



# Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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### Proposed Statement of Services

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

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

## ISSUING OFFICE

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

## PROJECT

**RFP NUMBER** .....: **25233045**  
**Project Numbers-State/Federal**.....: **SFHWHY00196 / 0902045**  
**Project Site (City, Village, etc.)**.....: **Ketchikan**  
**Project Title & Contract Description** .....: **KTN- Tongass Avenue and Water Street Viaduct- CMGC Services**  
The Department intends to enter into a negotiated agreement for professional services to assist in design development and subsequent physical construction of the KTN Tongass Avenue and Water Street Viaduct project. This is a Federally funded project.

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: July, 2023 to December 31, 2024

Estimated amount of Stage 1- Preconstruction Services- 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 checked="" type="checkbox"/> \$250,000 to \$500,000	<input type="checkbox"/> \$500,000 to \$1,000,000	

Proposed Method(s) of Payment:

<input type="checkbox"/> Fixed Price Plus Expenses (FPPE)	<input type="checkbox"/> Firm Fixed Price (FFP)	<input type="checkbox"/> Cost Plus Fixed Fee (CPFF)
<input checked="" type="checkbox"/> Time & Expense (TE)		

Estimated amount of Stage 2- Construction Services- proposed contract:

<input type="checkbox"/> Less than \$1,000,000	<input type="checkbox"/> \$1,000,000 to \$2,500,000	<input type="checkbox"/> \$2,500,000 to \$5,000,000
<input type="checkbox"/> \$5,000,000 to \$10,000,000	<input type="checkbox"/> \$10,000,000 to \$50,000,000	<input checked="" type="checkbox"/> \$50,000,000 to \$60,000,000

## 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: July 10, 2023**

**PREVAILING TIME: 4:00 PM**

### HAND DELIVER PROPOSALS TO:

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

OR 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 statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.**

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

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

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

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

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

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

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

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

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

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

15. Special Notices:

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

15. Special Notices (continued):

15.4 The Department intends to send notices (including Notice of Intent to Award) to Offerors by using the email address provided by the Offeror's submitted Part D. Such delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30 pm shall be deemed to have occurred at the opening of business on the next working day. By submitting a response to this RFP, all Offerors consent to the use of Electronic Mail as described herein.

15.5 Construction contracts for this project will contain required Contract Provisions for Federal-Aid (FHWA) Construction Contracts (Form 25D-55H) to ensure federally required programs are included and administered.

15.6 The agency project numbers on page 1 of the RFP represent the parent project and interested parties are advised that additional project numbers may be assigned to portions of the project as deemed necessary by the Contracting Agency.

15.7 Offerors must have a Vendor ID or your proposal may not be accepted. More information can be obtained at the following website: <https://dot.alaska.gov/aashtoware/docs/AWP-vendor-guidance.pdf>

15.8 Certified payroll must be submitted electronically through AASHTOWare for contracts awarded after January 1, 2021. This would apply to any construction contracts, (not pre-construction services), subsequently awarded under this CM/GC contract. In order to submit certified payroll, Contractors, Subcontractors, and lower tier Subcontractors must be active in AASHTOWare, which requires they have a valid Vendor ID with a 913 commodity code.

15.9 COVID-19 Management Plan. The Governor's emergency declaration and mandates relating to COVID-19 expired on February 14, 2021. However, contractors are encouraged to review COVID-19 Response and Recovery Health Advisories that can be accessed at: <https://covid19.alaska.gov/health-advisories/> Contractors will still be required to meet any applicable local ordinances or requirements currently in effect, and comply with any future federal, state or local declarations or mandates that might be adopted while work on the project is ongoing.

In addition, and consistent with Sections 5.3 and 5.7 of the General Conditions for CMGC Construction Services, the Contractor will be responsible for paying all costs and expenses incurred to comply with any COVID-19 Health Mandates or Health Advisories in effect during times when the Contractor is performing project-related work activities. The Contractor will additionally be responsible for preparing any general or site-specific mitigation and response plans required for its forces, along with any attendant schedule delays or impacts.

15.10. Reference rfp-a, Notices, Item #2, which states that copies of contract documents are available for review at the Contracting Agency's office. Proposers are hereby notified that Preconstruction Services Contract template forms are available for viewing on the Bid Express advertising web site. The Department will use these forms as the basis for the Preconstruction Services Contract and then edits certain documents to conform to the CMGC process, the successful Offeror's proposal information, and the details of the negotiated agreement. Interested Offerors are encouraged to submit any questions concerning these documents to the Contracting Agency in writing prior to the proposal due date.

