



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

(Procurement per Article 3 of AS 36.30)

PART

A

## TABLE OF CONTENTS

Form 25A270, Part A - Request for Proposals (RFP)  
" " Part B - Submittal Checklist  
" " Part C - Evaluation Criteria  
" " Part D - Proposal Form  
Certification of Eligibility (Ethics Act)  
Form 25A257, Pre-Audit Statement  
Form 25A269, Indemnification & Insurance

### Proposed Statement of Services

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** .....: **25243013**  
**Project Numbers-State/Federal** .....: **SFHWY00070 / 0003225**  
**Project Site (City, Village, etc.)** .....: **Ketchikan**  
**Project Title & Contract Description** .....: **KTN- Sayles/Gorge Street Viaduct (#1841) Improvement- Acquisition and Relocation Services**

The purpose of this solicitation is The Department of Transportation and Public Facilities (DOT&PF), Southcoast Region, Right of Way Section, requires acquisition and relocation services for this project.

## SCHEDULE & PAYMENT

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

Estimated amount of proposed contract:

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

## SUBMITTAL DEADLINE AND LOCATION

*OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).  
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.*

**DATE: November 17, 2023**

**PREVAILING TIME: 4:00 PM**

### HAND DELIVER PROPOSALS TO:

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

Email to [srdotpfcontracts@alaska.gov](mailto:srdotpfcontracts@alaska.gov) and  
[eric.verrelli@alaska.gov](mailto:eric.verrelli@alaska.gov)

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

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

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

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

## SELECTION PROCEDURE

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

## NOTICES

PART

A

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

**General Conditions** of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.

4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).

5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).

6. Substitution for any personnel named in a proposal may result in termination of negotiations.

7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.

8. **Offerors and proposed subcontractors shall be in compliance with the 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.

**PART****A**

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

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

12. Professional Liability Insurance for the proposed contract: ☐ is not required

☒ is required as shown on DOT&PF Form 25A269.

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

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

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

15. Special Notices:

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

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

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

**15.4 Compensation under this Agreement may include various methods of cost reimbursement payment as indicated on page 1 of rfp-a, and as negotiated with the Department. The compensation terms of the Agreement (Appendix C-1) will itemize current audited indirect cost rates (IDCRs) for the firms named in the agreement. The Department of Transportation and Public Facilities Internal Review section is typically the responsible section for conducting these audits.**

**If the top scoring Offeror selected for negotiations does not have a current audit, they will be required to submit the necessary paperwork to DOT&PF's Internal Review section in a timely fashion. In addition, any proposed subcontractors that may receive more than \$250,000 under the proposed contract, or any proposed subcontractors who may receive more than \$250,000 cumulatively under contracts with the State, will be required to submit a complete and executed copy of the DOT&PF Form 25A257, Pre-Audit Statement, unless any such Subcontractors have been audited by the Department within the last year.**

**By submitting a response to this RFP, Offerors acknowledge the audit requirements and commit to furnishing all required audit information to DOT&PF's audit staff in an expedited manner as required by the Department for their entire team, including any identified subcontractors. Failure of an Offeror to satisfy this requirement for their team may result in unsuccessful contract negotiations. And, in the event contract negotiations are unsuccessful with the top ranked Offeror, the Contracting Agency may negotiate with the next ranked Offeror or cancel the solicitation.**



## 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: **Five (5)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

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

# EVALUATION CRITERIA

PART

C

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

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 10

Response must **demonstrate your comprehension of the objectives, services and challenges** of the ROW phase for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. In addition, list possible issues (if any) that your firm may see with the Right of Way plans (made available as additional information) that would delay certification.

