



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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

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

ISSUING OFFICE

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

PROJECT

RFP NUMBER: **25233042**
Project Numbers-State/Federal: **Various / Various**
Project Site (City, Village, etc.): **Various**
Project Title & Contract Description: **Southcoast Region Pre-construction Marine Design- Term Agreement**

The Department intends to enter into a negotiated agreement for professional engineering and support services to develop marine and coastal facilities state-wide. Services may include engineering analysis, conceptual and final design, contract document preparation, environmental permitting, and construction bidding and administration.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: March 01, 2023 to December 31, 2028

Estimated amount of proposed contract:

<input type="checkbox"/> Less than \$200,000	<input type="checkbox"/> \$200,000 to \$250,000	<input type="checkbox"/> \$500,000 to \$1,000,000	<input checked="" type="checkbox"/> \$1,000,000 or greater
<input type="checkbox"/> \$250,000 to \$500,000	<input checked="" type="checkbox"/> Firm Fixed Price (FFP)	<input checked="" type="checkbox"/> Cost Plus Fixed Fee (CPFF)	
<u>Proposed Method(s) of Payment:</u>	<input checked="" type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Other:	

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: March 10, 2023

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.

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

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

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

SELECTION PROCEDURE

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

NOTICES

PART

A

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

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 of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

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

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

15. Special Notices:

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

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program. The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>.

15.3 In light of the current health situation, the Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to srdotpfcontracts@alaska.gov prior to the date and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their proposal. Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in size. The Contracting Agency will either print out proposals in color for distribution, or email a PDF to the Evaluation Committee.



SUBMITTAL CHECKLIST

PART

B

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

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

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.
If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** 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 (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

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

EVALUATION CRITERIA

PART

C

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: 10

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.¹ 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 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: 25

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. Civil Engineering
4. Structural Engineering
5. Geotechnical Engineering
6. Coastal Engineering
7. Electrical & Control System Engineering
8. Hydraulic & Mechanical Engineering
9. Technical Support Staff

*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 the proposal.

Continued Next Page

¹ Delete sentence beginning with "Address how proximity. ..." 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: 5

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: 25

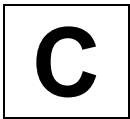
Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. 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.

8. Weight: 0

9.

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".

11. Weight: 0

To be granted this preference:

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

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

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

Rating will be as follows:

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

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

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

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #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.

- | | | |
|------------------------|---------------|--------------------------|
| 1. Contract Management | (Estimated at | % of total labor effort) |
| 2. Project Management | (Estimated at | % of total labor effort) |
| 3. | (Estimated at | % of total labor effort) |
| 4. | (Estimated at | % of total labor effort) |
| 5. | (Estimated at | % of total labor effort) |

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

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

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

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

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. Total Price Proposal (Required Format)**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 of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. Direct Costs of Direct Labor (DCDL)

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

Job Classification	Name	Total Hours	Rate(\$/hr)	Proposed Costs (\$)
				Total DCDL: \$ _____

3. Indirect Costs (IDC)

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. Other Direct Costs (ODC)

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g., transportation, food and lodging, reproduction) – if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

Item	Quantity	Cost (\$/Unit)	Proposed Costs (\$)
			Total ODC: \$ _____

5. Total Proposed Cost

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. Proposed Fee

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: \$ _____

7. Total Proposed Price

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

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

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

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

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

Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART

D

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

PROJECT

Project Numbers-State/Federal.....: **Various/Various**
Project Title: **Southcoast Region Pre-construction Marine Design- Term Agreement**
RFP No.: **25233042**

OFFEROR (CONTRACTOR)

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

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

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

PROPOSED SUBCONTRACTOR(S)

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

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

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

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

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

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.