15.11 Exclusion from Participation – Construction Services: In the event that negotiations with the selected CMGC Contractor are not successful for any portion of construction services for the Project, the Contracting Agency reserves the right to publicly advertise the work and may contract with another Contractor for construction of the project using any other contracting method under the procurement code. The Department may prohibit the CMGC Contractors, both past and present, as well as any key subcontractors, from participating in any subsequent bid solicitations.



## SUBMITTAL CHECKLIST

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

PART

**B**

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

- [ ] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [ ] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [ ] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [ ] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [ ] 5. **Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C**, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.
- [ ] 6. Price ☒ is ☐ is not an evaluation criterion for the proposed contract.  
If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #12 and/or #13.
- [ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.

- [ ] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Fifteen (15)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

[ ] 9. N/A

[ ] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**

[ ] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates, Price Proposals** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.

[ ] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, and Price Proposals**) required is: **One (1)**

[ ] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[ ] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)

[ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.

[ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

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

# EVALUATION CRITERIA

PART

C

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 15

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

**Preconstruction Services** To help the Department understand the means and methods you will use to support the design development and decision-making process, please describe your ability to perform the following services and provide examples of past experience demonstrating that ability:

- Support the Department's Public Outreach/Involvement Efforts to communicate project impacts to local agencies, persons affected by the work, utility companies, and other stakeholders.
- Develop innovative work sequencing/phasing plans that reduce impacts to the public, including vehicular and pedestrian traffic, and adjacent businesses.
- Develop Temporary Traffic Control Plans specific to project limitations.
- Review designs for constructability, value engineering and environmental permitting.
- Provide detailed constructability recommendations to shape the project plans and specifications without sacrificing design requirements.
- Coordinate on environmental consultations and relay a Contractor's perspective of access, work sequencing, and activities with environmental components.
- Collaborate on improving quality, reducing errors, providing best value, and reducing likelihood of contract changes in construction.
- Develop and Submit cost estimates of sufficient detail to facilitate deliberation and negotiation with the project team at required milestones.
- Bring unique resources and capabilities such as experience with working on or under geographically constrained bridge corridors, structural substructure bridge repairs, and remediation construction.

List Subcontractors or other key team members, including suppliers, you will rely on for preconstruction support. Define their role(s) on the project.

**Construction Services** To help the Department understand the means, methods and sequencing you propose to use construct the project, please describe your approach and ability to:

- Bridge removal, bridge strengthening and rehabilitation (i.e. spall repair, cathodic protection, pile-jacketing, and post-tensioning) while working in and around a restrictive tidally influenced marine environment.
- Execute early construction work packages identified by the project team as critical to maintaining roadway reliability of use and safety of users.
- Organize project work tasks, critical path work tasks, and pre-construction deliverables needed to facilitate the work.
- Manage Subcontractors and Vendors; list roles, responsibilities, and deliverables for each.
- Limit impact of contract changes during construction and adapt to changed conditions in the field.
- Schedule work to meet deadlines.
- Unique resources and capabilities that your company will bring to construction including expertise in critical work elements (traffic control, bridge substructure repairs, etc.) equipment.



## 2. Risk Management

**2. Weight: 10**

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

- Explain how you will proactively identify areas of risk for inclusion on the risk register.
- How risk should be assigned to each party through collaboration with the project team
- Describe your approach to
  - Estimating cost and schedule impacts associated with identified risks
  - Transparently communicating risk to the Department and stakeholders
  - Leveraging your processes and experience to mitigate, balance, own or assign identified risks to specific parties
  - Forecasting and mitigating changes that might have environmental ramifications through consultation or additional permitting efforts.

## 3. Management

**3. Weight: 10**

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

- Provide an organizational chart for the company and the project team (for both stages) including what roles, responsibilities and authority each person has.
- Provide a communication plan detailing how open communications will be maintained between your project staff, the Department and their Design Consultant, and (as applicable) any other government agencies or the public through both stages.
- Describe how management will ensure and maintain quality of work and deliverables through both stages.

