowledgement of receipt of addenda may be classified as not being a responsive bid. If, by virtue of this addendum it is desired to modify a bid already submitted, such modification may be made by fax or email, provided such a fax or email, makes reference to this addendum and is received prior to the opening hour and date specified above. In the event of a bid delay, bidders submitting an electronic bid that have already submitted their bid prior to the bid delay must resubmit their bid utilizing all Bid Forms EBSX Files or their bid will not be received.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation

and Public Facilities

SOUTHCOAST REGION
Contracts Office

6860 Glacier Highway
P.O. Box 112506
Juneau, Alaska 99801-2506
Main: (907) 465-4420
Toll free: (800) 575-4540
Fax: (907) 465-4238
TTY-TDD: (800) 770-8973

July 22, 2022

RE: ADDENDUM NO. 1 TO REQUEST
FOR PROPOSALS (RFP) PACKAGE:

RFP No. 25233002
SFHWY00432; Ketchikan Wolfe Point Slope Stability Improvements- CMGC

FAX TO: All RFP recipients on record.

The RFP Package is hereby clarified or changed as follows:

1. The proposal due date has changed to August 12, 2022.
2. The RFP Package (Part A) has been revised in its entirety. Part A now reflects:

Questions and answer procedures which will be conducted through the Department's BidX program.

Part A has been modified as follows:

- Missing information in the previous posting (Articles 15.4 through 15.11) have been added.
 - Acknowledgement of Addenda procedures.
 - Provisions for electronic submittal of RFP response.
3. The RFP Package (Part D) has been modified as follows:
 - Acknowledgment of Addenda procedures added.

All other terms and conditions remain the same. END OF

ADDENDUM

We appreciate your participation in this solicitation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Verrelli".

Eric Verrelli
Chief of Contracts

“Keep Alaska Moving through service and infrastructure.”



Alaska Department of Transportation & Public Facilities

REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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 Certification of Eligibility (Ethics Act)
 Form 25A257, Pre-Audit Statement
 Form 25A269, Indemnification & Insurance

Proposed Statement of Services

Other: Additional information may be available for review on the DOT&PF Website:

<http://www.dot.state.ak.us/rfpmgr/lq.cfm>

ISSUING OFFICE

Agency Contact & Phone No.....: Eric Verrelli, Chief of Contracts, (907) 465-4420
 Contracting Division: State of Alaska, Department of Transportation and Public Facilities,
 Southcoast Region, Design and Engineering Services

PROJECT

RFP NUMBER: **25233002**
Project Numbers-State/Federal.....: **SFHWHY00432 / 0092032**
Project Site (City, Village, etc.).....: **Ketchikan**
Project Title & Contract Description: **Ketchikan Wolfe Point Slope Stability Improvement- CMGC Services.**
To provide Stage 1 - Preconstruction Services and Stage 2 - Construction as stipulated in the attached Proposed Statement of Services, Appendix B.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: Stage 1: August 15, 2022 to October 2022.

Estimated amount of Stage 1- Preconstruction Services- proposed contract:

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

Proposed Method(s) of Payment:

☐ Fixed Price Plus Expenses (FPPE) ☐ Firm Fixed Price (FFP) ☐ Cost Plus Fixed Fee (CPFF)

Anticipated period for performance Stage 2: TBD through December 31, 2023

Estimated amount of Stage 2- Construction Services- 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 ☐ \$20,000,000 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: **August 12, 2022**

PREVAILING TIME: **4:00 PM**

TO SUBMIT PROPOSALS ELECTRONICALLY:

*Email to rdotpfcontracts@alaska.gov and eric.verrelli@alaska.gov.

*Received files will not be opened until after the submittal deadline passes.

TO HAND DELIVER PROPOSALS TO:

ATTN: Eric Verrelli
 Chief of Contracts
 Department of Transportation and Public Facilities
 6860 Glacier Highway
 Juneau, AK 99801-7999

*If you have questions regarding submitting proposals, email or call Eric Verrelli at (907) 465-4420.

*When submitting proposals, please identify the project title and RFP number in the subject line of your email, or the outer envelope of the submittal package.