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

PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

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

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

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

CERTIFICATION

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

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

Office Address for which this Submittal is made:

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

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

COST TERMINOLOGY

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

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

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

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

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

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

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

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

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

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

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

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

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

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No: Various Federal Project No: Various Date Prepared: 05/09/2019
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CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

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

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

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

ARTICLE D2 INSURANCE

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

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

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

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

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

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

MINIMUM LIMITS OF E&O INSURANCE

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

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

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

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

CONTRACTOR RELATED MODIFICATIONS

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

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

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

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

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

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

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

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

CONTRACTING OFFICER

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

STATEMENT OF SERVICES

APPENDIX B

IRIS Project No:	Various
Federal Project No:	Various
Date Prepared:	February 7, 2023

Term Agreement – Southcoast Region Pre Construction- Marine Design- RFP # 25233042

INDEX

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B1.0	Definitions
B2.0	Summary of Contract Services
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B5.0	Consultant Work Products
B6.0	Quality Control Process
B7.0	Project Records
B8.0	Permitting Requirements
B9.0	Buy America(n) Requirements
B10.0	Information Furnished by the Department
B11.0	Consultant Furnished Items

ARTICLE B1.0 DEFINITIONS

B1.1 Consultant. The individual firm, corporation, joint venture, or any acceptable combination of individuals and entities consulting with the Department for performance of the Contract. Also referred to as the Contractor or the Offeror.

B1.2 Contract. The signed agreement between the Department and the Consultant for the proposed project(s).

B1.3 Contract Manager. The Department's authorized representative responsible for management of this Agreement. The Contract Manager may be the Department's Project Manager.

B1.4 Contracting Officer. The person authorized by the Commissioner to enter and administer this Agreement, and the Contract, on behalf of the Department.

B1.5 Deliverables. The specific products or documents that the Consultant will provide to the client as a result of the completed Tasks.

B1.6 Department. The Alaska Department of Transportation and Public Facilities. Also referred to as the Contracting Agency or AK DOT & PF.

B1.7 Endangered Species Act (ESA). A program for the conservation of threatened and endangered plants and animals and the habitats in which they are found.

B1.8 Engineer-of-Record (EOR). The professional engineer who has placed his/her official stamp on the design plans and specifications for the project(s).

B1.9 Errors and Omissions. Errors and Omissions refer to mistakes or oversights made by the engineer(s) during the design, construction, or maintenance of a project or product.

B1.10 Group Chief. The Department's Group Chief supervising the Department's Project Manager for the project being designed. This person has the delegated authority to make decisions and resolve disputes regarding the Consultant that cannot be resolved by the Department's Project Manager.

B1.11 Incidental Harassment Authorization (IHA). Authorizes a Take by harassment a small number of marine mammals for a period of not more than one year.

B1.13 Notice to Proceed (NTP). A Department-prepared document authorizing the Consultant to begin work under this agreement.

B1.14 Project. The specific work or Tasks that the Consultant is being contracted to perform in a Request for Services.

B1.15 Project Manager

B1.15.1 For the Department, the Project Manager is the Contracting Officer's authorized representative responsible for management of the Contract and the day-to-day administration of this Agreement.

B1.15.2 For the Consultant, the Project Manager is the authorized representative in the Consultant's main office who will manage and supervise the Consultant staff, and coordinate the needs of the project(s).

B1.16 Request for Services (RFS). A Department-prepared document issued to all Consultants selected under this Term Agreement that describes the project scope, Consultant services required, anticipated schedule, proposal letter requirements and the Department's evaluation/selection criteria used to select the Consultant.

B1.17 Stakeholder. A Department section, Municipality,

Utility or other entity that has an interest in the Project and monitors efforts during design and construction and/or has an interest in the outcome of the Project. Examples would be the Department's maintenance section, environmental section, AMHS, the City, or the utility companies.

B1.18 Subconsultant. An Individual or legal entity as a firm or organization independent and separate from the Consultant to whom or to which the Consultant sublets part of the Consultant's staffing and/or responsibilities as specified in the Professional Services Agreement, where there is a separate independent agreement for performing those services with the Consultant. Also referred to as the Subcontractor.

B1.20 Tasks. Specific actions or work that the Consultant must perform to complete the assigned Project.

B1.21 USACE. United States Army Corps of Engineers. Also known as the Corps.

Also see the Definitions included in the Alaska Highway Preconstruction Manual:

<https://dot.alaska.gov/stwddes/dcsprecon/preconmanual.shtml>

ARTICLE B2.0 SUMMARY OF CONTRACT SERVICES

B2.1 Project Description. Furnish professional engineering and support services to develop marine and coastal facilities state-wide. Services may include engineering analysis, conceptual and final design, contract document preparation, environmental permitting, and construction bidding and administration. Types of Projects include:

- Ferry terminals
- Seaplane base
- Small boat harbors and launch ramps
- Slope stabilization and protection
- Coastal structures, such as moorings, bulkheads, or breakwaters.

