

Village Safe Water Program

REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

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ISSUING OFFICE

Agency Contact & Email.....: Evan Patterson, Procurement Specialist, evan.patterson@alaska.gov
 Issue Date.....: February 27, 2024

PROJECT

RFP NUMBER: 24-VSW-KMO-016
Project Numbers-State/Federal.....: 24-VSW-KMO-016
Project Site (City, Village, etc.).....: Manokotak, Alaska
Project Title & Contract Description: Design of the Manokotak Old Village Sewer Main Repair Project
 The State of Alaska, Department of Environmental Conservation, Village Safe Water Program is issuing this RFP for a contractor to design repairs and upgrades to the sewer main for the City of Manokotak per the recommended alternative in the Old Village of Manokotak Water and Wastewater Facility Study.

Attachments:

Offerors must contact the procurement officer to receive the following attachments. Attachments will be sent to offerors via [ZendTo](#):

- Old Village of Manokotak Water and Wastewater Facility Study

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: June 1, 2024 through December 31, 2027

Estimated amount of proposed contract:

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

Proposed Method(s) of Payment:
 (T&E) for Phase II

☒ Firm Fixed Price (FFP) for Phase I ☒ Time and Expense

SUBMITTAL DEADLINE AND LOCATION

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

DATE: March 19, 2024

Alaska Standard Time: 2:00 PM

Email only directly to the address listed in the following return instructions: (and person, if named).

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register with the procurement officer 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.

Return Instructions:

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to april.akers@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at april.akers@alaska.gov to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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%).
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.
 - 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 attached to the RFP.

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).

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.

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. 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 MBE/WBE Preference:

This procurement is funded in part or fully through federal grants or cooperative agreements. It is a national policy to award a fair share of contracts to Minority Firms and Women's Business Enterprises through affirmative action. This solicitation incorporates a five point preference for all qualified minority firms and women's business enterprises.

15.2 Site Visit:

A pre-proposal inspection of the site is not scheduled. If offerors choose to visit the project site, they may contact the onsite coordinator Nancy George (907) 289-1027 or kmocity16@outlook.com to schedule a site visit. Offerors shall comply with all COVID protocols. Offerors shall direct all project questions to the procurement officer. The onsite coordinator and any other community members are not available for project questions. The department is not responsible for travel coordination or costs.

SUBMITTAL CHECKLIST

PART

B

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

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

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, MBE/WBE 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: **See RFP Part C**. 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. Cover Letter:
- Offerors must include a 1 page cover letter that provides a brief high level overview of the offerors firm. The cover letter must include a statement that the offeror meets Request for Proposal, Statement of Services, Appendix B, section 1.2 Minimum Requirements.
- [] 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. **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: **1 PDF**
- [] 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 accordance with Part A - RFP. 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. Project Understanding

1. Weight: 20

Page limit: 1 page

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

2. Project Approach

2. Weight: 15

Page limit: 1 page

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 your firm's approach to executing and managing these projects. Describe what, when, where, how, and in what sequence the work will be done. Explain if your firm is able to accomplish the project based on the department's schedule in RFP Statement of Services, Appendix B, section 1.6 Schedule. Explain if any overtime would be needed to meet the department's proposed schedule.

3. Project Manager Experience

3. Weight: 30

Page limit: 3 pages

Describe the qualifications and experience of the proposed Project Manager in accordance with the outline below.

Relevant Design Experience shall be identified by:

- a) Project title;
- b) Project description;
- c) Project start and end dates;
- d) Client name, telephone number and email address.

Experience on wastewater system projects in the Bristol Bay / Yukon-Kuskokwim region shall be identified by:

- a) Project title;
- b) Project description;
- c) Project start and end dates;
- d) Client name, telephone number and email address.

Construction Administration Experience shall be identified by:

- a) Project title;
- b) Project description;
- c) Project start and end dates;
- d) Client name, telephone number and email address.

4. Project Team Qualifications and Experience

4. Weight: 25

Page limit: 8 pages

Describe the qualifications and experience of the proposed project team that will directly work on the project. Identify each proposed team member and their role.

Team Summary: Introduce the project team, including any sub consultants, by providing one or two paragraphs about each key team member, summarizing their qualifications and relevant project experience to complete the assigned work. Provide a chart that shows the organization structure and lines of authority of the project team.

Consultant may provide resumes (2-page maximum per team member) for the project manager and key staff as an attachment and doesn't count towards the technical proposal page count. The resumes must only provide relevant project experience of the individual.

Team Design Experience shall be identified by:

- a) Project title;
- b) Project description;
- c) Project start and end dates;
- d) Client name, telephone number and email address.

Provide narrative statements that explain the project teams experience with:

- Construction Administration;
- procurement; and
- project closeout activities.

5. Quality of Proposal

5. Weight: 5

Page limit: N/A

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.

6.

6. Weight: 0

7.

7. Weight: 0

PART

C

8.

8. Weight: 0

9.

9. Weight: 0

10.

10. Weight: 0

SECTION II - PREFERENCES

PART

C

11. MBE/WBE Preference 40 CFR §33.202

11. Weight: 5

To be granted this preference:

Offeror must claim the MBE/WBE Preference on page one of Part D Proposal Form. In claiming the MBE/WBE Preference on page one of Part D, the Offeror is certifying that they, or subcontractor(s) meet the following requirements per 40 CFR §33.202 and/or §33.203:

In order to qualify for the Women's Business Enterprises (WBE) or Minority Business Enterprises (MBE), the business must obtain certification from any of the following organizations:

- United States Small Business Administration,
- United States Department of Transportation,
- Indian Tribal Governments,
- State/local Governments,
- Independent private organizations.

