



# Alaska Department of Transportation & Public Facilities

## REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART



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### Proposed Statement of Services

Other: Sample Appraisal reports from the Appraisal Contractor are available upon request before bidding. **Written requests and a signed Confidentiality Agreement must be received by the Department by 4pm 27<sup>th</sup> of February 2023** to allow the Department to process and respond to the request and allow for Offeror's time to prepare their bid accordingly.

Additional information may be available for review on the DOT&PF Website: <http://www.dot.state.ak.us/rfpmgr/lg.cfm>

### ISSUING OFFICE

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

### PROJECT

**RFP NUMBER** .....: **25233043**  
 Project Numbers-State/Federal .....: **Z675710000 & Z676850000 / 0902031 & 0902039**  
 Project Site (City, Village, etc.).....: **Ketchikan**  
 Project Title & Contract Description.....: **KTN- S. Tongass Hwy.: Saxman to Surf Street Pavement Rehabilitation & KTN- S. Tongass Hwy.: Deermount to Saxman Widening Project- Eminent Domain Appraisal Reviews**

**The Department is seeking professional eminent domain Appraisal Review services for the aforementioned project as outlined in Appendix B – Proposed Statement of Services.**

### SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: March 15, 2023 to December 31, 2025

#### Estimated amount of proposed contract:

- |                                                 |                                                              |                                                 |
|-------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Less than \$200,000    | <input type="checkbox"/> \$200,000 to \$250,000              | <input type="checkbox"/> \$1,000,000 or greater |
| <input type="checkbox"/> \$250,000 to \$500,000 | <input checked="" type="checkbox"/> \$500,000 to \$1,000,000 |                                                 |

#### Proposed Method(s) of Payment:

- |                                                                      |                                                            |                                                                |
|----------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Fixed Price Plus Expenses (FPPE) | <input checked="" type="checkbox"/> Firm Fixed Price (FFP) | <input checked="" type="checkbox"/> Cost Plus Fixed Fee (CPFF) |
|                                                                      | <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 13, 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](mailto:srdotpfcontracts@alaska.gov) and [eric.verrelli@alaska.gov](mailto: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 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 The Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to [rdotpfcontracts@alaska.gov](mailto:rdotpfcontracts@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, to send files over 20MB in size, send an email indicating your intent to use the Department's ZendTo FTP and then transmit all files using <http://drop.state.ak.us/drop>. The Contracting Agency will either print out proposals in color for distribution, or email a PDF to the Evaluation Committee.**



## SUBMITTAL CHECKLIST

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

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

- [ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [ ] 2. Review Part A - RFP and Proposed Statement of Services and any other attached or referenced materials. If no Proposed 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 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: **Four (4)**. Attached page limit does not include the four-page Part D - Proposal Form, Former Employee's Certification of Eligibility (Ethics Act), Form 25A269, Indemnification & Insurance or Att 2 Appraisal Review Bid Sheet.  
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."

- [ ] 9.
- [ ] 10. Parts A, B and C of Form 25A270 and 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 attached -- **except Billing Rates, Price Proposals** – (see Paragraph 10.3 below). 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** of Att 2 Appraisal Review Bid Sheet bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [ ] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.
- [ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# EVALUATION CRITERIA

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 5

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Proposed Statement of Services provided with this RFP. Also, consider if the Proposed Statement of Services is sufficiently explicit; and would produce credible deliverables; if expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response.

### 2. Methods

2. Weight: 5

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 your proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firm(s) (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods.<sup>1</sup> 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** that your firm(s) may use.

### 3. Management

3. Weight: 5

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

### 4. Proposed Project Staff

4. Weight: 25

Provide a summary of qualifications, active certifications, relevant training, experience, and a list of typical work and clientele.

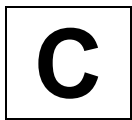
Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Review Appraiser (s) and Waiver Valuation Administrative Consistency Spot Checker (if different from Review Appraiser(s).