Projects are either state or federally funded and comply with the funding agency's permitting, contracting, and procurement provisions

B2.2 Services. Provide services as identified and authorized by the Notice to Proceed in one or more of these disciplines:

- Civil Engineering
- Structural Engineering
- Geotechnical Engineering
- Coastal Engineering
- Electrical & Control Systems Engineering
- Hydraulic & Mechanical Engineering

A description of the type of work that may be required is listed below.

B2.3 Civil Engineering. Perform civil engineering analysis and design services for site development of uplands, vehicle staging, and parking areas; boat and seaplane ramps; storm water drainage, potable water service, and sanitary sewer service.

B2.4 Structural Engineering. Perform structural analysis and design of transfer bridges, gangways and catwalks; offshore mooring and berthing structures; steel, timber, and concrete floats; deep foundations, anchored pile foundations, abutments, and retaining structures.

B2.5 Geotechnical Engineering. Perform geotechnical testing, analysis and design for use in planning and development of shallow, deep, and anchored pile foundations; slope stabilization and protection; application of geosynthetics, and evaluation of dynamic pile testing. Determine seismic loading, evaluate liquefaction effects and mitigate hazards. Perform site investigations and develop geotechnical information for underwater soil excavation, dredging and disposal.

B2.6 Coastal Engineering. Develop and interpret site-specific metocean data for the design of nearshore facilities; control of erosion or accretion; design of floating and fixed structure; and development of harbors and mooring facilities.

B2.7 Electrical Engineering. Perform electrical engineering analysis and design for development of ferry terminal, harbor and seaplane facilities. Inspect equipment installation, wiring, and connections for code compliance. Design utility connections, standby generation systems, area lighting, power hydraulic equipment, vessel connections to shore power, phone and internet communications, and security systems.

B2.8 Control System Engineering. Perform control system engineering analysis and design for operation of terminal building environmental systems. Design and implement control systems for positioning of transfer bridges with the use of programmable logic controllers operated using local and remote radio controllers.

B2.9 Hydraulic Engineering. Perform hydraulic engineering analysis and design for hydraulically powered lift equipment of the bridge transfer system.

B2.10 Mechanical Engineering. Perform mechanical engineering analysis and design of HVAC, plumbing and other mechanical systems related to coastal facility uplands and terminal buildings.

B2.11 Corrosion Engineering. Perform engineering analysis and design for corrosion control of steel structures in the marine environment. Specify coating systems, cathodic protection components and monitoring/testing equipment for nearshore, fixed and floating structures.

B2.12 Surveying. Perform cadastral, topographic and

bathymetric surveys. Coordinate with the design team and the Department's right-of-way office.

B2.13 Drafting. Perform drafting services for conceptual drawings, project scoping drawings, permit drawings, construction drawings, topographic drawings, and 3-dimensional modeling. Drafting personnel must have experience with both civil and structural drawing and detailing.

B2.14 Permitting. Assist with environmental permitting document development. Such as preparation of drawings and figures for various permit applications, providing technical expertise for negotiations with resource agencies, public involvement coordination and meetings, environmental review for geotechnical investigations, pile driving data and tables for Incidental Harassment Authorization (IHA)/Section 7 Endangered Species Act (ESA) Consultations, and material quantity calculations.

ARTICLE B3.0 PROJECT STIPULATIONS

B3.1 The work of this Contract is to provide design services for Projects within the Department's Southcoast Region. This Contract is Five (5) Term Agreements that may be utilized on a variety of Southcoast Region Projects including both State and Federally funded Projects. In recognition that each Project is unique, several items are included in this Statement of Services that may or may not be applicable to individual Projects. For example, the type of work for a particular Project may not require all the specialty staff itemized in Article B2.0 and, depending on location of a particular Project, travel may or may not be applicable.

B3.2 Anticipated Period of Performance

B3.2.1 Term Contract. The period of performance for the term Contract is three years. The term Contract may be extended for one year, a total of two times, resulting in a total term Contract timeframe of up to five years.