## 4. Key Personnel

**4. Weight: 15**

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

- Three (3) professional references (contact persons and telephone numbers).
- Their role, responsibilities and authority on this project.
- Their specific qualifications and substantive experience directly related to the scope of contract work.
- Their professional discipline or job classification, and experience in the stated discipline or job classification. If the identified individual is not an employee of your organization, provide additional information regarding the relationship between the individual and your organization.
- An estimate of the time each will be committed to the project during each phase, for example, 50-75% during preconstruction, 25% during construction. Availability of staff should also be discussed in the event advance construction work projects/packages are necessary to address areas with higher risk to roadway reliability and safety of use.

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

1. Contract Manager
2. Project Manager
3. Project Superintendent
4. Project Cost Estimator
5. Traffic Control Supervisor

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

Continued Next Page

**PART**

**5. Past Performance****5. Weight: 15**

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

- a. Project name and location
- b. Project Manager name
- c. Project duration (dates of Contract Award and Completion)
- d. Owner name, with a current reference contact name and phone number
- e. Project scope describing how it is similar to this project
- f. A list of firm(s) and staff involved as they relate to your Key Personnel
- g. Provide cost performance data of referenced projects, including initial bid, awarded cost, final cost, and reasons for change in cost
- h. Schedule performance data of referenced projects, including: original completion date, actual completion date and what caused the acceleration or delay (if any)
- i. Provide a brief narrative of the successes of each referenced project; include innovations implemented, risks mitigated, efficiencies related to your methods and means, scheduling tactics that facilitated completion of the work, and any others.
- j. Identify specific experience gained from the referenced project that facilitates your proposed team's performance on this contract
- k. For the referenced projects, describe any material changes discovered during the course of the work, alleged changes that remain unresolved, Intent to Claims filed, and any lawsuits or litigation relating to the performance of those contracts.
- l. Describe specific experience coordinating on environmental consultations/permits or implementation of environmental commitments during the referenced project(s) that will help your team successfully perform this contract

The Contracting Agency reserves the right to investigate referenced projects, other projects that the respondent has worked on and contact references.

**6. Quality of Proposal****6. 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.

**7. Traffic Control and Phasing****7. Weight: 15**

Describe any traffic control and phasing innovations your team can contribute to the development and execution of contract work.

Describe your understanding of the roadway corridor of the project, local transportation and access needs, and what ideas you have for accommodating traffic and maintaining public access to adjacent buildings and facilities while performing contract work.

What is the minimum roadway width your organization feels will be needed to accommodate all facility users while work is carried out?

What specific traffic control devices and arrangements will you implement to guide users through or around the work zone? Propose minimum lane widths and geometry of any required Americans with Disabilities Act Compliant Routes.

Generally describe your proposed phasing of contract work and the conditions established for continued roadway use by the travelling public.

**PART**

**C**

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

12. Labor Billing Rates (Required Format)

12. Weight: 5

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

- |                               |  |
|-------------------------------|--|
| 1. Contract Manager           | (Estimated at 20% of total labor effort) |
| 2. Project Manager            | (Estimated at 25% of total labor effort) |
| 3. Project Superintendent     | (Estimated at 25% of total labor effort) |
| 4. Project Cost Estimator     | (Estimated at 25% of total labor effort) |
| 5. Traffic Control Supervisor | (Estimated at 5% of total labor effort)  |

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

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

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

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

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

- |  |     |
|--|-----|
| - ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)].....                            | 5%  |
| - ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000).....        | 5%  |
| and only ONE of the following:   |     |
| - EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] .....                                | 15% |
| - DISABLED SOLE PROPRIETOR <u>OR</u> 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. Prime Contractor Fee****13. Weight: 10**

Provide a separate proposed Prime Contractor Fee for Phase 2 Construction services.

- The Fee must be expressed as a percentage and consists of overhead, profit, and any other applicable General and Administrative (G&A) costs (also known as home office overhead). Profit does not need to be identified separately; all components should be combined to form a single percentage fee.
- This Fee will be applied to all work directly performed by the prime contractor. The prime contractor will be permitted a 5% fee (not the proposed Prime Contractor Fee) for subcontractor work or subcontractor-supplied materials.
- Joint ventures or prime/subcontractor partnerships identified as the proposal team and listed under Part D will be treated as one entity and entitled to the proposed Prime Contractor Fee.

