

# REQUEST FOR PROPOSALS (RFP)

(Procurement per PrG 2-210.03)

**A**

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### Proposed Statement of Services

See **Part G – Work Scope** for full description of services required under this solicitation.

## ISSUING OFFICE

Agency Contact & Phone No: Anna Harrison, Facilities Manager, (907) 264-8297  
Contracting Agency .....: Alaska Court System, 820 W. 4<sup>th</sup> Avenue, Anchorage, AK 99501-2005  
Issue Date .....: January 25, 2023

## PROJECT

**RFP NUMBER** .....: BET-P-23-0003  
Project Numbers .....: None  
Project Site (City, Village, etc.).....: Bethel, Alaska  
Contract Title & Contract Description: Bethel Justice Center Preliminary Design

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: April 1, 2023 through June 30, 2024 with a single five-year option should the project be funded for the construction phase.

## SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE: PrG 2-202.09.(3).  
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.*

DATE: **February 22, 2023** PREVAILING TIME: **12:00 PM**

HAND DELIVER ONLY IN A SINGLE, OPAQUE ENVELOPE DIRECTLY TO FOLLOWING LOCATION

Attn: Facilities Department  
Alaska Court System  
820 West 4<sup>th</sup> Avenue  
Anchorage, AK 99501

## SELECTION PROCEDURE

Design Team will be selected according to the State of Alaska Court System Procurement Guidelines (PrG), effective September 25, 2013. Copies of the Procurement Guidelines are available without charge from the Anchorage Court System, Procurement Office, 820 West 4th Ave, Anchorage, Alaska 99501, telephone (907) 264-8226.

1. Competitive Sealed Proposals will be evaluated by a committee (PrG 2-204.12.1). Evaluation of responses to criteria set forth in Part C – Evaluation Criteria 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 used to determine the maximum possible score. Each one point of the individual 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 the total weight multiplied by 5 and by the number of Evaluators. Example: total weight equals 100, maximum score equals 110 times 5 times 4 evaluators, or 2200 points.
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 per 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 scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.
  - 2.3 After completion of individual ratings, 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.
  - 2.4 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, et cetera.
3. Evaluators may discuss factual knowledge of Offerors and proposed Subconsultants, and may investigate Offerors' and proposed Subconsultants' prior work experience and performance, including projects referenced in proposal, available written evaluations, et cetera, and may contact listed references or other persons knowledgeable of an Offerors' and/or a Subconsultant'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 (PrG 2-204.14.3 and AS 36.30.240). After discussions Evaluators will determine the final scoring and ranking by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (PrG 2-204.12.3).
5. The Contracting Agency may, in its discretion, negotiate with the offeror(s) of the highest ranked proposal(s) for the purpose of obtaining contract terms consistent with the solicitation and with terms favorable to the state. 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.
6. All Offerors will be advised of the Offeror, or Offerors, selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors.

## NOTICES

1. The Contracting Agency is an equal opportunity employer.
2. Copies of this Request for Proposal (RFP) and the referenced Professional Services Agreement are available from the Contracting Agency. Contact the Issuing Office to obtain copies.
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 (PrG 2-202.10.3(1)).
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).

Offerors should contact the Issuing Office to arrange a time for inspection of submitted proposals. Note that proposals must be reviewed only on the premises of the Contracting Agency, and that no copies or photos are allowed.
6. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded if and until the Alaska Department of Revenue approves the payment provisions for the contract.
7. Offerors and proposed Subconsultants shall be in compliance with the statutory requirements for Alaska licensing included in the certification statement on Page 2 of Part D – Proposal Form in this RFP package. Non-compliance shall result in rejection of proposal.
8. **PRICE COMPETITION:** Price is not an Evaluation Criterion in this procurement, however, proposals received that exceed **\$575,000** will be deemed as non-responsive.
9. An audit of the selected Offerors' and proposed Subconsultants' 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 Notices to Proceed, the Offeror should be prepared to submit Part E - Pre-Audit Statement or a current record of DOT/PF audit immediately after Notice of Award for your firm and all subconsultant firms named in response to Part C, Criteria 4, Item 3. Failure to submit a properly completed Part E - Pre-Audit Statement or a DOT/PF audit in a timely manner after requested by the Contracting Agency may result in contract termination. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.
10. **PROHIBITION OF PROCUREMENT FROM PERSONS HEADQUARTERED IN CERTAIN COUNTRIES:** A prospective contractor that has headquarters or does business in but does not have headquarters in a country listed in Tier 3 of the most recent Trafficking in Persons Report published by the United States Secretary of State under 22 U.S.C. 7107(b)(1)(C) is not eligible to participate in a procurement or to be awarded a contract. See Alaska Statue 36.30.030.
11. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing within at least ten Contracting Agency work days prior to the Submittal Deadline (PrG 4-401.02.1(1)(A)).