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the planholders 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

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

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

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

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

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

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

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

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

9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA)) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

- 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).

- 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.

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

PART**A**

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

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

12. Professional Liability Insurance for the proposed contract: ☒ is not required
☐ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☒ will ☐ will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

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

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

15. Special Notices:

- 15.1. Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.
- 15.2. Effective May 8, 2015, Based on approval from the US Department of Transportation, the Department of Transportation and Public Facilities is now implementing a Race-Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. The Race-Neutral DBE program applies to all Federal Aid projects statewide with the exception of FAA funded projects within the Northern Region, which remain under a Race-Conscious DBE program. Although the Race-Neutral program does not establish or require specific DBE Utilization Goals for individual projects, 49 CFR does establish that it is the bidder's responsibility to make a portion of the work available to DBEs and to select those portions of the work or material needs consistent with the availability of DBEs to facilitate DBE participation. If the Department, in collaboration with our contractors, does not meet the overall program goal of 8.46% DBE Utilization and cannot demonstrate Good Faith Effort (GFE) to meet the program goal, the program may be modified to a Race-Conscious program established on all Federal-Aid construction related professional services RFP's statewide. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850.
- 15.3. **FOR THIS RFP SOLICITATION ONLY:** Questions from Offerors on this RFP and associated Department responses will be published as information to RFP Holders during the solicitation:
 - All questions must be submitted in writing in sufficient time to receive a reply prior to submitting a proposal.
 - Questions must be submitted in BidX.
 - Questions raised by individuals will receive an individual response as the answer becomes available.
 - At increments of time determined by the Department, all questions and answers on the RFP will be published as Information to RFP Holders and as such is not contractual. The questions and answers may or may not be published in conjunction with an addendum to the RFP.
 - Only questions and answers will be published and will not include contractor name or contact information.

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. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Prices are an evaluation criteria for the proposed CMGC project. Offerors must submit Billing Rates and Construction Fee Proposals as described in Criteria #8 and/or #9
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Ten (10)**. 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).
- [] 12. Provide a letter from a surety company authorized to do business in the State of Alaska as an insurer under AS 21.09 indicating that the Contractor is capable of obtaining Payment and Performance Bonds for at least **\$10,000,000**. **Letters indicating unlimited bonding/security capability are not acceptable.**

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

1. Weight: 30

Briefly describe your understanding of the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. List any assumptions you made in preparing Criteria Responses. Outline the methods for accomplishing the proposed contract during Stage 1 (Preconstruction Services) and Stage 2 (Construction Services) or, if methodology is contained in the proposed Statement of Services, address its adequacy.

Preconstruction Services To help the Department understand the means and methods you will use to support the design development and decision-making process, please describe your ability to:

- Communicate work sequencing.
- Review designs for constructability, value engineering and environmental permitting.
- Collaborate on improving quality, reducing errors, and providing best value
- Submit cost estimates at required milestones and GMP Negotiations
- Bring unique resources and capabilities such as experience drilling, blasting and rock slope excavation and remediation construction to the preconstruction process.

List Subcontractors or other key team members, including suppliers, you will rely on for preconstruction support.

Construction Services To help the Department understand the means and methods you will use to support the construction and decision-making process, please describe your approach to:

- Understanding and experience of drilling, blasting and rock slope excavation.
- Project Work Sequencing and traffic control.
- Subcontractor and vendor management
- Change Order management
- Estimating cost and schedule impacts

Also, please describe unique resources and capabilities that your company will bring to construction.

2. Risk Management

2. Weight: 15

Risk management in the CMGC process is managed through the development of a contingency and close collaboration between the Department (design and construction administration), the Contractor and others. Please address the following:

- Explain how you will proactively identify areas of risk
- Describe your approach to
 - Estimating cost and schedule impacts associated with identified risks
 - Communicating risk to the Department
 - Leveraging your processes and experience to mitigate identified risks.

3. Management

3. Weight: 15

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

- Delineate clear lines of separation between management staff who are leading, managing or otherwise engaged directly on this CMGC effort from those individuals in the same company who may be engaged with the negotiation and execution of ROW agreements associated with adjacent private properties impacted by this project.