B3.2.2 Individual RFS's. The anticipated period of performance will be defined in each Request for Services (RFS). The period of performance is negotiable. In addition, the target dates may be adjusted by the Department as required to complete the work. Any changes to the periods of performance or Tasks must be authorized in writing by the Department.

B3.2.3 Contract Completion Date: Each Notice to Proceed (NTP) issued will identify the Contract completion date for all work required under the specific Tasks associated with the assigned Project(s).

B3.3 Awarding Project Assignments

B3.3.1 Execution of this Agreement does not guarantee any Project assignments. Projects will be assigned on a

competitive basis per the Department's Professional Services Agreement (PSA) Manual.

B3.3.2 The Department will prepare a detailed written Request for Services (RFS) identifying the following for each Project(s) assignment:

- Scope of the Project(s)
- Detailed Statement of Services, list of Tasks, and other requirements necessary to establish the type of services required to accomplish the work.
- Department provided services.
- Deliverables required.
- Anticipated Project(s) schedule(s).
- Funding limitations (i.e. - accomplishing the work using multiple funding-aid agreements or grants).
- Briefing (If requested).
- Proposal Requirements and Evaluation Criteria.

B3.3.3 After issuing a Request for Services, the Department may conduct a Project-specific briefing for the Term Agreement Consultant Managers to discuss Project requirements and answer any questions.

B3.3.4 Each Consultant will provide a proposal letter by the deadline given in the RFS. The proposal will define the scope of services and identify Tasks, Deliverables, Project Manager, other key individuals and their areas of responsibility, and any special considerations or requirements. Additionally, the proposal letter must include a schedule for completion. A price proposal is not required with the proposal letter.

B3.3.5 Evaluation and Selection: The Department will select the Consultant(s) whose proposal best meets the identified evaluation criteria and is most advantageous to the Department. The evaluation criteria may include, but is not limited to the following:

- Distinctive and substantive qualifications or knowledge of the Project, project area, or services for undertaking the proposed project.
- Identify proposed staff that will specifically contribute to the subject project, and their experience and availability.
- Past performance on previous projects that the proposed staff worked on that are related in scope to the subject Project.
- The Consultant's capability to meet the proposed Project(s) schedule(s).
- Any assumptions made in formation of the proposal, and the support expected from the Department.

The Department will notify all proposers which Consultant was selected for each Request for Services.

B3.3.6 When contracting in the amount of \$10,000 or less for additional professional services that expand upon or modify project assignments under contract by the original Consultant, and the Department concludes it may not be practical or reasonable to require other Consultants to compete, the Department retains the right to award that

work to the original Consultant currently working on the project.

B3.4 Negotiations:

- The Department will negotiate the identified services under the terms of the Contract.
- The Department may conduct a pre-negotiation meeting and/or briefing for the Consultant's Managers and Staff to discuss Project requirements, cost considerations and Project schedule.
- The Department and Consultant will negotiate the method of payment to be used (Fixed Price; Cost plus Fixed Fee; or Time and Expenses). The method chosen will be determined during negotiations and be specified in the NTP.
- For Project(s) using multiple funding-aid agreements or grants, the negotiation of the price is limited to the services expected to be performed under the available first funding allocation or grant. The NTP will be limited to the services covered by the negotiated fee. The price negotiation for subsequent services (i.e., services included in the Request for Services but not in the initial NTP) will be included in a revised NTP at a later time.
- If the Department and the Consultant cannot agree upon a fair and reasonable price (labor, indirect, expenses, subconsultants and fee), then the Department will terminate negotiations with the Consultant for requested services. The Department will then enter negotiations with the next ranked Consultant. If no additional firms were identified and ranked or agreement is not reached with any selected Consultant, then the Department will initiate a new procurement action.

B3.5 Notice to Proceed (NTP):

- The Department will authorize the identified Project-specific services by issuing consecutively numbered NTPs (i.e., NTP 1, 2, 3). The Department will authorize revisions to a current NTP by issuing consecutively alphanumeric NTPs (i.e., NTP 1a, 1b, 2a, 2b).
- The selected or revised proposal letter(s) may be attached to a NTP when issued and, if attached, will become part of the agreement requirements.
- The work is authorized to begin after the Department signs the NTP. The Department will send it to the Consultant. Upon receipt, the Consultant will review, sign and return a copy of the NTP to the Department's Contract Manager.
- The Contracting Officer may occasionally authorize the Consultant to begin the work by issuing a temporary NTP in writing when time is of the essence. The Department will issue a written NTP within 72 hours after issuing the temporary NTP.