12. The Issuing Office will maintain a list of those Offerors who choose to register with the Contracting Agency. The Offeror to provide the information indicated below to Issuing Office:
  - a. Name of the firm
  - b. Name of contact person (s)
  - c. Telephone number(s)
  - d. Email address(s)

This list of Potential Offerors will be posted on the State of Alaska Public Notices site with the RFP information. Registered Offerors may also request a copy of this list directly from the Issuing Office.

13. All Addenda and notifications will be emailed to those persons indicated on the Potential Offerors List as well as being posted on the State of Alaska of Alaska Public Notices site.

**END OF SECTION**

**INSTRUCTIONS AND SUBMITTAL CHECKLIST****B****THIS LIST IS FOR OFFERORS' REFERENCE ONLY. DO NOT SUBMIT.****INSTRUCTIONS AND REQUIREMENTS:**

1. Offerors should carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written requests for clarifications to the address shown under Issuing Office 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 the requirements in issued addendums may result in lower score and/or may eliminate a submittal from consideration.
2. Review Part A – RFP, the requested services in Part G – Work Scope and any other attached or referenced materials. If any section listed in Part A- Table of Contents is not included with this RFP, contact the Issuing Office identified on the first page of Part A - RFP.
3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Part G – Work Scope. 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. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criterion weighted more than zero will result in an evaluation score of zero for that criterion. Any Responses to criteria weighted zero will be disregarded.
  - a. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255 and 330's, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
  - b. ***Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C-Evaluation***, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
  - c. Criteria Responses shall be presented in **8-1/2" x 11"** format except for a minimal number of 11" x 17" sheets that may be used if they are folded to 8-1/2" x 11" size. ***Each 11" x 17" sheet will count as 2 pages. Font must be size 10 point or larger.***
  - d. The maximum number of attached pages (each printed side equals one page) for Criteria Responses shall not exceed: 20 (twenty). Page limit for attached materials does not include the cover sheet, Part D - Proposal Form, Certification attachments to the Proposal Form, Billing Rates, or the Photo Binders.
  - e. **CAUTION:** Criteria Responses which do not comply with the required page limit, presentation size, or font 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".
5. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses are not required to be provided with the Offeror's proposal.
  - a. **Certifications Required:**
    - i. If you replicate (other than by photocopy) Part D in lieu of completing the form provided by the Contracting Agency, provide a signed certification that lists the form and attests that it is an exact replica 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.
    - ii. Reference Certification – Former Public Officer: If this applies, submit a sworn statement from the individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project.
  - b. **Business Licenses and Professional Registration:** Offeror and all Subconsultants shall have a current Alaska Business License. Offeror and Subconsultants shall have current State of Alaska professional A/E registration as required by the State of Alaska. Business Licenses and Registrations must be current on date of Offeror's submittal and maintained the length of the contract and any extensions.