Review Appraisers must have an active Alaska General Certification in good standing with successful experience in eminent domain appraisal review (especially for Federally- and State-funded projects Alaska) and must be specifically identified in your proposal.

Continued Next Page

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



Describe the work to be performed by the individuals you name to perform essential functions above 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 listed, identify and summarize their:

- State of residency and base office location; and
- Qualifications and relevant experienced to the function(s) they will perform. Specific to Review Appraisers, identify and demonstrate their:
  - Active Alaska General Real Estate Appraiser Certification in good standing (number and expiration date) (Certification must be maintained in good standing throughout the contract period);
  - Competency (including geographic) to perform the complex analyses expected for the specific property types and related transactions (consider delineating such things as each individual's knowledge, education, training, and experience successfully providing services adhering to the stated scope, especially for eminent domain Appraisal Review for State- and Federally-funded projects in Alaska in compliance with USPAP Standards 3 and 4; the Alaska Right-of-Way Manual: the Uniform Act (49 CFR Part24); and Alaska DOT&PF policies, practices, and relevant case law, including estimating damages and special benefits, handling temporary and permanent easements; and expert witness testimony); and
  - Statement that there are no conflicts of interest with any property owners or the Contract Appraiser(s)

**5. Workload and Resources**

**5. Weight: 5**

Response must: (1) discuss both current and potential time commitments to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which you 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 reprioritize other existing work, and resources to maintain the proposed project schedule.

**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.

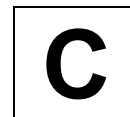
Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

**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: 10

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 5% of total labor effort)  |
| 2. Project Management                            | (Estimated at 5% of total labor effort)  |
| 3. Waiver Valuation Administrative Spot Checking | (Estimated at 10% of total labor effort) |
| 4. Appraisal Review                              | (Estimated at 80% of total labor effort) |

\*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates submission 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: 15**

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.**

| <u>Job Classification</u> | <u>Name</u> | <u>Total Hours</u> | <u>Rate(\$/hr)</u> | <u>Proposed Costs (\$)</u> |
|---------------------------|-------------|--------------------|--------------------|----------------------------|
|                           |             |                    |                    | 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, document 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.**

| <u>Item</u> | <u>Quantity</u> | <u>Cost (\$/Unit)</u> | <u>Proposed Costs (\$)</u> |
|-------------|-----------------|-----------------------|----------------------------|
|             |                 |                       | 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)

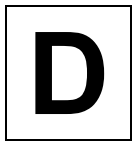
If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.**

- 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



**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.....: | <b>Z675710000 &amp; Z676850000/0902031 &amp; 0902039</b>                                                                                                                      |
| Project Title .....                 | <b>KTN- S. Tongass Hwy.: Saxman to Surf Street Pavement Rehabilitation &amp; KTN- S. Tongass Hwy.: Deermount to Saxman Widening Project- Eminent Domain Appraisal Reviews</b> |
| REP No.....                         | <b>25233043</b>                                                                                                                                                               |

### OFFEROR (CONTRACTOR)

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

### 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): |                                                                                                                                                      |
| <input type="checkbox"/> Alaska Bidder (Offeror) <b>AND&gt;&gt;</b>                                                   | <input type="checkbox"/> Veterans <b>AND&gt;&gt;</b> <input type="checkbox"/> Employment Program <u>or</u> <input type="checkbox"/> Disabled Persons |

### PROPOSED SUBCONTRACTOR(S)

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

### CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/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 .....      | Date:              |
| Title.....      | Telephone (voice): |
|                 | (fax):             |
|                 | Email Address:     |

## CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

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

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

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

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

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

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

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

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

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

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

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



# PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

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

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

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

## CERTIFICATION

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

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

|                                                  |                                                                               |
|--------------------------------------------------|-------------------------------------------------------------------------------|
| Office Address for which this Submittal is made: | Address where Accounting Records are maintained,<br>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).**