### 2. Methods

2. Weight: 10

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

### 3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. What will the lines of authority be? A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, and how communications will be maintained between your Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

### 4. Proposed Project Staff

4. Weight: 15

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

1. Project Management (single point-of-contact directly engaged in contract performance)
2. Senior Acquisition/Relocation Agent
3. Journey Level Acquisition Agent
4. Journey Level Relocation Agent
5. Administrative Staff

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

Continued Next Page

PART

C

The proposer shall specifically identify the available, qualified staff that will perform these key functions and shall provide a brief resume of the proposed personnel. Within each resume, list the right of way, negotiation, relocation, title, and appraisal courses that have been successfully completed by the individual. The proposer shall indicate the type of work to be performed by each level of expertise, i.e. Senior Acquisition/Relocation Agent, etc., describing the work to be performed by



the individuals named, and detailing their specific qualifications/substantive experience directly related to the proposed services. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information that may detract from the evaluation of proposals. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposal contract.

The proposer's personnel will be evaluated on both their right of way experience regarding negotiation and relocation services, appraisal, and their litigation experience, with regard to quality, quantity, relevance, successful outcome, and appropriateness to the project. Personnel should show knowledge of Alaska real estate and acquisition/relocation laws. The following amount of education and experience will be used as a guide to evaluate the proposer's personnel. Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their employer, professional discipline or job classification, any professional licenses, designations, or certifications held, and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person named.

#### 5. Workload and Resources

5. Weight: 10

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating in any projects currently in negotiations, particularly if for the same type of work. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

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

#### 6. Past Performance & Quality Control

6. Weight: 10

Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

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

#### 7. Quality of Proposal

7. Weight: 5

**Offerors do not respond to this criterion.** Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

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

12. Labor Billing Rates (Required Format)

12. Weight: 20

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 12% of total labor effort) |
| 2. Lead (Senior) Acquisition/Relocation Agent | (Estimated at 30% of total labor effort) |
| 3. Journey Acquisition Agent                  | (Estimated at 20% of total labor effort) |
| 4. Journey Relocation Agent                   | (Estimated at 30% of total labor effort) |
| 5. Administrative Staff                       | (Estimated at 8% 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. Total Price Proposal (Required Format)****13. Weight: 10**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

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

2. **Direct Costs of Direct Labor (DCDL)**

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

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

3. **Indirect Costs (IDC)**

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

IDC Rate: \_\_\_\_\_ % IDC Amount: \$ \_\_\_\_\_

4. **Other Direct Costs (ODC)**

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

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

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ \_\_\_\_\_

6. **Proposed Fee**

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

Proposed Fee: \$ \_\_\_\_\_

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ \_\_\_\_\_

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

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

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

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

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

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

# Alaska Department of Transportation & Public Facilities

## PROPOSAL FORM

**PART**

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.....	SFHWHY00070/0003225
Project Title .....	KTN- Sayles/Gorge Street Viaduct (#1841) Improvement- Acquisition and Relocation Services
RFP No. ....	25243013

### 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) <b>AND&gt;&gt;</b>	[    ] Veterans <b>AND&gt;&gt;</b> [    ] Employment Program    or    [    ] Disabled Persons

### PROPOSED SUBCONTRACTOR(S)

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

### CERTIFICATIONS

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

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

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

**PART**

**D**

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
  - a. Copy of the Alaska business license.
  - b. A canceled check that demonstrates payment for the Alaska business license fee.
  - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
  - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
  - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

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

## **CERTIFICATION FOR INSURANCE**

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

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

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

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

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

**CERTIFICATION – COST AND PRICING DATA**

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

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

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

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

**CERTIFICATION - FOREIGN CONTRACTING**

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

**CERTIFICATION – DBE COMMITMENT**

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

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

**CERTIFICATION – FORMER PUBLIC OFFICER**

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

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

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

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

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

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



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:SFHWY00070  
Federal Project No: 0003225  
Date Prepared: 05/09/2019

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

### ARTICLE D1 INDEMNIFICATION

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

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

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

### ARTICLE D2 INSURANCE

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

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

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

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

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

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

**MINIMUM LIMITS OF E&O INSURANCE**

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

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

**ARTICLE D3****MODIFICATION OF INSURANCE REQUIREMENTS**

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

**CONTRACTOR RELATED MODIFICATIONS**

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

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

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

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

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

**OTHER BASIS FOR MODIFICATIONS**

(Requires written concurrence from Division of Risk Management)