**INSTRUCTIONS AND SUBMITTAL CHECKLIST****THIS LIST IS FOR OFFERORS' REFERENCE ONLY. DO NOT SUBMIT.**

6. Attach Criteria Responses ONLY (for Part C - Evaluation Criteria) to Part D – Proposal Form. Do not attach the actual Part C from the RFP. Each copy of the Part D -Proposal form and attached Criteria Responses 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.
- Assemble one copy of the Billing Rates for all of Offeror's and Subconsultants' proposed Project Staff as described in Part C - Evaluation Criteria.
  - Billing Rates must be signed and dated by each person who prepares them. There may be different signatures for each Subconsultant.
  - These rates will be incorporated in any contract awarded, and should match the DOT/PF Audit Rates or the Pre-Audit form to be submitted after award. If the Billing Rates submitted in this RFP package are less than the later audited rates, the submitted rates will still be considered valid for this contract. If the audited rates are less, they will be used for this contract.
  - Bind Billing Rates with one staple in the upper left corner.
  - Separately enclose signed stapled Billing Rates in a sealed envelope marked on the outside to identify it as Billing Rates, and with the name and number of the RFP and the Offeror.
7. Assemble one 1-inch 3-ring binder with an identifying cover and Photo Sheets:
- Photo Sheets shall document 3-5 projects completed within the prior 10 years.
  - Arrange and label each photo sheet with the project title and description of the content of the photo(s). Photos should depict site development as well as building exterior and interior for each project.
  - Identify Binder with Offeror's name, and the RFP name and number.

**SUBMITTAL CHECKLIST:**

Include the following with the Offerors proposal. ***Submittals shall consist of the following applicable items assembled as follows and in the order listed:***

- [ ] **Completed Part D - Proposal Form:** Submit four (4) copies of completed 2-page Part D- Proposal Form. There is a maximum 20-page allowed for responses to Part C – Evaluation Criteria. At least one of the four (4) submitted Part D – Proposal Forms must have the original signature.
- [ ] **Part D Certification:** Refer to Part B – Instructions and Submittal Checklist; 5(a)(i). If this applies, submit certification statement.
- [ ] **Part D Form Public Officer Certification:** Refer to Part B – Submittal Checklist; 5(a)(ii). If this applies, submit a sworn statement from the individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project.
- [ ] **Photo Binder:** Submit one (1) copy of the 1-inch 3-ring Photo Binder
- [ ] **Billing Rates:** Submit one (1) copy 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. Price is NOT an evaluation criterion for the proposed contract, but billing rates **MUST BE SUBMITTED**.  
Part E - Pre-Audit Statement, shall **not** be provided with Submittal.
- [ ] **Delivery:** 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 (PrG 2-204.09).

**END OF SECTION**

**EVALUATION CRITERIA**

If a weight is not indicated for any criterion, contact the ISSUING AGENCY identified in Part A - RFP.

**SECTION I - TECHNICAL PROPOSAL****1. Firm and Team Qualifications****Weight: 15**

1. After thorough review of Part G Work Scope provide response showing specific qualifications, experience and resources that your firm and your team can contribute to accomplish this work. Your response should include the following information:
  - a. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized experience, in-depth training, education or certifications pertinent to the Work Scope, or unique approaches or concepts **relevant to the required services** which your team may use.
  - b. Consider how each type of task may be carried out; define what types of services or interaction are required from/with the Contracting Agency and how your team will accomplish code review and permitting.
  - c. Show how your team will help ensure that the bid phase will result in sufficient reliable contractor pricing and proposals or bids.
  - d. Address whether expressed or implied schedules as indicated in Part G – Scope of Work, are attainable and economically feasible.
2. Consider whether your response is sufficiently explicit. **Define any assumptions made** in formulating this Criteria Response. Express any opinions regarding alternative design considerations that could impact construction costs and schedule.

**2. Management and Methods****Weight: 5**

1. Provide a response that describes the administrative and operational structures that will be used for performing the proposed contract. Your response should include the following information with a graphic depiction, such as an organizational chart, showing responsibilities, identities, lines of authority:
  - a. Who will have overall responsibility for the contract?
  - b. Who will direct responsibility for specific disciplines?
  - c. For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect or Civil (including Structural), Electrical, Mechanical, or other Engineer, or Land Surveyor, so state and list his/her Alaska professional registration number.
2. Additionally include the following information:
  - a. Identify where the various contract services will be performed and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public. Note that the Contracting Agency will need to review work products in progress and provide feedback, a description of how the team has interfaced and communicated with clients on previous projects is critical.
  - b. Describe the quality assurance procedures, cost and schedule control and program review procedures that your firm and team have historically used and intend to use with this contract.

**3. Business History****Weight: 10**

Response must identify the period of time firms (Offeror and/or Subcontractors) have been in business **under current organization and name**. Discuss any prior work relationships among the firms. Discuss **prior contracts** that were similar to the work proposed by this RFP. Indicate which of the proposed firms and Project Staff were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).