## APPENDIX A: NON-DISCLOSURE AGREEMENT

Prospective Bidder, \_\_\_\_\_, is interested in submitting a bid for RFP# 25233043 Eminent Domain Appraisal Review Services. Prospective Bidder may be retained by DOT&PF to provide said services and in order for Prospective Bidder to provide an informed bid on such services and assert their required project competencies, DOT&PF agrees to provide a sample copy or copies of the Appraisal(s) to be reviewed and/or exemplar Appraisal reports by the same Appraiser, if available. Prospective Bidder understands and agrees that such Appraisal reports are not yet reviewed, accepted, or approved, and are not yet available to the property owners or the public and thus constitute confidential internal work product ("Confidential Information"). Therefore, in consideration of and as a condition of Prospective Bidder obtaining such copies solely for bidding purposes, Prospective Bidder will not disclose any Confidential Information. Confidential Information shall remain the property of DOT&PF and shall be used by Prospective Bidder solely for bidding purposes and will be destroyed on or before the award of the review contract.

Prospective Bidder may disclose Confidential Information only to such employees, agents, representatives, contractors, and subcontractors of Prospective Bidder that need to know for the purpose of bidding. All such persons agree to be bound to the same non-disclosure of Confidential Information as Prospective Bidder and Prospective Bidder agrees to ensure all necessary and reasonable steps are taken to ensure this Agreement is not violated and Confidential Information remains confidential. Any party may disclose Confidential Information to the extent requirement by any judicial, administrative, or other governmental order.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

***A written request for the sample Appraisal reports and this signed Agreement must be received by the Department at [heather.oclaray@alaska.gov](mailto:heather.oclaray@alaska.gov) by 4PM 27 February 2023*** to allow the Department to process and respond to the request and allow for Prospective Bidder's time to prepare their bid accordingly.

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

IRIS Program No: Z675710000 &  
Z676850000  
Federal Project No: 0902031 &  
0902039  
Date Prepared: 05/09/2019

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

### ARTICLE D1 INDEMNIFICATION

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

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

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

### ARTICLE D2 INSURANCE

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

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

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

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

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

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

**MINIMUM LIMITS OF E&O INSURANCE**

| <u>Contract Amount</u> | <u>Combined Single Limit, Per Occurrence &amp; Annual Aggregate</u> |
|------------------------|---------------------------------------------------------------------|
| Under \$25,000         | As Available                                                        |
| \$25,000 to \$100,000  | \$300,000                                                           |
| \$100,000 to \$499,999 | \$500,000                                                           |
| \$500,000 to \$999,000 | \$1,000,000                                                         |
| \$1,000,000 and over   | Negotiable                                                          |

D2.1.5 Professional Liability Insurance required for this

Agreement is

\$500,000

**ARTICLE D3**

**MODIFICATION OF INSURANCE REQUIREMENTS**

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

**CONTRACTOR RELATED MODIFICATIONS**

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

**PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE**

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

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

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

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

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

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

**CONTRACTING OFFICER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

# PROPOSED STATEMENT OF SERVICES

## APPENDIX B

|                     |                         |
|---------------------|-------------------------|
| RFP No:             | 25-233043               |
| IRIS Program No:    | Z675710000 / Z676850000 |
| Federal Project No: | 0902031 / 0902039       |
| Date Prepared:      | 10 February 2023        |

### Eminent Domain Appraisal Review Services for KTN – South Tongass Highway: Saxman to Surf Street Pavement Rehabilitation & KTN – South Tongass Highway: Deermount to Saxman Widening Project

The Contracting Agency is seeking professional services for Formal Eminent Domain Appraisal Reviews and related support services for the project identified above.

The estimated period of performance is ~2 years, approximately beginning February 2023 and ending December 2025. Date extensions to complete work after the initial period is exhausted may be needed at the Department's discretion depending on the existing Appraisal Contract.

#### **ADDITIONAL PROPOSAL REQUIREMENTS: MUST BE ADDRESSED IN THE SUBMITTED PROPOSAL**

See DOT&PF Form 25A270, Parts A-D for submission requirements, qualifications, certifications, and experience relevant to this project.