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

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

**CONTRACTING OFFICER**

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

# PROPOSED STATEMENT OF SERVICES

## KTN: Sayles/Gorge Street Viaduct Improvement (#1841), Acquisition and Relocation Services

IRIS Project No:	SFHWY00070
Federal Project No:	0003225
Date Prepared:	10/19/2023

### Index

#### Article Number and Title

- |    |  |
|----|--|
| B1 | Definitions                                    |
| B2 | Codes, Regulations, Standards, &<br>Procedures |
| B3 | Project Locations & Descriptions               |
| B4 | Administrative Requirements                    |
| B5 | Summary of Contract Services                   |
| B6 | Management                                     |
| B7 | Acquisition Scope of Work                      |
| B8 | Relocation Scope of Work                       |
| B9 | Property Management Scope of Work              |

#### Exhibit B-1

### **B1. Definitions.**

The following definitions are in addition to those found in Article A1 of Appendix A, General Conditions.

**B1.1 "DOT&PF"** means the Alaska Department of Transportation and Public Facilities.

**B1.2 "Right of Way Project Agent"** means the single point of contact at the DOT&PF assigned at the beginning of the contract.

**B1.3 "FHWA"** means the Federal Highway Administration.

**B1.4 "PSA"** means Professional Services Agreement.

**B1.5 "Project Staff"** means employees or subcontractors of the Contractor that are specifically assigned to perform the services identified in this PSA.

### **B2 Codes, Regulations, Standards, & Procedures.**

Professional right of way acquisition, and relocation services shall be performed in accordance with applicable codes, regulations, standards and procedures of professional practice, recognized methods, and in accordance with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646), as amended" (Public Law 100-17, 49 CFR Part 24, Alaska Statutes 34.60.010-150, and the policies and procedures as contained in the DOT&PF Right of Way Manual (utilizing the forms and/or format set out therein or otherwise provided by the Right of Way Project Agent). The Contractor shall not modify any of the provided forms without prior approval from the Contracting Agency.

**B2.1 Codes, Regulations, Standards & Procedures may be revised.** The Contractor shall be informed of any such revision in a timely manner.

### **B3. Project Locations and Descriptions.**

**B3.1** The KTN: Sayles/Gorge Street Viaduct (#1841) Improvement project involves the replacement of the existing 'L' shaped timber trestle structure that supports the intersection of Sayles and Gorge Streets with a new 'L' shaped concrete girder bridge supported by a steel frame substructure installed on concrete footings. The project would also rebuild a pedestrian staircase from near the Sayles/Gorge intersection to Water Street below and replace utilities, modify drainage, modify adjacent retaining walls, and improve other pedestrian facilities, as needed. The viaduct structure is owned by the City of Ketchikan. The project is funded through an MOA between the City of Ketchikan and federal highway dollars administered by the Alaska Department of Transportation and Public Facilities.

### **B4. Administrative Requirements.**

*Note: This Article is not a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks to be accomplished for the requirements of Articles B2 through B10.*

**B4.1 General.** The Contractor shall provide sufficient professional staff and facilities to complete the type(s) of services identified and authorized by sequentially numbered Notices-to-Proceed (NTP). The Contractor shall not perform services or incur billable expense except as authorized by an NTP.

**B4.2 Project Staff.** At a minimum, project staff shall include one (1) Project Manager, one (1) senior level Right of Way Acquisition/Relocation agent, one (1) journey level Right of Way Acquisition agent, and one (1) journey level Right of Way Relocation agent. Services must be performed by or under the designated supervisor and the following acquisition and relocation agents. The Contractor shall ensure that all project staff have secured any and all professional licenses required by the State of Alaska to conduct real estate transactions. No changes shall be made to the project staff without the prior written approval of the Contracting Agency. Administrative support staff is not subject to prior written approval.

### NAME

### Project Responsibilities

Contract Manager
Project Manager
Senior Acquisition /
Relocation Agent
Journey Acquisition Agent
Journey Relocation Agent

company name on the first page, cover sheet, or title sheet only.