**EVALUATION CRITERIA**

If a weight is not indicated for any criterion, contact the ISSUING AGENCY identified in Part A - RFP.

**4. Proposed Project Staff****Weight: 20**

The following Consultants shall be included by the Offeror to be available as needed for specific projects: **Architectural, Structural, Security, Security Hardware, Doors and Hardware Specialist, Mechanical and Electrical Engineering, Elevator Consultant and Cost Estimator.** Provide the firm names, location(s), and names of the individuals who will perform the following functions plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance) – Offeror's designated person(s)
2. Project Management (single point-of-contact directly engaged in contract performance) - Offeror
3. Design Leaders (for each discipline) – Offeror and each discipline indicated in this criterion
4. Individual responsible for Construction administration services - Offeror

All personnel acting as a responsible-in-charge for Architectural, Structural, Mechanical and Electrical Engineering require Alaska Registration and must be identified in your proposal. 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 purpose 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****Weight: 10**

1. Existing and Anticipated Workload. Provide a response which:
  - a. Describes both current and potential time commitments of your proposed Project Staff to all clients;
  - b. Describes the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and
  - c. Demonstrates adequate support personnel, facilities and other resources to provide the services for the projects listed in Part G – Work Scope.
  - d. Lists current contracts with all State of Alaska Contracting Agencies in which your proposed Project Staff are participating. Include information regarding statewide with regions, divisions, etc., of the Contracting Agency.
2. Resources. Provide a response which:
  - a. 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.
  - b. Provide firm names only for the following Subconsultants. These disciplines are not anticipated at this time, but may be required in future years to perform services for this Contract. Provide only Subconsultant firms with which the Offeror has had previous work relationships with, and that the Offerors would work with again, and would recommend to the Contracting Agency based on their previous project history:  
**Civil, Geotechnical, Environmental, Landscape Architect and Interior Designer.**
  - c. Note any specialized tools, equipment or facilities that may be of benefit for the services required by this Contract.



**EVALUATION CRITERIA**

If a weight is not indicated for any criterion, contact the ISSUING AGENCY identified in Part A - RFP.

**6. Past Performance****Weight: 15**

Provide 5-10 projects representative of work similar to the services described in Part G, Work Scope. At least three of these projects should be for a similar building type. **NOTE:** Although photos may be included in this response, it may be clearer to limit submitted photos to just those in the Photo Binder, and reference these projects on the binder. Include the following information for each project:

1. Project name and location
2. Contact info for Owner or Owner's Representative
3. Description of projects. Include the type of facility, initial project budget and whether it was new construction or remodel project
4. Role and services provided by team member
5. Name, title and role of personnel used to perform design services
6. Project delivery method used
7. Project schedule
8. Project performance history including adherence to schedule, change order history

**7. Quality of Proposal****Weight: 10**

**Offerors do not respond to this criterion.** Committee members will rate this criterion based on their perception of the clarity, completeness, relevancy to the Contract and Part G – Scope of Work, and to a lesser degree, the presentation of the submittal.

**SECTION II -PREFERENCES****8. Alaska Bidder (Offeror) Preference Ref: 49CFR18.36(c)(2), 2 AAC 12.260(e).****Weight: 10**

To be granted this preference:

- 1. Response must certify that Offeror meets the following requirements per AS 36.30.170(b):**
  - 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 company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05 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.**
  - a. Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows.
  - b. An Alaska Offeror's preference (i.e. a Rating of 10) will be assigned to the proposal of an Offeror who qualifies as an Alaska bidder using the criteria in (1), above.
  - c. 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 item 1 above.

**END OF SECTION**

**PROPOSAL FORM****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**

Contract Numbers-.....: BET-P-23-0003  
 Project Title .....: Bethel Justice Center Preliminary Design

**OFFEROR**

Contractor.....:  
 Street.....:  
 P.O. Box.....:  
 City, State, Zip.....:  
 Alaska Business License Number .....: *License is a prerequisite to Proposal.*  
 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**

Check the applicable preferences that you claim for the proposed contract (reference Part C - Criteria 8):  
 [ ] Alaska Bidder (Offeror)

**PROPOSED SUBCONTRACTOR(S)**

Professional Discipline      Subconsultant & Office Location      AK Business License No.