PART**C****4. Key Personnel****4. Weight: 15**

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

- Three (3) professional references (contact persons and telephone numbers).
- Their role and responsibilities on this project.
- Their specific qualifications and substantive experience directly related to this contract.
- Their professional discipline or job classification, and 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.
- An estimate of the time each will be committed to the project during each phase, for example, 50-75% during preconstruction, 25% during construction.

Individuals to be identified (a key individual may accomplish multiple functions):

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

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

5. Past Performance**5. Weight: 10**

Briefly describe up to three (3) previous projects the proposed project team completed (or which are substantially complete) as they relate to the size and scope to this project. Provide the following for each project:

- Project name and location
- Project Manager name
- Project duration (dates of Contract Award and Completion)
- Owner name, with a current reference contact name and phone number
- Project scope
- A list of firm(s) and staff involved as they relate to your Key Personnel
- Provide cost performance – initial bid, awarded cost, final cost, and reasons for substantial change in cost
- Schedule performance – reasons for contract extensions (if any)
- Provide a brief narrative of the successes of the projects; include innovations implemented and risks mitigated
- Identify specific experience gained from the described project that will help your team perform this contract

Continued Next Page

- 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

PART

C

6. Disadvantaged Business Enterprises

6. Weight: 0

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations (Non-Specified DBE Goal). Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0). While there is no weight for this criterion, the Department encourages contractors to utilize DBEs in all Federal-Aid projects to ensure the Department meets its overall 8.46% DBE utilization program goal to maintain Race-Neutral status (see note 15.2 rfp part a).

7. Alaska Bidder (Offeror) Preference 49 CFR 18.36(c)(2) & 2 AAC 12.260(e) Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

7. Weight: 0

To be granted this preference:

1) Response must certify that Offeror meets 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 32.05, 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).

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

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

An Alaska Offeror's preference (i.e. a Rating of 5) will be assigned to the proposal of an Offeror who qualifies as an Alaska bidder using the criteria in 1), above.

No Alaska Offeror's preference (i.e. a Rating of 0) will be assigned to the proposal of an Offeror who does not certify that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

SECTION III - PRICE

C

The sum of weights for Criterion #8 and #9 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s). Responses to these criteria will not count against the proposal page limit.

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

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

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

8. Labor Billing Rates (Required Format)**8. Weight: 5**

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

- | | |
|---------------------------|--|
| 1. Contract Management | (Estimated at 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)

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)

Continued Next Page

9. Construction Fee Proposal (Required Format)**9. Weight: 10**

Provide a separate price proposal for the fee portion of Stage 2 - Construction.

- Fee must be expressed as a percentage and consists of overhead, profit, and any other applicable indirect costs. Profit does not need to be identified separately; all three components should be combined to form a single percentage fee.
- This fee will be applied to all work directly performed by the prime contractor. The prime contractor will be permitted to a 5% fee (not the proposed fee) for subcontractor work or subcontractor-supplied materials.
- Joint ventures or prime/subcontractor partnerships identified as the proposal team will be treated as one entity and entitled to the proposed fee.

Response will be scored as follows:

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

$$*\text{MPP} = \text{Maximum Possible Points} = (5) \times (\text{Number of Evaluators}) \times (\text{Weight})$$

Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART

D

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

PROJECT

Project Numbers-State/Federal.....: **SFHwy00432/0092032**
 Project Title: **Ketchikan Wolfe Point Slope Stability Improvement- CMGC Services**
 RFP No.: **25233002**

OFFEROR (CONTRACTOR)

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

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):
 [] Alaska Bidder (Offeror) **AND>>** [] Veterans **AND>>** [] Employment Program or [] Disabled Persons

PROPOSED SUBCONTRACTOR(S)

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

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the RFP (give number and date of each).

<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</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/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

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

PART**D****CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS**

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **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.

Provide a letter from a surety company authorized to do business in the State of Alaska as an insurer under AS 21.09 indicating that the Contractor is capable of obtaining Payment and Performance Bonds for at least \$10,000,000. Letters indicating unlimited bonding/security capability are not acceptable.

Performance and Payment Bonds will be required when the Stage 2- Construction contract is awarded. The final value of the bonds will be equal to the negotiated amount of the construction contract.

