

### **Alaska Department of Transportation & Public Facilities**

## REQUEST FOR PROPOSALS PACKAGE





**PART** 

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Other: Additional information may be available for

review on the DOT&PF Website:

http://www.dot.state.ak.us/rfpmgr/lg.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 ...... 25233006 Project Numbers-State/Federal..... : SFAPT00362 / TBD

Project Site (City, Village, etc.)..... King Salmon

Project Title & Contract Description ......: King Salmon Airport RWY 18-36 & GA Apron Pavement Rehab- Design

**Services** 

This Request for Proposals (RFPs) is to solicit design and engineering services for the King Salmon Airport RWY 18-36 &GA Apron Pavement Rehab project. The consultant selected will provide lead airport engineering services (civil, electrical, surveying, environmental services) as the engineer of record in responsible charge to develop plans, specifications, estimate, and supporting documents.

#### SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: November 1, 2022 to December 31, 2024					
Estimated amount of proposed contract:  Less than \$200,000 \$250,000 to \$500,000		\$200,000 to \$250,000 \$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) Other:		Cost Plus Fixed Fee (CPFF)	

#### 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: October 07, 2022 PREVAILING TIME: 4:00 PM

HAND DELIVER PROPOSALS TO:

ATTN: Eric Verrelli **Chief of Contracts** 

Department of Transportation and Public Facilities

6860 Glacier Highway Juneau, AK 99801-7999 Email to srdotpfcontracts@alaska.gov and eric.verrelli@alaska.gov

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

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.

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

<sup>\*</sup>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

#### 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.

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 Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcorsolicitations 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 bus in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall he valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business Licens be found on-line at <a href="https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx">https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx</a> or by calling 1-907 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, adop Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral program applies to federally-funded construction-related professional services solicitations, with the exception of funded projects located within the boundaries of the Department's Northern Region, which remain under a F Conscious DBE program. The Department encourages contractors to utilize DBEs in all Federal-aid projects to ethe Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral proglif you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Offi (907) 269-0851 or refer to their website <a href="http://www.dot.alaska.gov/cv/trts/index.shtml">http://www.dot.alaska.gov/cv/trts/index.shtml</a> .  15.3 In light of the current health situation, the Department will accept an electronic (email) submissic proposals for this solicitation. Proposals should be submitted to <a href="mailto:srdotpfcontracts@alaska.gov">srdotpfcontracts@alaska.gov</a> prior to the and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their prop Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in si				

#### SUBMITTAL CHECKLIST



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. <b>Note:</b> 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. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
		If Price is a Criterion, prepare <i>Billing Rates and/or Price Proposals</i> as described in Criteria #12 and/or #13.
[	]	7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
[	]	8. Attach Criteria Responses ( <b>except any Billing Rates or Price Proposals</b> ) to Part D - Proposal Form. The maximum number of attached pages ( <b>each printed side equals one page</b> ) for Criteria Responses shall not exceed: <b>Five (5)</b> . 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.

CHECKLIST IS CONTINUED NEXT PAGE

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

**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

multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

submittal and affect scoring for "Quality of Proposal."

		В
[	]	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 <i>except Billing Rates, Price Proposals</i> – 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. <b>CAUTION</b> : Failure to comply with this instruction will negatively influence evaluation of Submittal.
[	]	10.2 Number of copies of Part D ( <i>all pages</i> ) and Criteria Responses ( <i>except Billing Rates, and Price Proposals</i> ) required is: <b>One (1)</b>
[	]	10.3 If <i>Billing Rates and/or Price Proposals</i> are required, <i>one copy</i> bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a <i>Billing Rates or Price Proposal</i> and the names of the Project and Offeror. Each <i>Billing Rates or Price Proposal</i> 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 <b>not</b> be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
[	]	10.6 <b>CAUTION:</b> 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 <i>submittals in one sealed package</i> to the location and before the submittal deadline cited in Part A - RFP. <i>Mark the outside of the package</i> 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. Objectives and Services

1. Weight: 15

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

#### 2. Methods

2. Weight: 20

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

#### 3. Management

3. Weight: 15

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office* 2, and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

#### 4. Proposed Project Staff

4. Weight: 20

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

- 1. Contract Management (contract compliance)
- 2. Project Management (single point-of-contact directly engaged in contract performance)
- 3. Senior Engineer
- 4. Project Engineer(s) (may involve multiple personnel based on registration)
- 5. Technical Specialists (e.g., environmental; archaeological; land surveying)

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

Continued Next Page

<sup>1</sup> Delete sentence beginning with "Address how proximity. ..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.