Response will be scored as follows:

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

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

**CAUTION** – Offerors are cautioned that in order to preserve the integrity of the solicitation scoring, responses to this criterion that offer less than 8% Fee will be determined to be a Non-Responsive response, and will be scored zero points for this criterion. Additionally, the Contracting Agency reserves the right to conduct a fair and reasonable review of the proposed fee percentage when determining if award is in the State's best interest.

## PART

D

## OFFEROR (CONTRACTOR)

## **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. **Not Used.**
3. **Not Used.**
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Not Used.**
6. **Not Used.**
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Not Used.**

**For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl>**

## **CERTIFICATION FOR INSURANCE**

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

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

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

## **CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000**

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.



**CERTIFICATION – COST AND PRICING DATA**

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

**CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT**

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

**CERTIFICATION - FOREIGN CONTRACTING**

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

**CERTIFICATION – DBE COMMITMENT**

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

**CERTIFICATION – FORMER PUBLIC OFFICER**

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

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.

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

STATE OF ALASKA )  
 ) ss.  
 JUDICIAL DISTRICT )

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

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

# PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

1. Identify your financial year including beginning and ending dates .....
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
  - 2a. Direct Labor ..... \$
  - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:  
Fringe Benefits ..... \$  
General & Administrative Expenses ..... \$  
  
Sum ..... \$
  - 2c. Indirect Cost Rate (Sum of 2b / 2a) ..... Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?  
[     ] Yes [     ] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?  
[     ] Yes [     ] No

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

## CERTIFICATION

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

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

Office Address for which this Submittal is made:

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

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

## **COST TERMINOLOGY**

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

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

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

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

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance  
Deferred Compensation/Retirement Plans

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

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

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

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

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

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

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

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

# INDEMNIFICATION AND INSURANCE

## Appendix D in Professional Services Agreements

IRIS Program No: SFHWY00196  
Federal Project No: 0902045  
Date Prepared: 06/09/2023

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

### ARTICLE D1 INDEMNIFICATION

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

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

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

### ARTICLE D2 INSURANCE

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

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

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

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

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

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

**MINIMUM LIMITS OF E&O INSURANCE**

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

D2.1.5 Professional Liability Insurance required for this Agreement is N/A

**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 B1 - ADMINISTRATIVE REQUIREMENTS

<b>RFP No:</b> 25233045
<b>Program No:</b> SFHWY00196
<b>Federal No:</b> 0902045
<b>Date Prepared:</b> 6/9/2023

### RFP No. 25233045 KTN Tongass Avenue and Water Street Viaduct CMGC

The Southcoast Region State of Alaska Department of Transportation and Public Facilities (Department), Construction Section is seeking a Construction Manager/General Contractor (CMGC) to assist the Department during design development and ultimately construct the KTN Tongass Avenue and Water Street Viaduct (Project).

#### **ADMINISTRATIVE REQUIREMENTS**

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

**Funding Source.** This is an (FHWA) funded project subject to federal (Buy America requirements or Buy American). The design consultant will ensure consideration is provided for materials compliance of these requirements for both design and construction review processes.

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

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

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

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

**Standards, Guidelines, References, and Software.** The Consultant shall use the most current editions of any publications of standards, guidelines, or references that have been adopted by the DEPARTMENT at the time that design services begin. Major changes in design guidance during the course of the project that change the design criteria may be addressed by amendment. Design guidelines and standards include, but are not limited to: Alaska DOT&PF Preconstruction Manual, Alaska Traffic Manual, Standard Drawings Manual, Highway Drainage Manual, Alaska Sign Design Specifications, Manual of Uniform Traffic Control Devices, Guide for Flexible Pavement Design and Evaluation, Standard Specifications, and the American Association of State Highway and Transportation Officials (AASHTO) Standards. **Standard software programs used by the DEPARTMENT include, but are not limited to, the following:**

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

Department design and construction standards can be found under the below website. All work shall conform to the applicable published information.

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

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

**Specifications:** Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (latest edition). The Department will assist the consultant with the development of the project specifications (Special Provisions) in accordance with current standards. The Department will furnish draft specifications from similar, past projects that are pertinent to this project on electronic format (MS Word). The Department will also assist in the compilation of all front end specification documents including bid forms and standard or special provisions associated with Division 1. The consultant will edit all appropriate specifications sections to suit and compile the final Special Provisions document.