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.

PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

1. Identify your financial year including beginning and ending dates:
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:

Fringe Benefits	\$
General & Administrative Expenses	\$
Sum	\$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a)Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
 [] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
 [] Yes [] No

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

CERTIFICATION

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

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

Office Address for which this Submittal is made:

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

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

COST TERMINOLOGY

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

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

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

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

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

Vacation Time and Authorized Leave
Social Security and Unemployment Taxes
Group Medical Plan and Life Insurance Premiums

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

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

Office Supplies
Communications
Reproduction Costs
Recruiting Expense
Rentals of Equipment/Computers

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

Alcoholic Beverages
Advertising
Interest and Other Financial Costs
Contributions and Donations
Federal Income Taxes
Goodwill

Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

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

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No: SFHWY00432
Federal Project No: 0092032
Date Prepared: 05/09/2019

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

ARTICLE D1 INDEMNIFICATION

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

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

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

ARTICLE D2 INSURANCE

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

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

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

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

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

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

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$500,000

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

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

CONTRACTOR RELATED MODIFICATIONS

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

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

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

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

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

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

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

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

CONTRACTING OFFICER

Signature: _____ Date: _____
 Name: _____
 Title: _____

PROPOSED STATEMENT OF SERVICES

APPENDIX B

Program No:	SFWY00432
Date Prepared:	7/15/2023
RFP No.:	25233002

RFP No. 25233002

KTN Wolfe Point Slope Stability Improvements – CMGC

The State of Alaska Department of Transportation and Public Facilities, Southcoast Region (DEPARTMENT) is seeking a construction contractor to assist in design development and subsequent physical construction of the KTN Wolfe Point Slope Stability project. This is a Federal aid funded project. Estimated construction cost is on the order of \$3.5 million.

The procurement delivery method for the Project is the construction manager/general contractor (CMGC) method. This method comprises two phases: Preconstruction Services and Construction Phase.

Faithful execution of the Preconstruction Services will require that the Contractor earnestly work with the Department 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 design that a contractor can build on schedule and within budget during an ensuing Construction Phase.

General

The project encompasses construction slope stability improvements to an existing rock slope located in the vicinity of Wolf Point sited to the north of the Airport Ferry terminal along the east side North Tongass Highway. This is an FWHA funded project.

The purpose of this project is to stabilize the existing deteriorated rock slope and provide long-term roadside safety along North Tongass Highway. The proposed project includes the following items of work (reference Attachments A, B and C):

- Clearing, drilling, controlled blasting and excavation of approximately 35,000 cubic yards of rock and overburden materials.
- Installation of rock bolts.
- Installation of water drain holes.

The project is being developed by - DOT&PF Southcoast Region.

Engineering Design – Landslide Technology, Inc.

Environmental, utility relocation, and right-of-way acquisition – DOT&PF Southcoast Region

Independent cost estimating (ICE) – Michael Baker International, Inc.

Project Goals

The DEPARTMENT has identified the following Project goals:

- Engaging the services of a capable, efficient, and earnest Contractor with experience and capabilities in marine construction methods that will provide quality Preconstruction and Construction services in a responsive and timely manner.
- Identification of construction risks and develop innovative, cost-effective mitigations.
- Identification and review of regulatory permit risks and develop innovative mitigations.
- Start construction as soon as practicable while ensuring regulatory compliance and sufficient design readiness for efficient construction. A primary goal is to have the improvements completed by spring, 2023.

Contractor Goals

The Department has identified the following Contractor goals for this Project:

- Understanding and experience in drilling, blasting and excavation of steep, rugged terrain and rock materials in urban and high volume traffic areas.

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- Provide solutions to achieve Project goals that balance capital cost, long term operation and maintenance cost, and functionality.
- Identify ways to proactively reduce or eliminate construction risks, reduce construction timeline, reduce change orders, and claims.
- Support innovation.
- Identify required rights of way needs.
- Improve design constructability.
- Optimize the Project Schedule. This may include early work packages for the advance procurement of materials or initiation of early site work activities pursuant to limitations of environmental permits and funding availability from the Department's federal aid process.
- 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.