<sup>2</sup> Delete sentence beginning with "Accordingly, your response..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.



Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract.** A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

#### 5. Workload and Resources

5. Weight: 10

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

#### 6. Past Performance & Quality Control

6. Weight: 15

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

#### 7. Quality of Proposal

7. Weight: 5

**Offerors do not respond to this criterion.** Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.



8. Weight: 0

9. Weight: 0

#### **SECTION II - PREFERENCES**



#### 10. 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.

11. 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".

To be granted this preference:

11. Weight: 0

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 <u>not</u> an Evaluation Criterion, weights for <u>both</u> Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

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

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

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and 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.

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

12. Weight: 0

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

<ol> <li>Contract Management</li> <li>Project Management</li> <li>(Estimated at Estimated at Esti</li></ol>	<ul><li>% of total labor effort)</li><li>% of total labor effort)</li><li>% of total labor effort)</li><li>% of total labor effort)</li><li>% of total labor effort)</li></ul>
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\*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.

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

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

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

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

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



13. T	otal Price	Proposal	(Required	<b>Format</b>
-------	------------	----------	-----------	---------------

13. Weight: 0

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES

	next lower tier subcontracts mus gher tier contractor so that the p					al for the
1.	Show project title, project number, and Offeror or Subcontractor Name.					
2.	Direct Costs of Direct Labor Show the estimated costs for each headings. Names required only must not include Indirect Co.	ach job classification of empl / for key staff and/or persons				
	Job Classification	<u>Name</u>	<u>Total Hours</u>	Rate(\$/hr)	Proposed (	Costs (\$)
				Total	DCDL: \$	
3.	Indirect Costs (IDC) These costs include what are indirect costs of Indirect Labor the product (IDC Amount) of t	r). Show the Proposed IDC F	Rate as a percentage			
			IDC Rate:	% IDC <i>F</i>	Amount: \$	
4.	Other Direct Costs (ODC) These costs include: subcontransportation, food and lodgin following headings. If multiple Costs must be based on actualtem	ng, reproduction) – if not inc is of an item required, list the al costs to the offeror or the	cluded in Indirect Cos ne proposed quantity ne subcontractor, wi	sts. List propo , unit rate, an	osed costs und total cost for other in	inder the for each. <i>markup</i> .
				Tota	al ODC: \$	
5.	Total Proposed Cost Sum of DCDL + IDC + ODC				al Cost: \$	
6.	Proposed Fee List a proposed amount (Contra	act Fee is generally negotial	ed using a structured	-		•
7.	Total Proposed Price			Propos	ed Fee: \$	
	Sum of Total Proposed Cost pl	us Proposed FEE.		Tota	al Price: \$	
8.	In accordance with the Submit person who prepares it (may b			must be sign	ed and date	ed by the
Respons	se will be scored as follows:	(Lowest Total Proposed Pric (Offeror's Total Proposed Price)		ion Score		
* <i>MPP</i>	= Maximum Possible Points = (5)	x (Number of Evaluators) x (We	eight)			
	deral funding, then per AS 36.30.2 ages when the prices are from Offer			lculation by th	e following a	pplicable
	SKA BIDDER (OFFEROR) PREFE					
- ALAS	SKA VETERAN-OWNED BUSINE	SS PREFERENCE [AS 36.30 and only ONE of the		υυυ)	5%	
	LOYMENT PROGRAM PREFERE BLED SOLE PROPRIETOR [AS 3	ENCE [AS 36.30.321(b)]				

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	SFAPT00362/TBD	
		3-36 & GA Apron Pavement Rehab- Design
Services		-
REP No	OFFEROR (CONTRACTOR)	
	'	
Contractor	<b>:</b>	
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).		
[ ] Individual [ ] Partnership	[ ] Other(specify)	:
VI VČKV ŠTVII	ITORY PREFERENCES (IF NO FE	DEDAL ELINDING)
		,
Check the applicable preferences that yo Alaska Bidder (Offeror) AND>>		
` ' '		
	PROPOSED SUBCONTRACTOR(S	,
Service, Equipment, etc. Subcontra	actor & Office Location	AK Business DOT&PF DBE
		<u>License No.</u> <u>Certification No.</u>
	ACKNOWLEDGEMENT	
Addenda Date Issued	Addenda Date Issued	Addenda Date Issued
<del></del>	<del></del>	<del></del>
	<del></del>	
	CERTIFICATIONS	
Leavis with at Laws a duly outhorized representation		
		curately represents capabilities of the Contractor and 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
		mer Public Officer – will be complied with in full. These
		osed contract is awarded. Failure to comply with these rentity identified in this proposal to furnish information
deemed necessary to verify the reputation and capa		
Signature:		
Name:		Date:
Title::	Telephone	
		(fax):
	Email A	Address:

#### **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. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
- 3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).
- 4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 Alaska Corporations Code).
- 5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
- 6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
- 7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
- 8. Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

For information about licensing, Offerors may contact the Alaska Department of Commerce, 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, <u>and</u> 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.

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 <u>with required attachments</u>, **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.		your actual costs, by the following categories, for your n the reverse.	nost recently ended fiscal year. Cost Terminology is defined
	2a.	Direct Labor	\$
	2b.	Attach a Trial Balance with grouping of accounts used Fringe Benefits	\$
		Sum	\$
	2c.	Indirect Cost Rate (Sum of 2b / 2a)	Percent (%):
3.	If yo	our 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		
	1	If you have questions concerning this document, p	ease telephone our Auditors at (907) 269-0715.
		CERTIFICA	ATION
		hat I am a duly authorized representative of the Contract of accurately represent financial records of the office list	ctor and that information and materials enclosed within this red below.
	_	gnature: Name: Title: ntractor:	Date: Telephone: Fax: Email:
	P.	ddress for which this Submittal is made:  Street: O. Box:	Address where Accounting Records are maintained, if not at Office Address: : :
City	, Sia	ate, Zip:	•

#### **COST TERMINOLOGY**

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

<u>OTHER DIRECT COSTS</u> - 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.

<u>INDIRECT COSTS</u> - 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

<u>UN-ALLOWABLE COSTS</u> - 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:SFAPT00362 Federal Project No: TBD Date Prepared: 09/15/2022

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 "CONTRACTOR" comparative fault basis. "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 reperformance 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 <u>Commercial General Liability Insurance</u>: 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 <u>Comprehensive Automobile Liability Insurance</u>: 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 <u>Professional Liability (E&O) Insurance</u>: 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 Combined Single Limit, Per

Amount Occurrence & Annual Aggregate
Under \$25,000 As Available

\$25,000 to \$100,000 \$300,000 \$100,000 to \$499,999 \$500,000 \$500,000 to \$999,000 \$1,000,000 \$1,000,000 and over Negotiable D2.1.5 Professional Liability Insurance required for this
Agreement is \$1,000,000

## 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		<b>Workers Compensation Insurance</b> 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		<b>Comprehensive or Commercial General Liability Insurance</b> 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		<b>Comprehensive Automobile Liability Insurance</b> 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
		n 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. O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)
D3.4		<b>Professional Liability (E&amp;O) Insurance</b> 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		<b>Professional Liability (E&amp;O) Insurance</b> is not required because this Agreement is for one of the following applicable ( <i>checked</i> ) 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	ched	ked modifications of the insurance requirements specified in Article D2 are hereby approved:
CONT	ΓRA	CTING OFFICER Signature: Date: Date: Title:

# PROPOSED STATEMENT OF SERVICES

**APPENDIX B1 - ADMINISTRATIVE REQUIREMENTS** 

**RFP No:** 25233006 **Program No:** SFAPT00362

Federal No: TBD

Date Prepared: 09/07/2022

## RFP No. 25233006 King Salmon Airport Rwy 18-36 and GA Apron Pavement Rehab project

The Southcoast Region, State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Division of Preconstruction Services is seeking professional civil and electrical services for the King Salmon Airport RWY 18-36 and GA Apron Pavement Rebab project.

#### ADMINISTRATIVE REQUIREMENTS

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

**Funding Source.** This is a Federal Aviation Administration (FAA) funded project subject to federal (Buy America requirements or Buy American). The design consultant will insure consideration is provided for materials compliance of these requirements for both design and construction review processes.

**Project Staff**. All services must be performed by or under the direct supervision of the individuals noted and explained in the Consultant's RFP response. Only prior written approval from the DEPARTMENT shall accomplish replacement of, or addition to, the named Project Staff.

