



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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

<http://www.dot.state.ak.us/rfpmgr/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: **25233063**
Project Numbers-State/Federal.....: **SFHWHY00499 / 0097002**
Project Site (City, Village, etc.).....: **Skagway**
Project Title & Contract Description: **SGY Klondike Highway Rockfall Mitigation CMGC Services**
This agreement is to seek Construction Manager/General Contractor (CMGC) services for the SGY Klondike Hwy Rockfall Mitigation Project. The project will mitigate rockfall hazards on Klondike Hwy from MP 4.84 to MP 5.35. Rockfall mitigation is anticipated to include, but is not limited to, scaling, bolting, draped mesh, and barrier installation. The Contractor will provide preconstruction and construction services.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: September 01, 2023 to December 31, 2025

Estimated amount of Stage 1- Preconstruction Services- proposed contract:

☐ Less than \$200,000 ☐ \$200,000 to \$250,000 ☐ \$1,000,000 or greater
☐ \$250,000 to \$500,000 ☒ \$500,000 to \$1,000,000

Proposed Method(s) of Payment: ☒ Firm Fixed Price (FFP) ☒ Cost Plus Fixed Fee (CPFF)
☒ Fixed Price Plus Expenses (FPPE) ☐ Other:

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

☐ Less than \$1,000,000 ☐ \$1,000,000 to \$2,500,000 ☒ \$2,500,000 to \$5,000,000
☐ \$5,000,000 to \$10,000,000 ☐ \$10,000,000 to \$20,000,000 ☐ \$20,000,000 or greater

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: September 5, 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 and
eric.verrelli@alaska.gov

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

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

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

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

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
 - 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.
 - 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

PART

B

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

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

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

- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

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

1. Weight: 20

The response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP.

Preconstruction Services Phase.

Discuss your approach for accomplishing the Statement of Services during Phase 1 (Preconstruction Services). Discuss how your approach will contribute to the project goals.

Explain how you will manage risk to bring the best value to the project. Identify major risks to achieving the project goals, including potential impacts to cost and schedule and potential mitigation strategies.

As applicable, discuss innovative ideas or creative efficiencies that may or may not meet the requirements of the RFP that could increase the likelihood for project success.

Construction Services Phase.

Discuss your approach for accomplishing the Statement of Services and project goals during Phase 2 (Construction Services).

Address how you will approach prioritizing and sequencing the work and what work you anticipate to subcontract competitively vs. perform with your proposed team.

Address anticipated labor and equipment resources needed to complete the work, durations of key scopes and overall construction time, including any anticipated early work packages.

2. Proposed Staff

2. Weight: 20

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

1. Contract Management (Contract Compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Construction Superintendent
4. Estimator
5. Scheduler

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

For each individual identified provide the following:

- a. Describe the work to be performed by the individual you name to perform essential functions
- b. Detail their specific qualifications and substantive **experience directly related to the proposed contract**.
- c. Identify their:
 - i. employer,
 - ii. professional discipline or job classification,
 - iii. and state of residency.
- d. Provide at least 3 professional references (contact persons and telephone numbers).

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.

3. Management & Resources**3. Weight: 10**

The response must address the following:

Describe the administrative and operational structures that will be used for performing the proposed contract for both Phase 1 (Preconstruction Services) and Phase 2 (Construction Services).

- a. Identify where the various contract services will be performed and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.
- b. Your approach to allocating and managing resources for this Project as it relates to project goals and the Statement of Services.

For Phase 2 (Construction Services) address the following:

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

Describe the available key equipment that your team will utilize, including its location (by State).

4. Past Performance**4. Weight: 25**

The response must describe previous projects the project team has completed (or are substantially complete) that are related in size and scope to this project. Provide the following information:

- a. Name of Contractor's Project Manager or Project Engineer
- b. Year (Award of Contract and Completion Date)
- c. Project Name
- d. Project Location
- e. Client
- f. Client reference (contact name and phone number)
- g. Project Description
- h. Cost performance – initial Bid, final cost, and reasons for substantial change in cost
- i. Performance related to schedule
- j. Brief narrative of the successes of the projects
- k. Description of any material changes, unresolved changes, claims, lawsuits, or litigation relating to the project.
- l. Describe how the experience will help your team perform under this contract
- m. List the firm(s) and staff involved related to your Proposed Project Staff

The Contracting Agency reserves the right to investigate referenced projects, other projects that the respondent has worked on, and contact listed references or other persons associated with the project.