Project Information

This project has unique circumstances including drilling, blasting and excavation of a substantial quantity of rock materials sited immediately next to a busy arterial roadway which must maintain through-traffic. Preliminary design efforts (plan development) are well underway by the Department. The Contractors expertise during the project development (final design) stage is needed in the following areas:

- Access to the upper portion of the work is through existing private properties and construction access (ROW) has yet to be initiated or secured by the Department. This private property is also an active commercial quarry site. The Contractors input during final design development is vital to establishing the necessary ROW limits for permanent and temporary construction easements and/or acquisitions. All ROW work will be performed by the Department and must be accomplished in accordance with Federal procedures.
- Pioneering/access blasting to facilitate construction of final cut faces. Maximum cut height is 30-feet. Shorter lifts may be required in the upper slope areas to provide equipment access and adequate working benches.
- There is expected to be a near horizontal cut at the top of the excavation to mitigate rockfall concerns and reduce excavation volume.
- Contractor input on the minimum width of remnant construction benches for 0.5:1 slope angles, benches and mucking benches of excavation.
- Contractor input on the eastern limits of the back cut face and the horizontal distance needed between its final position and the minimum limits of any future quarrying activity within the adjacent private property.
- Traffic control and vehicle and pedestrian safety will be paramount during the execution of this project. Tongass Highway is a busy corridor and is the only roadway link between North and South Tongass developed areas. Unique, temporary protective measures such as barriers may be needed for protection of the existing roadway traffic and nearby properties and facilities.
- Contractor must have the appropriate expertise either internally or through subconsultant services for design and control of blasting means and methods.

Anticipated Schedule

This contract will consist of two parts: Stage 1 - Preconstruction Design Services, and Stage 2 - Construction.

The DEPARTMENT's anticipated schedule is as follows:

Notice to Proceed (NTP) for CMGC Project Stage 1	August 15, 2022
Preliminary Design (25% or better) / Local Review	August 20, 2022
Environmental Document	October 15, 2022
Combined PIH/PSE Review	November 1, 2022
Final PS&E (Construction Documents)	December 1, 2022
Conclude Final Construction Cost	December 31, 2022
Final Environmental Permits	January 15, 2022
NTP for CMGC Project Stage 2	January 15, 2022
Substantial Completion	May 1, 2023
Final Completion	June 1, 2023

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Schedule Notes: Actual dates may vary and or otherwise be negotiated and adjustments can be expected. Substantial Completion is considered the point in the project where impacts to the roadway are relatively minimal, i.e. the goal of this project is to complete most major work items that impact traffic or require lane closures to be completed prior to tourist season.

It is the Department's goal to accelerate all aspects of this project towards physical construction efforts and/or advance procurement of materials subject to federal funding limitations. Note that the Environmental Document and conclusion of the Combined PIH/PSE Review milestones will be needed prior to execution of any early construction work packages that utilize federal aid funds.

It is expected that the Contractor will work closely with the Department as the design and permitting process progresses including over the shoulder reviews, assistance with preliminary cost estimates and optimizing the project design features to meet schedule and budget.

Technical and Administrative Information. This Project will be designed and constructed using the DEPARTMENT'S most current design reference materials and manuals, standard specifications including standard modifications and special provisions, and standard drawings. The DEPARTMENT's current adopted design manuals and standard specifications for highway construction are available at <http://www.dot.state.ak.us/stwddes/dcsaboutus/>.

For offerors proposing partnerships as a prime/subcontractor(s) relationship, the DEPARTMENT will evaluate and (if selected), treat the proposed partnership as one entity, similar to a joint venture. The team will be evaluated collectively according to all the criteria in Part C of this RFP.

Project Staff. All services must be performed by or under the direct supervision of the following individuals. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the Project Staff named in the Contractors response:

<u>Name</u>	<u>Project Responsibilities</u>
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(List key individuals and their project assignments including blasting expertise.)

Professional Registration. Not applicable.

Attachments:

- A. Aerial Site Plan and Project Limits
- B. Typical Excavation Cross Section
- C. Typical Excavation Cross Sections for Project
- D. Site Photographs