**CERTIFICATIONS**

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

Signature ..... : \_\_\_\_\_  
 Name ..... : \_\_\_\_\_ Date: \_\_\_\_\_  
 Title..... : \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

## **CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS**

Contractor and all Subcontractor 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 designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations 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 corporate registration before 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 or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 39.90.100).

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

## **CERTIFICATION FOR INSURANCE**

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Professional Services Agreement for Indemnification and Insurance.

## **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.

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

## **CERTIFICATION – EMPLOYMENT PRACTICES OF THE FIRM**

By signature on this solicitation, the offeror certifies that all services provided under this contract comply with the applicable portions of the Federal Civil Rights Act of 1964 and the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government. If any bidder fails to comply with the Act or Regulations issued thereunder, the Alaska Court System reserves the right to terminate the contract. Reference: PrG 2-210.03.2(2) and AS 36.30.270

## **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 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.

## **END OF SECTION**

# PRE-AUDIT STATEMENT

(Confidential when completed)  
NOT REQUIRED IF CURRENT DOT/PF AUDIT IS AVAILABLE

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: Facility Department

Alaska Court System

820 W. 4<sup>th</sup> Avenue, Anchorage, AK 99501

**CONFIDENTIAL. TO BE OPENED BY FACILITIES DEPARTMENT ONLY**

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. If your Terminology differs from that used herein, attach an explanation.

2a Direct Cost of Direct Labor \$ \_\_\_\_\_

2b Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:

Fringe Benefits

Overhead (General & Administrative Expenses including Direct Costs of Indirect Labor) \$ \_\_\_\_\_

Allocated Home Office Overhead (if applicable) \$ \_\_\_\_\_

Other (specify) \$ \_\_\_\_\_

Sum \$ \_\_\_\_\_

2c Indirect Cost Rate (Sum of 2b / 2a) x 100 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. 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 contact the ISSUING OFFICE in Part A - RFP***

## 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION**

**PRE-AUDIT STATEMENT**

(Confidential when completed)

**NOT REQUIRED IF CURRENT DOT/PF AUDIT IS AVAILABLE****COST TERMINOLOGY**

**DIRECT COSTS OF DIRECT LABOR** - Base salary or wages paid to employees charged directly to contracts or projects exclusive of: Fringe Benefits, Other Direct Costs (Expenses), Fees or Profit.

**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.). If your accounting system separately identifies these costs then they may be directly charged to contracts if the costs are not included in Indirect Costs.

**INDIRECT COST RATE** - A percentage of incurred Direct Labor Costs which is used as a basis of compensation for Indirect Costs. Fee or Profit is not included in the Rate. This percentage shall not exceed the figure derived as follows: The sum of actual and allowable Indirect Costs incurred by the Contractor during a base period (usually a fiscal year) divided by the sum of Direct Labor Costs during the same period multiplied by 100.

**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 sub-division, 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, Overhead (General & Administrative Expenses including Direct Costs of Indirect Labor), and Allocated Home Office Overhead (if applicable).

**Fringe Benefits - Costs for items such as:**

Vacation Time and Authorized Leave

Workers' Compensation Insurance

Deferred Compensation/Retirement Plans

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:**

Direct Costs of 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, Data, Light and Janitorial Services

Office Supplies

Communications

Reproduction Costs

Recruiting Expense

Rentals of Equipment/Computers

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

**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.

Interest and Other Financial Costs

Contributions and Donations

Federal Income Taxes

Deferred State Income Taxes

Bad Debts

Fines and Penalties

Entertainment

Losses on other Contracts and related legal fees

Provisions for Contingencies

**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).**

**END OF SECTION**

## INDEMNIFICATION AND INSURANCE

Offeror shall purchase at its own expense and maintain in force at all times for the duration of this agreement, plus two years following the date of final payment the following policies of insurance. Professional Liability insurance shall be maintained for an additional 10 years. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the consultant'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, listing the Alaska Court System as a "named insured," and incorporated into the Term Contract. Certificates must provide for a 30-day prior notice to the Contracting Agency of cancellation or reduction in any limits of liability. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the Offeror's services and may preclude other agreements between the Offeror and the Contracting Agency.