5. Claims Mitigation and Partnering**5. Weight: 15**

Summarize your firm's past performance for all clients within the past 5 years as it relates to construction claims, negotiated contract performance (e.g. CMGC or large change orders), and formal partnering.

6. N/A**6. Weight: 0****7. N/A****7. Weight: 0****8. N/A****8. Weight: 0****9. N/A****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 (Non-Specified DBE Goal). Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0). While there is no weight for this criterion, the Department encourages contractors to utilize DBEs in all Federal-Aid projects to ensure the Department meets its overall 8.46% DBE utilization program goal to maintain Race-Neutral status (see note 15.2 rfp part a).

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. Project Management | (Estimated at 20% of total labor effort) |
| 2. Construction Superintendent | (Estimated at 40% of total labor effort) |
| 3. Estimator | (Estimated at 10% of total labor effort) |
| 4. Traffic Control Supervisor | (Estimated at 15% of total labor effort) |
| 5. Contaminated Materials/Soils Media Specialist | (Estimated at 15% of total labor effort) |

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

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

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

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

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

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

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

13. Prime Contractor Fee**13. Weight: 5**

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.

Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART

D

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

PROJECT

Project Numbers-State/Federal.....: **SFHWHY00499/0097002**
 Project Title: **SGY Klondike Highway Rockfall Mitigation CMGC Services**
 RFP No.: **25233063**

OFFEROR (CONTRACTOR)

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

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

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

PROPOSED SUBCONTRACTOR(S)

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

ACKNOWLEDGEMENT

<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</u>	<u>Addenda</u>	<u>Date Issued</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.....: _____
 Title.....: _____
 Date: _____
 Telephone (voice): _____
 (fax): _____
 Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

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

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: SFHWY00499
Federal Project No: 0097002
Date Prepared: 06/01/2023

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

<u>Contract Amount</u>	<u>Combined Single Limit, Per Occurrence & 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 \$1,000,000

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

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

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **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

RFP No: 25233063
Program No: SFHWY00499
Federal No: 0097002
Date Prepared: 05/23/2023

RFP No. 25233063 SGY KLONDIKE HWY ROCKFALL MITIGATION

The Southcoast Region, State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Division of Preconstruction Services is seeking a Construction Manager/General Contractor to assist the DEPARTMENT during design development and ultimately construction of the SGY Klondike Highway Rockfall Mitigation project in Skagway, Alaska.

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. The Contractor will insure consideration is provided for materials compliance of these requirements for both design and construction review processes.

Project Staff. All services must be performed by or under the direct supervision of the individuals noted and explained in the Contractor'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 Contractor 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.

Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the DEPARTMENT. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor 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 Contractor 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 Contractor's library of styles. Contractor 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 Contractor will provide the file directory to the DEPARTMENT that insures dependencies among files are maintained.

Cost Estimates: The Contractor shall submit estimates for this project using AASHTOWare Preconstruction. Access to the program and instructional documentation for the software will be provided to the Contractor.

Specifications: Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (latest edition). The Contractor will assist the DEPARTMENT with the development of the project specifications (Special Provisions) in accordance with current standards.

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

Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the 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 their project tasks, including construction. The Contractor's schedule will be incorporated into the DEPARTMENT's overall project schedule. 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 and key project staff 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 DEPARTMENT will prepare 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 DEPARTMENT 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 – STATEMENT OF SERVICES

RFP No: 25233063
Program No: SFHWY00499
Federal No: 0097002
Date Prepared: 05/31/2023

RFP No. 25233063 SGY KLONDIKE HWY ROCKFALL MITIGATION

The Southcoast Region, State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Division of Preconstruction Services is seeking a Construction Manager/General Contractor to assist the DEPARTMENT during design development and ultimately construction of the SGY Klondike Highway Rockfall Mitigation project in Skagway, Alaska.