#### **SCOPE**

Provide to Department formal Eminent Domain Appraisal Review Services for the above-named project. As of the publication date of this RFP, the anticipated list of parcels, Appraisal reports, and Waiver Valuations is shown on Appendix C: Att 1A Preliminary Right-of-Way Plans 67685, Att 1B Preliminary Right-of-Way Plans 67571, and Att 2 Appraisal Review Bid Sheet. Multiple parcel Appraisals may be combined within a single report, subject to the Appraiser's determination.

The successful Offeror shall provide services to ensure a transparent, consistent, and reliable acquisition and disposal process of integrity to maintain a high level of public trust by providing comprehensive Appraisal Review services employing:

- critical analyses of the Appraisal process reflected in the Appraisal report;
- methods of establishing the quality and credibility of the Appraisal; and
- supported Recommendation of Just Compensation for the proposed acquisition of property for State- and Federal-aid funded projects.

#### **Tasks:**

**The tasks for Offeror (Review Appraiser) in this contract may be engaged separately or in combination under a Notice to Proceed and include:**

**Task 1:** Formal Eminent Domain Appraisal Reviews; informal, administrative consistency spot checks of any Waiver Valuations; related coordination with Appraisal Contractor and Department; and technical advice and assistance to Department as needed, including on issues of project design and parcel selection as related to property acquisition challenges and Appraisal matters. This project specifically involves appraisals performed by Steve Parent of CBRE, Inc. (hereafter Appraisal Contractor). The Department has identified approximately 166 parcels including fee simple, easement, and temporary construction easement acquisitions for which the Appraisal Contractor is expected

to produce approximately 92 appraisal reports. In addition, 19 of these parcels may require approximately 6 2<sup>nd</sup> Appraisals performed by an as yet undetermined Appraiser. And finally, the Department will produce approximately 19 Waiver Valuations for 22 additional parcels.

Offeror (Review Appraiser) shall:

- perform formal, compliant Appraisal Reviews for all First Appraisals and for all Second Appraisals when Just Compensation may approach the threshold of \$1 Million or greater;
- work independently and directly with the Appraisal Contractor to produce compliant, credible, reliable Appraisals and complete Appraisal reports, coordinate Appraisal deliveries, and make every effort to resolve concerns to produce final Appraisal and Appraisal Review reports acceptable to Department;
- inform Department immediately upon discovery or anticipation that just compensation may approach the Second Appraisal threshold of \$1 Million or greater;
- inform Department immediately if it is determined that site visits are necessary and provide written justification (see note\* in PRICE, SCHEDULE, AND FORMAT FOR DELIVERABLES Section of this SOS regarding required authorization for field reviews);
- review all Appraisals, including Third-Party Appraisals originating from other sources (such as property owners), to the same standards;
- keep Department apprised of Appraisal Contractor's progress and submit updates to Department's Appraisal Review Log tracking Appraisal status and timing statistics at least twice monthly or more often upon request;
- notify Department immediately and assist in amending Appraisal scope, Appraisal Review scope, or appropriate Contract Amendments as appropriate when it is necessary to develop credible and defensible analyses and compliant transactions;
- notify Department immediately and assist in determining the next appropriate course of action (to include Reviewer Acting as Appraiser as set forth in the Alaska Right-of-Way Manual) when it is impossible or impractical to obtain an acceptable Appraisal and the Appraisal must be Rejected or due to Appraisal Contractor's failure to complete an acceptable Appraisal in a timely manner;
- spot check Waiver Valuations (no formal review or [Review Appraiser's Recommendation of Just Compensation Form 25A-R505](#) required);
- ensure consistency across the entirety of the project's valuations; and
- complete, maintain, and submit:
  - acceptable [Appraisal Report Checklist Form 25A-R510](#) for each Appraisal Review;
  - acceptable [Review Appraiser's Recommendation of Just Compensation Form 25A-R505](#), including *calculations of the recommended compensation to extinguish the remaining fee simple interest under any existing PLOs/easements*, for each parcel (parcels combined in Appraisal reports may be combined on one Recommendation); and
  - comprehensive, confidential, true and correct copy of the Reviewer's work file for each Appraisal Review (including Reviewer's notes/mark ups, appropriate supporting documentation, final Appraisal, etc.).