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

Consultant Name on Plan Sheets and Documents. No Consultant logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. Consultant letterhead shall be allowed only as exhibits in document appendices. The Consultant name shall be in the same font as other lettering on the plan sheet or document, shall be 0.05" in height on 11"x17" plan sheets, and shall be included in the binding edge of each sealed and signed plan sheet in the following format:

PLANS DEVELOPED BY: CONSULTING FIRM NAME, LLC, CERT. OF AUTHORIZATION NO.
PHYSICAL ADDRESS
PHONE NUMBER

Standards, Guidelines, References, and Software. The Consultant shall use the most current editions of any publications of standards, guidelines, or references that have been adopted by the DEPARTMENT at the time that design services begin. Major changes in design guidance during the course of the project that change the design criteria may be addressed by amendment. All studies, reports, and design services will be performed with all applicable codes, regulations, and standards; professional practice procedures; and commonly recognized construction methods. Design guidelines and standards include, but are not limited to: FAA policy, regulations, and procedures, the Alaska DOT&PF Aviation Preconstruction Manual, Alaska Traffic Manual, Standard Drawings Manual, Highway Drainage Manual, Alaska Sign Design Specifications, Manual of Uniform Traffic Control Devices, Guide for Flexible Pavement Design and Evaluation, Standard Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) Standards. Standard software programs used by the DEPARTMENT include, but are not limited to, the following:

- AutoCAD Civil 3D 2021
- Microsoft Office Suite: Word, Excel, PowerPoint, Project
- Microsoft TEAMS
- AASHTOWare Preconstruction

Department design and construction standards can be found under the below website. All work shall conform to the RFP# 25233006 9/7/2022 Page 1 of 3

applicable published information.

#### https://dot.alaska.gov/stwddes/index.shtml

The most current version of AutoCAD and AutoCAD Civil 3D (C3D) adopted by the DEPARTMENT shall be used for all linework and modeling. Use drafting procedures outlined in the current DOT&PF CAD Standards and Drafting Guide. Use the DEPARTMENT's C3D template file, supplemented as necessary by the Consultant's library of styles. Consultant styles will be clearly differentiated by name so that the DEPARTMENT can review the styles for conformance to their standards. The C3D drawing files will contain all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate). All two-dimensional items will be incorporated into the C3D drawing as AutoCAD linework. The Consultant will provide the file directory to the DEPARTMENT that insures dependencies among files are maintained.

**Cost Estimates:** The Consultant shall develop the Estimate and associated bid schedule items for this project using AASHTOWare Preconstruction. Access to the program and instructional documentation for the software will be provided to the Consultant.

**Specifications:** Project specifications will be in accordance with the current version of the "State of Alaska, Department of Transportation and Public Facilities, Standard Specifications for Airport Construction" and the most current FAA Advisory Circulars. Any modifications to standard (MOS) must follow FAA Order 5300.1G (Modifications to Agency Airport Design, Construction, and Equipment Standards).

**Submittal Requirements.** Deliverables shall be compatible with DEPARTMENT standard software, and submitted in original electronic format as well as PDF. Hard copies shall be submitted for all documents requiring an original seal or other documents as may be required by the Department's project manager.

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

**Billing Reports.** The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The two-page report shall include, but is not limited to:

- A narrative that identifies and describes the services performed in the previous month;
- A narrative that identifies and describes the services expected to be performed in the next month;
- Identification of deliverables completed during the reporting period, accomplishments, milestones, significant and current open issues relating to the work;
- Identification of any issues that may impact scope, schedule, or budget;
- Any delayed costs from the previous billing period that are included in the current billing period must be explained;
- An estimate of the percent of services complete.

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

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

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

**Comment Resolution.** The Contractor will provide a written response with subsequent submittals that address all written and oral comments from the DEPARTMENT. All changes from previous submittals will be clearly explained.

**Project Schedules.** The Contractor will develop a Critical Path Method (CPM) or other approved schedule for the project. Schedules shall be developed and updated monthly by the Contractor.

**Progress Meetings/Reports.** The Contractor shall participate in and facilitate monthly or bi-weekly Project Coordination Meetings with the Project Manager for the duration of the project. The intent of these meetings will be to discuss project progress, resolve issues, and receive guidance and/or direction from the Contracting Agency. The Contractor will keep minutes of all meetings and submit them to the Project Manager within five work days following

each meeting. Attendance at the meetings will be via Microsoft Teams.

**Comment Resolution.** The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the DEPARTMENT. All changes from previous submittals shall be clearly explained.