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

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

**Billing Reports.** The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall specifically describe the services and other items **for which the billing is submitted**, and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

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

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

**Progress Meetings/Reports.** The Contractor shall participate in and facilitate monthly or bi-weekly Project Coordination Meetings with the Project Manager for the duration of the project. The intent of these meetings will be to discuss project progress, resolve issues, and receive guidance and/or direction from the Contracting Agency. The Contractor will prepare and submit to the Project Manager for these meetings a meeting agenda, six (6) week look ahead schedule and updates to the overall project schedule three (3) working days prior to each coordination meeting. The Contractor will keep minutes of all meetings and submit them to the Project Manager within five work days following each meeting. Attendance at the meetings will be via telephone or Microsoft Teams.

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

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

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



# PROPOSED STATEMENT OF SERVICES

## APPENDIX B2

<b>RFP No:</b> 25233045
<b>Program No:</b> SFHWY00196
<b>Federal No:</b> 0902045
<b>Date Prepared:</b> 6/9/2023

### RFP No. 25233045

### KTN Tongass Avenue and Water Street Viaduct CMGC

The Southcoast Region State of Alaska Department of Transportation and Public Facilities (Department), Construction Section is seeking a Construction Manager/General Contractor (CMGC) to assist the Department during design development and ultimately construct the KTN Tongass Avenue and Water Street Viaduct (Project).

#### **Background**

This project is included in the Alaska Statewide Transportation Program (STIP). The project's location is between Elliot Street (MP 1.2798) and Grant Street (MP 1.9728) in downtown Ketchikan. The project involves:

- Cathodic protection for specialized patching, crack sealing, anode installation of the existing bridge structures
- Removal of an abandoned bridge superstructure and associated fill and pavement replacement
- Removal of the superstructure of Water Street Viaduct Structure #797 spans 9 through 21 and 82 through 90
- Removal of the superstructure of Tongass Avenue Structure #997 spans 44 through 49
- Polyester Concrete Overlay or similar structural wearing surface for spans not removed which still have asphalt overlay as the primary wearing surface
- Placement of retaining structures and fill for bridge sections removed along with new full depth pavement
- Structure repair of deck soffit and column cracking, delamination, and spalling
- Analysis and potential correction of areas with ADA deficiencies
- Assessment and updates as required to bike lane facilities within the project corridor
- Assessment and updates as required to crosswalks within the project corridor
- Identification and removal of abandoned utilities
- Relocation of under-bridge utilities in fill sections

Attention: This RFP contains large documents related to existing bridge conditions and needed repairs that require being sent proposers via Zendto. To request a copy of the attachments please email [srdotpfcontracts@alaska.gov](mailto:srdotpfcontracts@alaska.gov).

The project is being developed by Department and consultant design teams.

Structural design (including 0797 & 0997) – Parametrix in collaboration with DOT&PF Bridge Section

Primary civil design – Parametrix

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

Independent cost estimating and CMGC facilitation – Michael Baker Inc.

#### **Goals**

The Department has identified the following goals to accomplish with this CMGC contract:

- Expedite advance work packages for repair of bridge structure(s)
- Minimize traffic impacts during construction to travelers through the corridor and businesses within it.
- Accurately and with adequate notice times communicate traffic impacts to local users, businesses, and tourist industry.
- Develop positive relationships with area businesses and residents and ensure timely right-of-way acquisition.
- Accurately account for and manage risks associated with labor and supply chain shortages and competing infrastructure projects.
- Develop a cohesive and collaborative team with CMGC, project consultants, ICE, and the Department.
- Provide cost certainty to minimize surprise impacts on the Department's overall program.

#### **Schedule**

A broad milestone schedule is as follows:

<b>Milestone</b>	<b>Date</b>
Onboarding CMGC and ICE Contractors	5/1/2023
Pre-Environmental Plan Development (+/- 25% Plans)	5/1/2024
Project Environmental Document Completion	7/1/2024
Begin ROW Acquisition	7/1/2024
PS&E Review (Completed Corridor Plans)	8/1/2025
Final PS&E (Completed Corridor Plans)	10/1/2025
Begin Construction	11/1/2025

Note: The schedule presented here is as an approximation for the completed project delivery; it does not include separate advance work/construction “child” packages, which the Department is anticipating after completion of the project corridor’s NEPA document. Flexibility to deliver targeted construction projects will be a key aspect to services.