Project Description and Background Information

The Alaska Department of Transportation and Public Facilities (DEPARTMENT) is seeking a Construction Manager/General Contractor to assist the DEPARTMENT during design development and ultimately construction of the SGY Klondike Highway Rockfall Mitigation project in Skagway, Alaska.

Skagway is located at the head of the Taiya Inlet at the north end of Lynn Canal. The community of approximately 1,200 year round residents is a hub for tourism and transportation. The Klondike Highway, which starts at the north end of Skagway and climbs over 3,200 feet in 13 miles to the Canadian border, is a primary transportation link between Southeast Alaska and Canada. The steep mountainous highway is used heavily by tourist and tour companies during the summer season, and used to haul fuel, ore, and other goods year round. The two lane roadway was constructed in the 1970's by drilling and blasting a narrow bench and side casting the shot rock material.

The project will include rockfall mitigation on existing rock cuts and natural rock slopes from Milepost 4.84 to Milepost 5.35 of the Klondike Highway. This section of Klondike Highway consists of two lanes with guardrail on the downhill side and over 100 foot high cuts on the uphill side and over-steepened slopes on the downhill side that drop off several hundred feet to the Skagway River below. Rockfall mitigation is anticipated to include scaling, bolting, draped mesh, and roadside barriers.

Scope of Work

This project will have two phases:

1. Phase 1 - Preconstruction
2. Phase 2 – Construction (may be split into additional phases based on funding availability)

The CMGC project delivery method intent is to form a partnership between the DEPARTMENT and the Contractor to

- Create a collaborative owner/contractor relationship,
- Share and transfer knowledge,
- Identify, mitigate, and minimize risk,
- Support innovation,
- Improve Design Constructability,
- Optimize the project schedule, and
- Meet budget goals.
-

In the CMGC project delivery method, the DEPARTMENT relies on the Contractor to provide expertise on the constructability, sequencing, means and methods, material costs and availability, and the ability to deliver a quality product, within budget and on schedule, in a manner that would be more efficient than that of design-bid-build project of similar size and scope.

The selected Contractor will be awarded a consultant service contract for Phase 1. The cost of the contract will be based on negotiated expenses as well as unit rates for Proposed Project Staff. The Contractor will participate in the development of the project's design as described in the Expected Tasks/Deliverables section below.

The DEPARTMENT will also procure the services of a third party Independent Cost Estimator (ICE) to separately

review project documents and develop construction cost estimates. These independent estimates will be used to validate the DEPARTMENT's and Contractor's estimates to ensure that project pricing is reasonable and fair.

The following items will be considered when estimating costs:

- The CMGC project delivery method requires an open book estimating process where contractors provide a detailed breakout of costs throughout the design process.
- During the design process and at the discretion of the DEPARTMENT, risk for specific bid items may be transferred to the contractor with a request for a lump sum price instead of a unit price.
- The Contractor's construction fee proposed in this solicitation (Part C, Evaluation Criteria 13) will be used for all pertinent items during final construction cost negotiations unless otherwise negotiated and supported by the ICE estimate. Justification will be required for any increase in fee.

When the Final PS&E is complete, the Contractor, DEPARTMENT, and ICE will each develop final construction cost estimates which will be used to arrive at the final construction cost. The estimate offered by the Contractor will go through a bid opening process where the Contractor's estimate, the DEPARTMENT Engineer's estimate, and the ICE's estimate are used to evaluate the proposed construction price and make an award decision. The DEPARTMENT will evaluate the final construction cost based on the three estimates. If the final construction cost is agreed upon, the DEPARTMENT will award a contract for Phase 2 - Construction. A Theoretical Maximum Price (TMP) consisting of a mix of lump sum, contingent sum, and unit price items will be used for the final construction contract.

If the final construction cost is not agreed upon, the DEPARTMENT reserves the right to end the CMGC contract at Phase 1 and proceed with the Project under design-bid-build procedures. The Contractor will not be excluded from bidding on the project.