## **B5. Summary of Contract Services.**

**B5.1 General.** The Contractor shall provide right of way services according to this Statement of Services and as itemized on the attached price proposal form.

**B5.2 Guarantee.** No guarantee is given that the Contractor will be required to provide all of the services detailed in this Statement of Services or that the Contractor will incur all of the costs estimated in Appendix C. Likewise, no guarantee is given that the Contractor will perform other services for the project beyond those defined in this contract.

**B5.3 Communication.** The Contractor must have Internet, e-mail, and FTP capabilities. Additionally, the Contractor must have computer compatibility with Microsoft Office 2010, (specifically Word and Excel), MS Teams, Adobe or equivalent with PDF format. It is the Contractor's responsibility to ensure all electronic files are compatible with the DOT&PF's computer software. Contractor shall maintain computers and office equipment at a place of business in Alaska. The Contractor shall provide a toll-free number for in-state and out-of-state business.

**B5.4 Title Reports.** The Contracting Agency will provide all necessary title reports to the Contractor. If additional information, new, or updated title reports are required, the Contractor shall notify the Right of Way Project Agent.

**B5.5 Appraisal Reports and Waiver Valuations.** The Contracting Agency will provide the approved Waiver Valuations for acquisition parcels with an estimated value of \$25,000 or less (\$10,000 for airport parcels and \$50,000 for state-funded projects).

**B5.6 Project Oversight Meeting.** Prior to beginning acquisition and relocation services, the Contractor and Contracting Agency shall conduct a partnering/organizational meeting ("Pre-Acquisition Meeting") for the Contractor, sub-contractors and the Contracting Agency personnel. The duration, location, and agenda of the meeting shall be as agreed upon with the Right of Way Project Agent. The Contractor shall review all of the services required, the detailed project schedule, the format of deliverables, the content of file transmittals, deliverable deadlines, and ensure all members of the team understand their roles and lines of responsibility.

## **B6. Management.**

Note: This Article is not a distinct task. Costs associated with the services described in this Article shall be apportioned among the tasks to be

**B4.3 Invoice Reports.** The Contractor shall provide a report with each monthly invoice. The report shall specify the service or item being invoiced. Any unpaid amounts from previous invoice periods that may be included in the most current invoice must be identified in the report.

**B4.4 Correspondence.** All correspondence and documents prepared by the Contractor shall bear the Contracting Agency's assigned project name, state and federal project numbers, and applicable parcel number(s).

**B4.5 Revisions.** The Contractor shall modify work products or services at the direction of the Contracting Agency. Corrections, adjustments, or modifications required by the parcel review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services. Work products with significant errors or omissions will not be accepted until corrected.

**B4.6 Reproduction and Distribution.** The Contractor will provide the original and copies of documents or files for distribution as required.

**B4.7 Completion Documentation.** All original documents prepared by the Contractor shall be submitted with the final transmittal for payment of parcel acquisitions. This includes materials created to develop, record, or justify services provided for the project. The Contractor shall maintain the documents and files until completion of this agreement. All documents and correspondence pertaining to individual acquisition or relocation files shall be submitted to the Contracting Agency at the time of transmittal for approval and payment.

**B4.8 Confidentiality.** No member of the Contractor's firm shall divulge any information or data pertinent to any appraisal, acquisition, or relocation to anyone other than the affected owner/lessee, Right of Way Project Agent, Right of Way Project Manager, State Appraisal Review Section, or State of Alaska Department of Law. The Right of Way Project Agent must approve the release of any project-related information to any individual, group or others.

**B4.9 Documents and Reports.** Original documents and reports shall be printed on one side of the paper only and shall be ready for copying.

**B4.10 Contractor Name on Documents.** No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. Documents produced for or submitted to the Contracting Agency shall include the Contractor's

accomplished for the requirements of Articles B2 through B10.