The policies of insurance required for this Contract include:

- a. Worker's compensation insurance for Offeror and its Subconsultants.
- b. Comprehensive or commercial general liability insurance
- c. Comprehensive automobile liability insurance
- d. Professional liability insurance

Reference the Professional Services Agreement for additional information on insurance requirements, coverage and minimum limits. The Offeror shall include the insurance provisions described in the Contract in all subcontracts which exceed \$25,000 and shall ensure all Subconsultants compliance with such provisions.

**END OF SECTION**

## WORK SCOPE

### 1. ANTICIPATED SCHEDULE FOR AWARD OF TERM CONTRACT:

The below dates are approximate and are for proposal purposes only. Dates may change based on the current court system needs and other impacting factors.

Notice of Intent to Award: March 5, 2023

Contract Issued: April 1, 2023

### 2. CONTRACT CONSULTANTS:

The following Consultants shall be included by the Offeror as Part - C, Criteria 4 - Proposed Project Staff in the submitted proposal, to be available as needed for specific phases:

- a. Architectural
- b. Structural
- c. Security and Security Hardware
- d. Mechanical, and Electrical Engineering
- e. Cost Estimator
- f. Geotechnical
- g. Environmental
- h. Interior Designer

### 3. PROJECT SCOPES AND COMPLETION REQUIREMENTS

The Alaska Court System is seeking conceptual design options and cost estimates for a new facility in Bethel, Alaska. The new facility would attempt to relocate the Alaska Court System and collocate with various Executive Branch Agencies and/or local justice related agencies. Lease space is difficult to acquire in Bethel, Alaska and due to increasing lease rates and lack of available space, the Alaska Court System is seeking options to either renovate and expand in a current space or locate land in which we can build a new facility. This project will include research about site location, preliminary design and test fit options, and a preliminary budget estimate. The budget estimate should be broken into several categories to include site, full design to include construction documents, and construction. This project will include work with not only the Alaska Court System but with local justice partners in Bethel, local community leaders, and the State of Alaska Executive Branch. The selected design team will work closely with the Alaska Court System Facilities Director, Project Manager, Executive Level Staff and applicable Judicial Officers, as well as leadership from the Executive Branch Departments who are interested in collocating, and local community partners to develop space needs and requirements for the new facility.

The timeline for the initial work should be completed no later than June 30, 2024 as to allow time for the Alaska Court System to request funding through the State of Alaska's budget process. If the budget request is approved for the FY26 budget cycle, continued work to develop 100% drawings and continue to provide support through construction administration and quality assurance throughout the duration of the project.

By June 30, 2024 the following should be provided to the Alaska Court System:

- Site Location Recommendation and associated estimate for land purchase, if applicable
- Preliminary Design 35%
- Preliminary Budget Estimate 35%

**END OF SECTION**



**SAMPLE CONTRACT****PROFESSIONAL SERVICES AGREEMENT**

PROJECT NO: BET-P-23-0003

PROJECT TITLE: \_\_\_\_\_

THIS AGREEMENT IS BETWEEN **THE ALASKA COURT SYSTEM**, HEREAFTER THE CONTRACTING AGENCY, AND \_\_\_\_\_, HEREAFTER THE CONSULTANT. THE CONTRACT IS EFFECTIVE ON THE LAST DATE EXECUTED BY ITS PARTIES, IN CONSIDERATION OF THE TERMS, CONDITIONS AND PROMISES OF ARTICLES ONE THROUGH EIGHT.

CONSULTANTCORPORATE SEAL

SIGNATURE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTING AGENCY

SIGNATURE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: PROJECT MANAGER

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: CONTRACTING OFFICER

DATE: \_\_\_\_\_

**ARTICLE ONE**  
**PURPOSE**

1.1 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR \_\_\_\_\_

**ARTICLE TWO**  
**COMPENSATION**

2.1 FEE DISTRIBUTION IS INDICATED IN FEE ALLOCATION SPREADSHEET \_\_\_\_\_. THE AMOUNT PAYABLE UNDER THIS AGREEMENT, AS SET OUT IN APPENDIX C, SHALL BE DETERMINED BY INDIVIDUAL AMENDMENTS TO THE CONTRACT, ISSUED FOR EACH PROJECT AUTHORIZED.