B3.6 Invoices:

- The NTP is also an invoice form that is to be used to request and authorize payments.
- For Cost plus Fixed Fee and Time and Expenses-type reimbursements, in addition to the NTP form, the Department will provide a Cost Reimbursement Billing Detail form, Compensation, Appendix C, Exhibit C-4. The Consultant must submit this form with the invoices.

- The Department reserves the right to partially pay for or not process an invoice when a Task Group labor, indirect cost (cost plus fixed fee only), expense item or subconsultant invoice exceeds the NTP authorized amounts. The Department will not process future payments until they issue a revised NTP.
- All invoices submitted by the Consultant are required to bear the Department's assigned project number and title. Direct or copy all invoices to the Contract Manager.

ARTICLE B4.0 ADMINISTRATIVE REQUIREMENTS

B4.1 General. The Consultant will provide services as identified and authorized by sequentially numbered Notices-to-Proceed (NTP). The Consultant will not perform services or incur billable expenses that are not authorized by the Department's NTP.

B4.2 Professional Registration. All reports, plans, specification, estimates and similar work products provided by the Consultant is required to be prepared by or under the direct supervision of the Registered Engineer(s), Architect(s), Land Surveyor(s) or Landscape Architect(s) acting in responsible charge for the services. These licensed professionals are required to be currently registered in the State of Alaska, and will seal, sign and certify as to the accuracy of each final work product for which they are responsible.

B4.3 Key Project Staff. The Consultant is required to identify their Professional Staff by listing each Position Title, Name and specific Area(s) of Responsibility deemed necessary to provide the requested services as identified under Article B2.0, Summary of Contract Services. All services must be performed by or under the direct supervision of the listed individuals. The Consultant agrees to provide the full complement of Project Staff listed in their proposal for the duration of this Contract. Should the Consultant need to propose changes to the Project Staff originally identified for evaluation in their proposal, due to any cause beyond their reasonable control, the Consultant will provide a written notice of the proposed substitute(s) to the Department for approval. Demonstrate in the notice that the proposed substitute(s) has similar, or superior, qualifications and experience necessary to perform the required duties. The Department has the sole right to determine whether key personnel proposed as substitutes are qualified to perform the work in the specific Area(s) of Responsibility, as stated. All changes made to the key staff are to be approved by the Department, in writing, before implementing.

B4.4 Management: The Consultant's Project Manager is responsible for tracking their involvement, staffing, time, costs and expenses. Quality control of the Consultant's own work effort will be accomplished in accordance with the Consultant's usual and customary management practices. The Consultant's Project Manager will be responsible for and involved with the resolution of staffing needs and personnel problems.

The Consultant is responsible for the managing, supervising, and scheduling of its staff and Subconsultants. However, the Department expressly retains the right to order the removal of any person who does not perform in a polite, proper and skillful manner, or is intemperate or disorderly. The Department Project Manager will provide the Consultant with a written removal order prior to removal of consultant personnel. The Consultant will remove the specific employee from the Project as soon as practicable, but in no case longer than 24 hours, after receipt of written notification. If the Consultant fails to remove such person or fails to furnish suitable and sufficient personnel for the proper prosecution of the work, the Department may suspend the Consultant's work by written notice until in compliance. All costs to the Department for delay as a result of suspended work, or to provide substitute staff, may be deducted from any moneys due to the Consultant.

B4.4.1 Subconsultants: The Consultant will be wholly responsible for their subcontracted work and will ensure that their Subconsultants meet the requirements of this Agreement. Communication, representation, and resolution of all issues with Subconsultants will be through the Consultant.

B4.5 Project Schedule. The Consultant will set up an electronic schedule for each Project. The schedule should be maintained and updated on a regular basis. The Department can request the project schedule at any time. When requested the Consultant will send the project schedule via email to the Departments Project Manager.

B4.5.1 Schedule Changes. Schedule changes can be negotiated with the Department. All changes made to the schedule are to be approved by the Department, in writing, before implementing.