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

**Quality Control.** Internal quality control and review of deliverables shall occur during the performance of all phases before they are submitted to the DEPARTMENT. The consultant shall prepare a quality control plan and develop checklists and procedures for review of completed work products. If requested, the Consultant shall furnish copies of redlines and completed checklists.

**Correspondence.** All correspondence, prepared by the Contractor will bear the DEPARTMENT's assigned Project number as outlined below.

SFAPT00362 AKN - (Subject of Email)

# PROPOSED STATEMENT OF SERVICES

APPENDIX B2 - STATEMENT OF SERVICES

**RFP No:** 25233006 **Program No:** SFAPT00362

Federal No: TBD

Date Prepared: 09/07/2022

## RFP No. 25233006 King Salmon Airport Rwy 18-36 and GA Apron Pavement Rehab project

The Southcoast Region, State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Division of Preconstruction Services is seeking professional civil, electrical, surveying, and environmental services for the King Salmon Airport RWY 18-36 and GA Apron Pavement Rehab project.

The selected consultant will provide lead airport engineering services on an Alaska DOT&PF engineering team as the engineer of record in responsible charge to develop Plans, Specifications, and Estimate bid package for the project.

#### **Project Description and Background Information**

**Location/Population.** King Salmon is located approximately 285 miles southwest of Anchorage along the Naknek River between Naknek Lake and Kvichak Bay on the Alaska Peninsula. The airport is in Township (T) 17S, Range (R) 45W. The population of King Salmon is 307.

**Background.** The King Salmon Airport is an active public airport owned and maintained by the DEPARTMENT. It's part of the DEPARTMENT's Southcoast region and is within the Kodiak-Aleutian Maintenance & Operation district. The Alaska Aviation System Plan (AASP) classifies the airport as a regional hub. It is a certified airport per Part 139 of the Federal Aviation Regulations.

Per- and polyfluoroalkyl substances (PFAS) has been identified on airport property through ongoing monitoring of groundwater. A separate contract is underway for the geotechnical investigation and determining PFAS contamination within the project area.

Runway 18-36 pavement is beyond it's useful life; triannual Pavement Condition Index (PCI) reports completed by the DEPARTMENT's Pavement Management and Preservation Office indicated that Runway 18-36 is in fair condition.

A geotechnical investigation is underway. The geotechnical subsurface investigation will characterize the existing asphalt and pavement structure, collect and analyze asphalt and soil samples within the project limits for PFAS contamination to support decision making related to the use of construction materials, develop pavement rehabilitation recommendations for the project, and provide geotechnical support during design. Coordination will be through the DOT&PF Project Manager and the DOT&PF Regional Engineering Geologist

The last major improvement at the airport was in 2018. This included rehabilitation of runway 12-30 and taxiways A, B, and E.

**Project Description.** This Contract is to provide professional engineering and associated services for the design of the King Salmon Airport Rwy 18-36 and GA Apron Pavement Rehab project. The project proposes to rehabilitate Rwy 18-36 and correct a prohibited aligned taxiway with restriping/lighting replacement. Connections to taxiways will be considered if required.

**Schedule.** The goal for this project will be to complete design and certification in line with the AIP spending plan (construction obligation FFY23). The Consultant shall provide an initial schedule in the Scope of Services. Goal is to have this project under grant by August 2024.

**Review Meetings.** The DEPARTMENT will host review meetings to discuss the Pre-Environmental Review (PER), Plans-In-Hand Review (PIH), and Plans, Specifications, and Estimate Review (PS&E) comments.

#### Scope of Work

This project will include analysis, preliminary and final design of the King Salmon Airport RWY 18-36 and GA Apron

Pavement Rehab project. The goal of this project is to rehabilitate Runway 18-36 and convert the aligned taxiway to displaced thresholds. Airport operational areas will remain asphalt surfaced.

**Design Engineering.** In general, the contractor is expected to update the Airport Layout Plan (ALP) to reflect the proposed design, and assemble a PS&E package suitable for bidding and construction of the proposed improvements. The assembly shall present the design, approved by the DEPARTMENT, which best accommodates project needs within safety and budget constraints. The design shall be in accordance with current FAA Advisory Circulars. The design phase will be complete when the DEPARTMENT accepts the Final PS&E assembly and received Authority-to-Advertise.