\*Initial Notice to Proceed (NTP) will authorize the higher amount for field reviews, however, only desk reviews are authorized and assumed until field reviews are explicitly authorized. If Offeror determines field reviews are needed, Offeror (Review Appraiser) MUST provide to Department a written recommendation and justification therefor and receive written authorization to proceed from the Agency Contract Manager for this Contract. Likewise, if Department determines site visits are necessary, Department will notify Offeror and require field reviews at the Offeror's negotiated fees. Without explicit, written authorization, Department will pay desk review fees and will NOT pay field review fees or accept associated timelines.

**Work that may be added at a later date by Amendment is as follows (Task 3 will be required work as determined by the Department of Law, and will be conducted by the Offeror (Review Appraiser) at the Department of Law's direction):**

**Task 2:** Reviewing Revisions or Updates ([Adjustment to an Approved Appraisal for Minor Change or Addition Form 25A-R415](#) (formerly known as "Pink Sheet")); Re-Appraisals (when the Update involves more than a minor change or addition or the Appraisal Contractor and Department agree that a full new Appraisal is needed); and Appraisal Reviews of Third-Party Appraisals originating from other sources (if any); and

**Task 3:** Support litigation/legal review/reporting as engaged by DOT&PF or Department of Law, including:

- a. answering questions regarding legal matters related to the Appraisal or Appraisal Review and advising DOT&PF or Department of Law on special problems of eminent domain, condemnation, acquisition, disposal, and Appraisal techniques; and
- b. making recommendations in pre-trial court settlement and condemnation case trials and related matters (this contract does not include providing expert testimony for Department for master's hearings, litigation, and depositions).

**Required methods:**

The steps of the Appraisal Review process are outlined in the Alaska Right-of-Way Manual and reference materials from various applicable agencies and expert resources (e.g.; USDOT, FHWA, or FAA, Appraisal Foundation, etc.). The Appraisal Reviews involve Appraisals of such things as land, buildings, structures, fixtures, improvements (realty and personalty); damages to the remainder, special benefits, cost to cure, if any; the value of items compensable under State law but not eligible for Federal reimbursement; the allocation of the remaining underlying fee simple interest to extinguish under an existing easement, and the designation of any uneconomic remnants. Related duties for this task also include:

- a. working with Department and Appraisal Contractor to:
  - i. develop or amend Appraisal scope and contract terms as necessary and as Department agrees and authorizes;
  - ii. professionally evaluate Appraisal Contractor's performance and assess contract compliance (or lack thereof), including recommendation for payment authorization; and
  - iii. facilitate the Appraisal Contractor's completion of an ultimately Acceptable Appraisal and associated reports;
- b. personally investigating the project and properties, and verifying Appraisal Contractor's comparables, sources, market data, reliability, comparability, and application, including traveling for field visits when appropriate and authorized as necessary and acceptable by industry standards, and including the appropriate written certifications with justification in the Review Appraiser's final report;
- c. reviewing or performing technical studies, specialized investigations, and complex market research;
- d. reviewing methods, practices, ethics, etc. to industry and Department standards;
- e. applying "modified State Rules" where Special Benefits offset damages to the remainder but not compensation for the part taken (if no damages exist, there is no need to explore Special Benefits);
- f. interacting directly and independently with Appraisal Contractor as appropriate and facilitating corrections or modifications to obtain an Acceptable Appraisal;
- g. preparing complete and comprehensive Appraisal Review reports and making recommendations on Appraisal problems;
- h. spot checking Waiver Valuations (if any);
- i. ensuring valuation consistency throughout the entirety of the project;
- j. determining the next appropriate course of action (to include Reviewer Acting as Appraiser as set forth in the Alaska Right-of-Way Manual) when it is impossible or impractical to obtain an Acceptable Appraisal and the Appraisal must be Rejected or due to Appraisal Contractor's failure to complete an Acceptable Appraisal in a timely manner;
- k. selecting a single Approved Appraisal per parcel;
- l. making a Recommendation of Just Compensation to the appropriate Department or designee;
- m. if needed and later authorized, providing professional reviews of subsequent Revisions or Updates ([Adjustment to an Approved Appraisal for Minor Change or Addition Form 25A-R415](#) (formerly known as "Pink Sheet")); Re-Appraisals (when the Update involves more than a minor change or addition or the Appraisal Contractor and Department agree that a full new Appraisal is needed); and Appraisal Reviews of Third-Party Appraisals originating from other sources; and
- n. if needed and later negotiated and authorized, providing expert witness testimony and assistance for all work products they generate under a contract for this project, should those services be needed (it is unknown if this contract will involve providing expert witness testimony for the State for master's hearings, litigation, and depositions and exact scope and costs for expert witness services will be negotiated when they are identified and will be either added to this contract as a future amendment or negotiated under a subsequent contract for the Department of Law).

**Intended Users**

The intended users shall be State of Alaska, DOT&PF *Additional* intended users shall be State of Alaska, Department of Law, FHWA, and BIA where applicable. The purpose of the Appraisal(s) shall be for transactions related to property acquired or managed for eminent domain purposes, especially for negotiations related to State- or Federally-funded acquisition, vacation, relinquishment, exchange, or disposal. Appraisals and reports shall not be distributed to any other intended users until the Appraisal is Accepted by DOT&PF's authorized Review Appraiser.



**All work under this contract shall be completed in accordance with:**

- established Department procedures and the Alaska Right-of-Way Manual;
- Uniform Standards of Professional Appraisal Practice (USPAP);
- Alaska Constitution, Alaska Statutes (particularly, but not limited to, AS 2, AS 8, AS 9, AS 11, AS 19, AS 34, AS 35, and AS 44 as amended), and Alaska Administrative Code (particularly, but not limited to, 12 AAC and 17 AAC as amended);
- Federal-Aid laws and regulations (Federal Highway Administration and Federal Aviation Administration, particularly, but not limited to, 23 USC, 26 USC, 14 CFR, PL 91-646, 23 CFR, 25 CFR, and Uniform Relocation Assistance and Real Property Acquisition Act (42 USC 4601-4655 and 49 CFR Part 24 as amended, especially but not limited to sections on valuations, review, and [Appendix A](#)), and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA also known as “Yellow Book”) where required by a Federal agency as owner of the property scheduled for acquisition, etc.);
- US Constitution, especially Amendment 5 in the Bill of Rights; and
- applicable local ordinances.

**Failure to adhere to these requirements may result in non-payment until all requirements have been satisfied.**

**ADMINISTRATIVE REQUIREMENTS:**

**Project Staff.** All services must be performed by or under the direct supervision of the individuals named below. Only prior written Department approval shall accomplish replacement of, or addition to, the Project Staff named below:

| <b><u>NAME/POSITION</u></b>                               | <b><u>PROJECT RESPONSIBILITIES</u></b>                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____<br>Eminent Domain Review Appraiser                  | Provides all professional services, research, and expertise for the tasks on a project.<br>This is non-transferable and may not be subcontracted or assigned to other staff.                                                                                                                                                    |
| _____<br>Eminent Domain Review Appraiser                  |                                                                                                                                                                                                                                                                                                                                 |
| _____<br>Eminent Domain Review Appraiser                  |                                                                                                                                                                                                                                                                                                                                 |
| _____<br>Eminent Domain Review Appraiser                  |                                                                                                                                                                                                                                                                                                                                 |
| _____<br>Waiver Valuation Admin. Consistency Spot Checker | Assists the Review Appraiser(s) in checking for consistency in methodology and equity in valuations across the project through Waiver Valuation Administrative Consistency Spot Checks. Review Appraisers are still ultimately responsible for consistency and ensuring reports on these Spot Checks are complete and credible. |