Success of the CMGC project delivery method will be determined by the following:

- Identification, assignment and management of risk
- Incorporation of innovative products or methods
- Ease and streamlining of permit application and permit acquisition
- Demonstration and implementation of project cost controls, including an anticipated reduction in construction change orders and claims
- Optimization of project schedule

Coordination

The successful Contractor will work closely with DEPARTMENT staff, the DEPARTMENT's Consultants, and the DEPARTMENT'S ICE to deliver the project. The Contract may be required to coordinate with Federal and local government agencies including United States Customs, and the public including special interest groups and groups that could be affected by the proposed project.

Expected Tasks / Deliverables

Phase 1 Preconstruction:

As part of the design team, the Contractor will provide input on schedule, phasing, constructability, materials availability, and cost. Specific tasks may include:

1. Participate in a kickoff meeting, a site visit, and regularly scheduled team meetings. Meetings will include discussion of Contractor means and methods and why or how they might be deployed in performance of the construction contract; risk identification and mitigation; and proposals for innovative methods or materials for inclusion in the Project; and schedule optimization.
2. Review and provide comments on design submittals including plans and specifications. Comments will generally be related to constructability, innovations, risk items, pricing feedback, clarifications, design errors or omissions, design issues that may have an effect on schedule and/or cost, and other cost or time saving suggestions or recommendations. Review preliminary and final design packages to ensure they are complete and without ambiguity. Design submittals may include, but are not limited to:
 - a. Pre-Environmental Review (25% Design)
 - b. Combined Plans-in-Hand/Plans, Specifications, and Estimate Review (approximately 75% design development)

c. Final PS&E (100% design development)

3. Identify long lead procurement items and materials, including determination of material quality and suitability for use. Assist the DEPARTMENT in developing Early Work Package(s) to procure long lead procurement items and materials.
4. Prepare construction cost estimates at agreed upon milestones. Assist to fiscally constrain the project scope of work within the available budget, and use open book methods to provide pricing feedback on design options along with detailed cost estimates and cost estimate breakdowns of elements of the work as the design is developed.
5. Identify methods for meeting environmental commitments and assist with permitting. Assist with the preparation of permit applications by identifying temporary construction impact areas.
6. Prepare initial construction documents:
 - a. Develop a Storm Water Pollution Prevention Plan (SWPPP) prior to final cost estimate
 - b. Develop Temporary Traffic Control Plans
 - c. Develop Phasing or Sequencing Work Plans
 - d. Develop a Scaling Working Plan, Rock Bolting Working Plan, and other working plans as required
7. Identify areas of potential risks and provide input on methods to reduce risks. Participate and provide input in assigning risk responsibility.
8. Identify and mitigate third party risks, including but not limited to:
 - a. Utility companies
 - b. Permit agencies
 - c. Public stakeholders
 - d. Local residences and area businesses
9. Assist with tracking and documenting:
 - a. Risk items and their respective cost and schedule impacts
 - b. Innovation items and their respective cost and schedule impacts
 - c. Overall project schedule
10. Ensure that by the time the Final PS&E is complete, the DEPARTMENT is able to certify the following:
 - a. All proposed work is contained within the existing Right of Way (ROW), or any ROW needed for the work has been acquired
 - b. All Utilities within the project corridor are either
 - i. Unaffected by the work
 - ii. Addressed by the work
 - iii. Or have been relocated in advance of the work, and appropriate agreements with utility companies addressing relocations are in place
11. Provide a final construction cost at Final PS&E.

Phase 2 Construction:

The Contractor will construct the project within the agreed upon schedule and Theoretical Maximum Price (TMP), and to the standards and requirements set forth in the Plans and Specifications. The DEPARTMENT will administer the construction contract similar to a design-bid-build project.

Anticipated Period of Performance

The actual period(s) of performance shall be negotiated based on the Tasks that are ultimately authorized by the Department. The following key target dates are currently anticipated:

Pre-Environmental Review – January 2025
Environmental Document Completion – April 2025
Combined PIH/PS&E Review – July 2025
Project Certification – October 2025
Begin Construction – Spring 2026
End Construction - TBD

The actual period of performance will be adjusted by the Department as deemed required to complete any work that

may be authorized under any of the anticipated tasks.

Supporting Documents (Attachments)

- A. Project Location and Project Limits Figures
- B. Unstable Slope Management Program (USMP) Site Data