B4.6 Monthly Invoices Unless otherwise indicated, the Consultant is to provide a monthly billing invoice (using the NTP form) until the final invoice is submitted. With the billing invoice the Consultant will provide a billing report. In the billing report briefly describe the services and expense items for which the billing is submitted. Include staff names, hours worked, billing rates, and an estimate of the percent of services completed. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

B4.7 Correspondence. All written correspondence prepared by the Consultant is required to bear the Department's project title and the assigned State and Federal Project Number(s).

B4.8 Communication is expected to be conducted by e-mail messages, telephone conferences and face-to-face meetings as appropriate. Memoranda may be requested for preliminary or interim documents or to provide status reports. No particular format is required for the less formal documents. It is not our intention or desire for the Consultant to create a lengthy written record of status

reports and memos. In general, a phone call is preferred over written communication if adequate to transmit information or get an answer to a question.

B4.9 Coordination. The Consultant shall participate in and facilitate Project coordination meetings with the Project Manager for the duration of the Project. These meetings will be held monthly, or at intervals deemed necessary for the Project progression. The intent of these meetings will be to discuss Project progress, resolve issues, and receive guidance and/or direction from the Department. The Consultant will prepare and submit a 6-week look-ahead schedule and summarize any updates to the overall Project.

B4.10 Project Meetings. Meetings can be held via teleconference or in-person to review Project status and address questions.

B4.10.1 Meeting Agenda. For all meetings, the Consultant will prepare an agenda and lead a discussion of action items. The agenda will be sent to all meeting attendees a minimum of one day prior to the meeting time.

B4.10.2 Meeting Minutes. For all meetings, the Consultant will develop and distribute meeting minutes to all attendees. The meeting minutes are to be typed and sent to all meeting attendees within five calendar days.

B4.11 Availability: Always employ sufficient, knowledgeable, skilled, and experienced personnel as well as adequate equipment for prosecuting the work to full completion in the manner and time required by this Agreement. All staff members must be available for sufficient hours to match the project schedule.

ARTICLE B5.0 CONSULTANT WORK PRODUCTS

B5.1 Document Submittal. All items delivered to the Department for reproduction are to be organized and delivered in one complete PDF document. For any documents requiring an original seal, hard copies will be requested by the Department.

B5.1.1 Copies. The Department will reproduce and distribute all copies as needed.

B5.1.2 Page Numbers. Number document pages, and clearly identify every major component (Plans Specs, Estimate, Calculations, Sections, etc.).

B5.1.3 Covers. The cover of all documents, reports, drawings and/or calculations will include the following information:

- a. Document Name
- b. Date
- c. Indicate whether draft or final
- d. Project Name
- e. State and Federal Project Number(s)
- f. Prepared for: Alaska Department of Transportation and Public Facilities
- g. Prepared by:

- h. Map and/or picture of Project area

B5.1.4 Consultant Name on Plan Sheets and Documents. Consultant logos are not allowed on any electronic or hard copy document produced for the Department. On plan sheets, the Consultant's company name will be shown in the box adjacent to the engineer's seal. The Consultant's name is required to be in the same font as other lettering on the plan sheet, be 1/16" or less in height on an 11" x 17" plan sheet, and formatted as follows:

PLANS DEVELOPED BY:
COMPANY NAME

Other documents produced for the Department may include the Consultant's company name at the bottom of the first page, cover sheet or title sheet only. The Consultant letterhead is allowed only as exhibits in document appendices.

B5.1.5 Plans, Maps, and Final Drawings are to be submitted in Department format and reproducible in electronic format on 8.5" x 11" or 11" x 17" size sheets unless another medium is specifically called for in the Contract.

B5.2 Standards, Guidelines, References, and Software. The Consultant is required to use the most current edition of any publication, standard, guideline, reference or software that has been adopted by the Department at the time the design services begin. Major changes in design guidance that occur during a Project, and which will require revision of the design criteria, will be addressed by amendment.

B5.3 Drafting. The most current version of AutoCAD and/or AutoCAD Civil 3D (C3D) adopted by the Department will be used for all linework and modeling. Use drafting procedures outlined in the current DOT&PF CAD Standards and Drafting Guide unless directed otherwise by the Department. Use the Department's AutoCAD template files, 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.