**Professional Registration:** Offeror (Review Appraiser) shall have and maintain an Alaska General Real Estate Appraiser Certification in good standing throughout this contract. No Appraisal Review work may be done by personnel with a temporary, limited, or restricted certification from another body unless explicitly authorized by DOT&PF or Department of Law.

**Offeror shall at all times:** keep abreast of professional standards, building codes, trade practices, contracts, policy and procedure manual and advancements in the field (including knowledge of principles, policies, and procedures of Appraisals, right-of-way engineering, condemnation and real estate law, relevant court decisions, Federal-aid requirements, real estate marketing, negotiation, title examining, financing principles, and regulations, etc.); and professional and peer-group publications to effectively advise Appraisal Contractors, contractors, staff, and counsel of new developments in the Appraisal, Appraisal Review, and eminent domain fields.

Offeror shall provide signed reports and certifications as required to attest to the reliability and conformance of each final work product for which they are responsible. The work shall consistently exhibit Offeror's competency and ability to resolve the most complex and difficult Appraisal and Appraisal Review problems in a collaborative manner.

**PRICE, SCHEDULE, AND FORMAT FOR DELIVERABLES:**

**Use Att 2 Appraisal Review Bid Sheet provide costs and timelines for each of the following:**

- desk reviews\* (no travel if this option is appropriate/available) for all initial DOT&PF Appraisals and indicated 2<sup>nd</sup> DOT&PF Appraisals where just compensation may exceed \$1,000,000;
- adjustment for converting desk reviews to technical field reviews\* with travel for Reviewer's site visits;
- informal, administrative consistency spot checks of Waiver Valuations; and
- hourly consulting fee rate (if needed outside reviews and authorized under a future NTP).

Bids may be submitted for each Appraisal report, however, because parcels are subject to revision, combination, or removal, it is advisable to provide a bid allocated to each parcel.

**Sum the individual bids to provide total, all-inclusive bids: one for desk reviews (if option is appropriate and available) and one for technical field\* reviews.** See note\* regarding desk and field reviews.

**Standards, Guidelines, References, and Software:** As applicable, the Consultant shall provide and use the most current editions of any publications of standards, guidelines, or references that have been adopted by Department at the time that contract services begin under a valid Notice to Proceed. Major changes during the course of the project that change the contract criteria or scope may be addressed by Amendment.

**Standard software programs used by Department include, but are not limited to, the following:**

- Microsoft Office Suite: Word, Excel, PowerPoint, Outlook, Project, Teams;
- Google Earth Pro; and
- Adobe-compatible \*.pdf writer, reader, and e-file printer.

The Consultant shall use Department's templates, forms, etc. wherever applicable.

**Submittal Requirements for Deliverables:** Offeror shall create and prepare deliverables in formats compatible with Department-standard software (Microsoft Office Suite and Adobe) and submit electronically by email to Heather O'Claray, [heather.oclaray@alaska.gov](mailto:heather.oclaray@alaska.gov). In addition, by request, documents must be provided in their original electronic format.

Offeror shall complete, organize, maintain, store, and confidentially secure all required and appropriate work products, supporting work files, and documentation in accordance with DOT&PF policies, retention schedules, and other governing and guiding policies (such as those set by the Appraisal Foundation, Appraisal Subcommittee, State certification requirements, Code of Federal Regulations, Alaska Right-of-Way Manual, etc.). Offeror shall keep records accessible and timely provide acceptable versions of these items to DOT&PF or Department of Law for duplicate record keeping or reference. Contractor acknowledges and permits Department to provide copies of Contractor's work and related documents for confidential use with other Contractors and Consultants at Department's discretion.