**B6.1 Performance Schedule.** The Contractor and Contracting Agency will establish a completion schedule for the services described in this PSA. This schedule will be used to track Contractor progress and invoices. The Contractor is not responsible for delays created by circumstances beyond their control (i.e. delay of deliverables from the Contracting Agency.) The Contractor shall notify the Contracting Agency as soon as they are aware of any delays.

**B6.2 Schedule changes.** Adherence to the project schedule is necessary to meet the Contracting Agency's long-term goals and commitments. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates. The Contractor shall make all required notifications in a timely manner consistent with the requirements set out in the AKDOT&PF Right of Way Manual. The current right of Way manual is available on-line at: [www.dot.state.ak.us/stwddes/dcsrow/pop\\_rowmanual.shtml](http://www.dot.state.ak.us/stwddes/dcsrow/pop_rowmanual.shtml)

A hard copy is also available upon request from the Contracting Agency. Periodic status reports shall be submitted by the Contractor in an agreed-upon format. The Chief Right of Way Agent must approve any and all deviations from the established schedule.

**B6.3 Meetings.** The Contractor shall remain available to attend periodic briefing meetings with the Right of Way Project Agent and Contracting Agency. The Contractor shall be responsible for providing timely information required for the project related services performed by functional groups within the Contracting Agency.

**B6.4 Project Office and Miscellaneous Equipment.** The Contractor must establish and maintain a project office or place of business within 50 miles of the project site. The cost of establishing or maintaining an office shall be considered a normal cost of business and the responsibility of the Contractor.

Computer equipment, copy machines, fax machines, telephones, copy materials, and office supplies shall be considered a normal cost of business and the responsibility of the Contractor, excluding any materials that are to be furnished by the Contracting Agency as a part of the contract (i.e. DOT&PF letterhead).

**B6.5 Project Coordination.** All coordination and correspondence for the project shall be handled through or with the concurrence of the Contracting Agency.

**B6.6 Contracting Agency Activities.** The Contracting Agency's Right of Way Project Agent will

coordinate the Contractor's activities with the functional groups within the Agency.

**B7 Acquisition Scope of Work.** The services to be provided are itemized on Exhibit B-1. The form should list all parcels and describes the services to be provided for each parcel. In addition, the Contractor shall be required to periodically submit an inventory detailing improvements within the existing or proposed right of way. The Contractor shall acquire all the proposed parcels by **February 15, 2024**. The project is subject to design changes, which may add, modify or delete parcels, and/or modify the project schedule.

**B7.1 Right of Entry Authorizations.** The Contractor shall obtain right-of-entry authorizations as directed by the Right of Way Project Agent.

**B7.2 Acquisition Procedures and Just Compensation.** The Contractor shall conduct all property acquisitions in accordance with Chapter 6 of the DOT&PF Right of Way Manual. The Contractor shall promptly contact and advise all land owners who have property to be acquired, in writing, of the Contracting Agency's intention to acquire their property. The Contractor shall deliver the Contracting Agency's acquisition and/or relocation brochures to the affected property owners and occupants. The Contractor shall maintain current Records of Contact for each property owner, tenant, and/or relocatee. The Contractor shall commence the acquisition process based upon the approved Determination of Just Compensation that has been established by DOT&PF's approved Waiver Valuation, and the approved Right of Way plans. The Contractor shall notify the Right of Way Project Agent if the property owner elects to have DOT&PF appraise the property. For property to be acquired by donation, the Contractor shall document written notification to the owner regarding their right to receive just compensation as described in Chapter 6 of the AKDOT&PF Right of Way Manual.

**B7.3 Unusual Issues.** Should the Contractor be confronted with unusual situations or problems, including, but not limited to, legal questions or complex valuation issues, the matter(s) shall be referred to the Right of Way Project Agent. If necessary, the Contracting Agency will furnish special instructions or a legal opinion for the Contractor's guidance, which shall become a part of this agreement. Under no circumstances shall the Contractor seek or rely upon legal council or opinions other than that provided or authorized by the Contracting Agency.