B5.4 Project Specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (current edition). The Department will assist the Consultant with the development of the project specifications (Special Provisions) in accordance with current DOT&PF design standards. When applicable, the Department will furnish draft specifications from similar, past projects that are pertinent to the Project in electronic format (MS Word). The Consultant will edit all appropriate specifications sections to suit the Project and compile the final Special Provisions document. The Department will prepare all front-end specification documents including bid forms and standard provisions associated with Division 100.

B5.5 Project Construction Cost Estimates must be

prepared in accordance with current Department standards using AASHTOWare preconstruction software. Access to the program and instructional documentation for the software will be furnished by the Department. When applicable, the Department will provide a sample estimate, or will assist with furnishing historical bid data for similar past projects.

B5.6 Final Documents. Seal final documents by a professional engineer, architect or surveyor appropriately licensed for the work in the State of Alaska. Include original source electronic documents (word processing, excel, AutoCAD, finite element analysis, etc.) in final document submittals. AutoCAD files of all final drawings are required to be submitted (w/electronic EOR seal omitted). The Consultant will provide the AutoCAD file directory to the Department to ensure dependencies among files are maintained. An organized calculation package is required as part of the final submittal package.

ARTICLE B6.0 QUALITY CONTROL PROCESS

B6.1 Consultant's Quality Control and Engineering Review Process. Prior to Deliverables being submitted to the Department, the Consultant will perform an internal review for quality control (QC). The Consultant will develop a QC plan that includes checklist and procedures for review of products prior to submission. If requested, the Consultant is required to furnish copies of any redlines and completed QC checklists.

B6.2 Proofreading. Submit documents that are free of mathematical, grammar, spelling and typographical errors. The Consultant is responsible for professional proofreading of all documents to meet the intent of this requirement.

B6.3 Errors and Omissions. Final work products are to be essentially complete when submitted to the Department. Work products having significant errors or omissions will not be accepted until such problems are corrected. Refer to DOT&PF Form 25A269-Indemnification and Insurance, for more information on Errors and Omissions.

B6.4 Review Meetings. When formal reviews are required, the Department will provide written comments and may request a meeting to discuss any issues. If a review meeting is scheduled, the Consultant's personnel who are in-responsible-charge for the work products under review will attend the meeting and may be asked to interpret and provide explanations of the content.

B6.4.1 Review Comment Resolution. The Consultant is required to provide a written response, and subsequent submittals, that addresses all written and oral comments from the Department. All changes from previous submittals shall be clearly explained.

B6.5 Revisions. 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, are considered a subsidiary part of the Consultant's services.

ARTICLE B7.0 PROJECT RECORDS

B7.1 General: If requested, immediately make available to the Department all Project records. Project records include drawings, calculations, correspondence, emails, photos, videos or any documents that were created or obtained for the purposes of the assigned Project.

B7.2 Document Ownership: All documents prepared by the Consultant under the terms of this Agreement will be delivered to and become the property of the Department upon Project completion.

B7.3 Electronic Project File: Maintain a complete electronic Project file of all Project documentation. In addition, provide offsite backup of the electronic files.

The electronic Project file will be maintained concurrently with Project documentation. Copies of all documents generated should be added to the electronic project file at the time the document is generated. Working copies and drafts are to be segregated from finalized Project documents. Use a chronological file naming convention, one example being YY DD and Project #.

The Department can request copies of the electronic Project files at any time. The Project files are required to be a complete record through the most recent pay invoice submitted by the Consultant. Provide copies within five (5) working days of the request unless a greater time is approved by the Department's Project Manager.

Cloud based file storage hosted by a third party is acceptable as a backup only. Cloud based file storage is not endorsed by the State of Alaska because it is a security risk and may not be used for transmittal of electronic files to the Department.

B7.4 Email: Project staff are required to organize email related to the Project in a Project folder so that all email relating to the Project can be easily exported for use by the Department if requested.

ARTICLE B8.0 PERMITTING REQUIREMENTS

B8.1 Environmental permitting is not part of this solicitation. The Department intends to conduct this service in-house or with other consultant staff.

B8.2 Environmental Support. Provide supporting information as requested by the Department to complete the Federal or State environmental document and associated regulatory agency approvals and environmental permits. Environmental support may be required as described below.

B8.2.1 USACE Permit. Provide drawings for permit applications in accordance with the Corps Permit Checklist.