The PS&E package shall include, but is not limited to, plans, specifications, special provisions, engineer's estimate, engineers design report (EDR), construction and safety phasing plan (CSPP), erosion & sediment control plan (ESCP), and a material certification list (MCL).

The DEPARTMENT will provide available examples or templates upon request.

**Survey for Design.** In general, the contractor is expected to provide survey data in support of design engineering. The Contractor shall coordinate with the DEPARTMENT's Locations/Survey Manager, or their designee, to get existing DEPARTMENT control data and to discuss control requirements and required standards for the project. The Contractor shall provide, but is not limited to, a Survey Control Sheet(s) (SCS) and Record of Survey.

**Environmental Support.** In general, the contractor is expected to provide environmental PQI services for compliance with Section 106 of the National Historic Preservation Act. The Environmental Support Scope of Work Statement is contained in Attachment B.

**Right-of-way.** Right-of-way (ROW) impacts are not expected. However, the DOT&PF Project Manager will coordinate with the Regional ROW office throughout the course of assembling the ALP.

**Expected Tasks.** This project is anticipated to be conducted under the following primary tasks. Tasks may be conducted concurrently as requested by the Contractor and approved by the DEPARTMENT.

- 1. Preliminary Analysis
- 2. Land Surveying
- 3. Preliminary Design (Pre-Environmental review documents / 25% design)
- 4. Environmental Document support (Section 106)
- 5. Final Design of Preferred Alternative (PIH, PS&E & Bid Ready Documents).
  - a. Separate Notice to Proceed
- 6. Assistance During Bidding, if required.
  - a. Separate Notice to Proceed
- 7. Assistance During Construction, if required.
  - a. Separate Notice to Proceed

**Task 1**. will consist of preliminary analysis. This will encompass review of all existing information and data pertaining to the project, meetings with primary stakeholders, and site visit (if required).

#### Deliverables\*:

- Conceptual level design

**Task 2**. will consist of land surveying necessary to support the project's environmental document, preliminary design, final design, and construction. The survey work products must be in accordance with all DOT&PF standards.

#### Deliverables\*:

- Survey Basemap
- Survey Control Sheet(s)
- Record of Survey

**Task 3**. will consist of Preliminary Design. A minimum of one submittal level for Pre-Environmental Review can be expected. This submittal must follow the guide in Attachment A. Key consultant staff will be expected to attend the Pre-Environmental Review meetings via Microsoft TEAMS.

#### Deliverables\*:

- Airport Layout Plan Update
- Technical memorandum outlining the modifications to standard required to construct the project.
- Pre-Environmental level (25% design) review package.

**Task 4.** will consist of Environmental Document Support. This will include full Environmental PQI services for compliance with Section 106 of the National Historic Preservation Act. See Attachment B for Environmental Document Support and deliverables.

**Task 5.** will consist of Final Design. A minimum of four submittal levels for PIH, PS&E, Post PS&E (draft final) and Final sealed bid documents can be expected. These documents will include Plans, Specifications and Estimates in accordance with DEPARTMENT standards. Formal reviews will be made following the PIH, PS&E and Post PSE submittals. Informal, over the shoulder reviews may also be scheduled between key submittal dates. Key consultant staff will be expected to attend the PIH and PS&E review meetings via Microsoft TEAMS. Task 5 deliverables shall include, but not limited to, an Engineering Design Report (EDR), Construction Safety and Phasing Plan (CSPP), Material Certification List (MCL), and Erosion and Sediment Control Plan (ESCP). The consultant is expected to update AASHTOware Project for each of the four submittal levels.

#### Deliverables\*:

- PIH Review Package (75% design)
- PS&E Review Package (95% design)
- Post PS&E Package (100% design)
- Final Sealed Bid Documents (100% design)

**Task 6.** will consist of assistance during bidding (if authorized). This will involve the provision of expertise and assistance to the DEPARTMENT during bidding. This is expected to include answering bid related questions and preparation of contract addendums.

**Task 7.** will consist of assistance during construction (if authorized). This will include review and approval of fabrication or shop drawings and associated material submittals, provision of special or routine field or shop fabrication inspections, and other assistance as may be required by the DEPARTMENT during field construction. The Consultant will not be expected to provide fill-time nor comprehensive construction management nor inspection services.

\*Included, but not limited to.

#### **Supporting Documents (Attachments)**

- A. Pre-Environmental Review Guidance
- B. Environmental Support
- C. DOT&PF As-Built Drawings
- D. Airport Layout Plan