**ARTICLE THREE**  
**PERIOD OF PERFORMANCE**

3.1 CONSULTANT SHALL COMMENCE WORK UNDER THIS AGREEMENT AS AUTHORIZED BY WRITTEN NOTICE(S) TO PROCEED AND SHALL COMPLETE THE WORK IN ACCORDANCE WITH ANY TIME SCHEDULE REQUIRED BY APPENDICES. THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL EXECUTED BY THE CONSULTANT AND CONTRACTING AGENCY AND NO SERVICES SHALL BE UNDERTAKEN OR PERFORMED UNTIL A NOTICE TO PROCEED IS ISSUED.

3.2 THE ISSUANCE OF INDIVIDUAL NOTICE TO PROCEEDS UNDER THIS AGREEMENT SHALL END: \_\_\_\_\_. THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT MAY BE PERFORMED BEYOND THIS TIME FRAME AS NECESSARY TO COMPLETE PROJECT PHASES.

**ARTICLE FOUR  
APPENDICES**

4.1 THE FOLLOWING APPENDICES ARE ATTACHED TO THIS DOCUMENT AND INCORPORATED HEREIN:

<u>APPENDIX</u>	<u>TITLE</u>	<u>NO. PAGES</u>
A	GENERAL CONDITIONS	13
B	STATEMENT OF SERVICES	19
C	BASIS OF COMPENSATION	2
D	CONSULTANT BILLING RATES	1
E	PROJECT SCHEDULE	1
F	PROJECT BUDGET	1

**ARTICLE FIVE  
CONTRACTING AGENCY**

AGENCY'S OFFICE      ALASKA COURT SYSTEM  
FACILITIES MANAGEMENT      CONTRACTING OFFICER:  
  
STREET:      820 W. 4TH AVENUE      APPEALS OFFICER:  
  
CITY, STATE, ZIP:      ANCHORAGE, AK 99501      PROJECT MANAGER:  
  
TELEPHONE:      907-264-8232  
  
FAX:      907-264-8296

**ARTICLE SIX  
CONSULTANT**

CONSULTANT'S MANAGING PARTNER:      ALASKA BUSINESS LIC. NO.:  
CONSULTANT'S PROJECT MANAGER:      FEDERAL IDENTIFICATION NO.:  
  
CONSULTANT'S OFFICE:      TYPE OF FIRM  
  
STREET:      ☐ CORPORATION IN STATE OF:  
  
P.O. BOX:      ☐ OTHER:  
  
CITY, STATE, ZIP:      ☐ INDIVIDUAL  
  
TELEPHONE:      ☐ PARTNERSHIP  
  
FAX:

**ARTICLE SEVEN  
SUBCONSULTANTS**

7.1 CONSULTANT SHALL PERFORM ALL PROFESSIONAL SERVICES REQUIRED UNDER THIS AGREEMENT EXCEPT AS MAY BE PERFORMED BY THE SUBCONSULTANTS LISTED BELOW OR AS MAY BE ALLOWED IN ACCORDANCE WITH APPENDIX A, ARTICLE A18.

<u>SERVICE OR ENGINEERING DISCIPLINE</u>	<u>SUBCONSULTANT</u>	<u>AK BUSINESS LIC. NO.</u>
COST ESTIMATING INTERIOR DESIGN CIVIL ENGINEERING STRUCTURAL ENGINEERING ELEVATOR CONSULTANT MECHANICAL ENGINEERING ELECTRICAL ENGINEERING LANDSCAPE DESIGN ENVIRONMENTAL ENGINEERING SECURITY SYSTEMS DESIGN DOOR & HARDWARE SPECIALIST	.	
<p style="text-align: center;"><b>ARTICLE EIGHT INSURANCE LIMITS</b></p> <p>8.1      SEE ARTICLE A4.</p>		

SIGNED ORIGINALS TO: PROJECT FILE, CONSULTANT, FISCAL OFFICE

COPIES TO:

**END OF SECTION**