**B7.4 Prior Written Approval.** Any modification to parcelization or any change in the "part taken" must have prior written approval from the Contracting Agency. In the event the ownership of a property is found to be different than that indicated in the corresponding title



report, the Contractor shall advise the Contracting Agency in writing.

**B7.5 Negotiated Acquisition.** Once a negotiated acquisition is complete, the Contractor shall prepare an acquisition transmittal package containing the documents referenced in Section 6.10.3 of the AKDOT&PF Right of Way Manual, closing instructions, and any other documents required by the Right of Way Project Agent. The acquisition package shall be submitted to the Contracting Agency for approval. Once the Right of Way Project Agent has approved the package, it will be forwarded for payment.

**B7.6 Counter Proposals.** If negotiations for the amount of the approved fair market value are unsuccessful, an administrative settlement may be considered. If the Contractor receives a counter proposal from the property owner that is reasonable, prudent, and in the best public interest, the Contractor shall submit the counter offer to the Right of Way Project Agent for consideration. If the Right of Way Project Agent concurs, the Contractor shall prepare a recommendation for administrative settlement in accordance with Chapter 6 of the DOT&PF Right of Way Manual. Under no circumstances will the Contractor approve a settlement without written approval from the Contracting Agency.

**B7.7 Closings.** The Contracting Agency will determine which parcel acquisitions will be closed by a title/escrow company. The Contractor shall deliver these parcel acquisition files for processing to the Contracting Agency. The Contractor shall close the remaining parcels, as directed by the Contracting Agency. Closing activities include, but are not limited to: obtaining release and consent documents necessary to clear title to the subject property, preparation of all closing documents, and calculation of final settlement amounts. The Contractor shall calculate and issue Purchase Voucher for the proration of real estate taxes, and issue the Internal Revenue Service (IRS) required Form 1099-S to the property owner and the IRS in accordance with Federal Law. All original closing documents and a copy of the 1099-S information shall be transmitted to the Right of Way Project Agent for review and approval prior to payment processing. Costs of closing or escrow services provided by the Contractor are reimbursable under this contract. The Contractor shall obtain all keys to properties acquired and provide them to the Contracting Agency.

**B7.8 Recommendation for Condemnation.** In the event of an impasse in negotiations, the Contractor shall notify the Right of Way Project Agent and provide a Recommendation for Condemnation with appropriate supporting documentation as required in Chapter 6 of the DOT&PF Right of Way Manual. Once the Recommendation for Condemnation is approved and the

condemnation package is transmitted to the Attorney General's Office for filing, the Contractor's obligation under this contract is complete. However, the Contractor shall perform litigation related services as required and shall provide testimony as to good faith negotiations. Compensation for testimony and litigation related services will be negotiated separately based on the hourly rates submitted on the price proposal form and may be added by amendment to this contract.

**B7.9 File Maintenance.** The Contractor shall maintain a copy of all documents, forms and materials generated under the provisions of this agreement. Original signed documents and all correspondence pertaining to an acquisition shall be submitted to the Right of Way Project Agent as an acquisition transmittal package when requesting payment warrants.

The Contractor shall maintain copies of all transmitted documents as part of their records for 5 years. The Contractor shall allow the Contracting Agency access to all files upon written or verbal notice of the Right of Way Project Agent. The Contractor shall perform a quality assurance review on all parcel files prior to transmittal for payment in order to assure that all files contain the proper and correct documentation.

**B8 Relocation Scope of Work.** All relocation services shall be performed in accordance with the codes, regulations and requirements set forth in Section B2. Those specific parcels anticipated to require relocation services are identified in the attached Price Proposal Form. All Relocation Determinations shall be prepared by the Contractor. The Contractor shall submit all relocation determinations to the Right of Way Project Agent for review and approval by the Chief Right of Way Agent. The Contractor shall make no presentation of relocation benefits prior to approval of entitlements. The Right of Way agent who establishes the estimate of value of a moving, replacement housing, or business relocation benefit shall not negotiate for the parcel acquisition nor deliver the payments to the displaced person(s). If additional relocation needs are identified by the Contractor that are not included in the Price proposal Form, the Contractor will notify the Right of Way Project Agent immediately. All relocatees must vacate by **October 1, 2024**.