B8.2.2 Incidental Take of Eagles Nest. Provide permit figures for the Incidental Take of Eagles Nest Application.

B8.2.3 Section 7 ESA Consultation and IHA. Provide information necessary to complete the consultation documentation and permit application relating to pile sizes, driving times, drilling components, drill times, fill quantities, etc.

B8.2.4 Impacts to Historic Properties. Provide assistance with the 'Area of Potential Effect' figures for Section 106 National Historic Preservation Act or Alaska Historic Preservation Act consultations.

B8.2.5 Public Involvement. Provide support with public involvement Tasks including coordination with jurisdictional agencies and local Stakeholders, and public meetings.

B8.2.6 Geotechnical Investigations. Provide support with environmental review needs for geotechnical investigations, including graphics for public notice efforts and a geotechnical plan. Support may also be needed with USACE Permit Drawings B9.2.3, and figures relating to B9.2.4.

B8.3 Right-of-Way (ROW). Right-of-Way is not part of this solicitation. The Department intends to conduct this service in-house.

B8.3.1 ROW Support. Provide supporting information as requested by the Department to complete the right-of-way review.

ARTICLE B9.0 BUY AMERICA(N) REQUIREMENTS

9.1 Buy America Act. Federal Highway Administration (FHWA) funded Projects are subject to Buy America requirements per 23 CFR 635.410.

9.2 Buy American Act. Federal Aviation Administration (FAA) and Federal Transit Authority (FTA) funded Projects are subject to Buy American requirements per 49 USC Section 50101.

9.3 When applicable, the Consultant will comply with the product and material procurement provisions identified in the Acts above. Preferentially specify products with at least one domestic source. Notify the department if there is no readily available domestic source or suitable substitute for products used in the design.

ARTICLE B10.0 INFORMATION FURNISHED BY THE DEPARTMENT

B10.1 General: The current editions of the items listed

below are available from the Department:

B10.2 AK DOT&PF Standards, Policies and Regulations:

- AK DOT&PF Publications - Directives, and forms from the Department
<https://dot.alaska.gov/stwddes/dcpsubs/directives.shtml>
- AK DOT&PF Policies and Procedures
<https://dot.alaska.gov/admsvc/pnp/>
- AK DOT&PF Professional Services Agreement (PSA) Manual
https://dot.alaska.gov/procurement/prosvcs/assets/Prosvcs_PSAManualComplete.pdf
- AK DOT&PF Design & Construction Standards-Standard Specifications
<https://dot.alaska.gov/stwddes/dcsspecs/index.shtml>
- AK DOT&PF Bridge Design – Alaska Bridges and Structures Manual
<https://dot.alaska.gov/stwddes/desbridge/bridgemanual.shtml>
- AK DOT&PF Southcoast Region Asbuilts
<https://dot.alaska.gov/sereg/asbuilts/index.shtml>
- AK DOT&PFAMHS Shore Facilities Conditions Survey Report
https://dot.alaska.gov/project_info/AMHS_Shore_Fac_Report.shtml
- AK DOT&PF AASHTOWare Project Website
<https://dot.alaska.gov/aashtoware/>

B10.3 Project Specific Documents. Project specific documents that are available from the Department will be specified in each Request for Services. These documents are not limited to, but may include the following:

- Asbuilt Plans and Specifications
- Geotechnical Data
- Pile Driving Logs
- Existing survey data (topographic or bathymetric).
- Inspection reports and photographs

ARTICLE B11.0 CONSULTANT FURNISHED ITEMS

B11.1 General. The Consultant will furnish, at its own expense, all labor, materials, computers, software, design references, equipment, safety gear, office supplies and any other items necessary to complete the work pursuant to the Contract agreement.

Essential items will include:

- Drafting: AutoCAD/AutoCAD C3D 2021 preferred.
- Microsoft Office Suite: Word, Excel, PowerPoint, Project.

- Finite Element Analysis Program: RISA 3D preferred.
- PDF Reader: Adobe Acrobat preferred.
- Email: Microsoft Outlook.
- Messaging: Microsoft Teams preferred.
- Inspection equipment: camera, safety gear, lead line, cathodic protection meter, ultrasonic thickness gauge, etc.
- And any other programs, design standards, and equipment necessary to perform the work.