**B8.1 Acquisition Stage Relocation Plan.** Prior to commencement of acquisition and relocation, the Contractor shall submit an acquisition stage relocation plan detailing the services to be provided to each relocatee and a proposed time schedule. The Contractor shall not implement the plan until approval is received from the Contracting Agency.

**B8.2 Relocation Procedures for Residential and Business Properties.** The Contractor shall interview

the relocatee, provide Contracting Agency relocation brochures, personally explain the relocation program, and provide relocation services according to the procedures spelled out in Chapter 7 of the AKDOT&PF Right of Way Manual. The Contractor shall obtain initial lease agreements between relocatees and Contracting Agency.

**B8.3 Residential Relocation Market Search.** The Contractor shall maintain a current Record of Contact detailing discussions and activities for each relocation. The Contractor shall conduct a search for replacement comparable housing for each residential relocatee and shall make a housing/rent supplement determination using a minimum of three (3) available comparable dwellings. The relocation determinations shall be submitted in accordance with Chapter 7 of the AKDOT&PF Right of Way Manual and shall include, at a minimum, discussion of the following items:

- comparable floor plan and square footage
- finished and unfinished areas
- comparable lot size
- comparable age, type of construction, and condition of comparable
- type of neighborhood
- other comparable features

**B8.4 Decent, Safe, and Sanitary.** The Contractor shall inspect any and all replacement dwellings and ensure that they are decent, safe, and sanitary (DSS) as defined in Chapter 12 of the AKDOT&PF Right of Way Manual, prior to a residential relocatee occupying a replacement dwelling.

**B8.5 Relocation Claims.** The Contractor shall prepare relocation reimbursement claims based upon the previously approved determination of benefits.

**B8.6 Personal Property Inventory.** The Contractor, in conjunction with the relocatee, shall jointly prepare inventories on business properties, identifying personal property items owned by the relocatee. The inventory shall be signed by the subject relocatee and the Contractor, and shall be submitted to the Right of Way Project Agent for review and/or approval prior to obtaining moving cost bids.

**B8.7 Moving Costs.** In most cases, the Contractor shall obtain at least two bids from licensed commercial moving companies for the relocation of personal

property, as set out in Chapter 7 of the AKDOT&PF Right of Way Manual. If a self-move, a moving cost determination based on the lower bid will be submitted with a completed Self-Move Agreement and Claim Form to the Right of Way Project Agent for review and approval. Uncomplicated moves under \$2,500 may be approved by use of a single bid or an Agent's Estimate approved by the Chief Right of Way Agent. Upon approval of the moving cost reimbursement and after verification of the move, the Contractor shall obtain claim form signatures and return the forms, along with all required documentation, for warrant request.

**B8.8 Warrant Delivery.** Warrants may be delivered to the owner, tenant, or relocatee by any Contractor personnel except those who calculated, estimated and/or signed a relocation determination for which the warrant is being delivered.

**B8.9 Non-settlement.** In the event of non-settlement relating to relocation benefits, Contractor personnel shall provide litigation services by assisting the Right of Way Project Agent and the Contracting Agency's legal counsel, as required, during appeal or in preparation for board hearings or subsequent court proceedings. Compensation for testimony and litigation related services will be negotiated separately based on the hourly rates submitted on the price proposal form and may be added by amendment to this contract.

**B9 Property Management Scope of Work.** The Contracting Agency will perform all property leasing and clearing of the right of way. The Contracting Agency will manage improvements within the right of way.

**B9.1 Post-acquisition property summary and inventory.** The Contractor shall provide the Contracting Agency a post-acquisition property summary and inventory of all acquired property (including any parcels being acquired through condemnation).

The summary shall include all improvements and underground facilities such as underground storage tanks, wells, and septic systems located within the existing or acquired right of way. The disposition of any property improvements must be clearly detailed within the purchase agreement and final disposition form.