To qualify for the federal Environmental Protection Association, Disadvantaged Business Enterprises program, an entity must be certified, and such certification must meet the criteria as stipulated in 40 CFR §33.202 and/or §33.203. If a subcontractor is used to meet the preference then the offeror claiming eligibility for this preference must pledge in their proposal that the eligible subcontractor will be guaranteed the proposed work.

Offerors may provide their MBE/WBE certification number on the proposal form. If a certification number is not available then the offeror must provide a letter from the certifying agency verifying the offerors certification status within 10 days of the State's request.

MBE/WBE Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

MBE/WBE 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 a MBE/WBE as described above.

No MBE/WBE 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 a MBE/WBE as described above.

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

SECTION III - PRICE

Price is not an Evaluation Criterion and weights for both Criterion #12 and #13 shall be "0". State of Alaska preferences are removed from this solicitation in accordance with AS 36.30.890 and 2 CFR 200.319(c).

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**12. Weight: 0**

Offerors shall provide a proposed total hourly Billing Rates (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) for all personnel that will work on the project. The offerors price proposal must include all subcontractor costs for a total price proposal amount. The offeror must include all subcontractor price proposals. Subcontractor price proposals must comply with this section. The department may request price proposals be submitted in PDF and Excel formats. The offeror and subcontractors may use their own generated price proposal format but it must include the following information:

- Official Title and First and Last Name of each staff member (including subcontractor staff) working on the project.
- The hourly rate for each staff member. The hourly rate must include all direct and indirect costs.
- List each task and subtask that corresponds with the scope of work stated in this RFP. The offeror must list all subtasks even if they're not outlined in the scope of work.
- The amount of hours each staff member will allocate towards each subtask.
- If applicable include any travel or other expense costs.
- Total hours and cost for each task (subtotal) and total hours and cost for the project (total).

13. Total Price Proposal (Required Format)**13. Weight: 0**

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

1. Show project title, project number, and Offeror or Subcontractor Name.
2. **Direct Costs of Direct Labor (DCDL)**
Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

<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>
-------------	-----------------	-----------------------	----------------------------

- | | | | |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|
| 5. | <u>Total Proposed Cost</u>
Sum of DCDL + IDC + ODC | Total ODC: \$ _____ | Total Cost: \$ _____ |
| 6. | <u>Proposed Fee</u>
List a <u>proposed amount</u> (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs). | Proposed Fee: \$ _____ | |
| 7. | <u>Total Proposed Price</u>
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). | | |

Alaska Department of Environmental Conservation

Village Safe Water Program

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.....	24-VSW-KMO-016
Project Title	Design of Manokotak Old Village Sewer Main Repair Project
RFP No.....	24-VSW-KMO-016

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)	

FEDERAL FUNDING PREFERENCES

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):
[] MBE / WBE Preference

PROPOSED SUBCONTRACTOR(S)

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

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 pages 2 through 4 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, 8) Former Public Officer, 9) Telecom Prohibition, and 10) Clean Air Act – 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

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.

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

On projects using federal funds, the Contractor shall comply with the requirements of 2 CFR 200.216, as amended effective August 13, 2020, Federal Register, Vol. 85, No. 157, 49506 - 49582, **Prohibition on certain telecommunication and video surveillance services or equipment**.

By signature of this solicitation, the Contractor certifies the Contractor and subcontractors have not entered into a contract nor extended or renewed a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by:

- a. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. Hera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor shall further certify that it has complied the requirements of 2 CFR 200.216, as amended effective August 13, 2020, Federal Register, Vol. 85, No. 157, 49506- 49582 and that it will continue to do so throughout the term of the Contract.

Clean Air Act

The contractor and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

Dated: _____, 20____, at _____, Alaska.

[name of former state employee]

STATE OF ALASKA)
) ss.
JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My commission expires:

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

PROFESSIONAL SERVICES AGREEMENT

Agreement No: 24-VSW-KMO-016
IRIS Program No: N/A
Federal Project No: N/A

Project Title: Design of the Manokotak Old Village Sewer Main Repair Project

To this Agreement between **THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION, VILLAGE SAFE WATER PROGRAM**

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contract Manager

Contracting Officer

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: Procurement Specialist

ARTICLE 1 - PURPOSE

1.1 The purpose of this contract is for the contractor to

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:

\$

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end:

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions, Form 25A262		
B	Statement of Services		
C	Compensation, Form 25A280, plus Exhibits:		
D	Indemnification & Insurance, Form 25A269, plus Certificates of Insurance (for the prime CONTRACTOR)		
E	Certification of Compliance		
F	Contractor's Proposal		

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

Street: 555 Cordova Street
PO Box:
City, State, Zip: Anchorage, AK 99501
Phone-Voice: (907) 269-7612
Phone-FAX:
Email:

Appeals Officer: Commissioner,
DEC
Authorization: AS 46.07.040

Funding Source: **Federal**

☐ State

☐ IHS

☐ EPA

☐ Other: _____

(Check all that apply)

ARTICLE 6 - CONTRACTOR DATA

Manager:
Title: Member

Alaska Business License No.:
Federal Tax Identification No.:

Office Address

Street:
PO Box:
City, State, Zip:
Phone-Voice:
Phone-FAX:
Email:

Type of Firm

☐ Individual ☐ Partnership

☐ Corporation in state of:

Other (specify):

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

Service or Engineering Discipline

Subcontractor

GENERAL CONDITIONS

APPENDIX A

IRIS Program No: N/A
Federal Project No: N/A

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Article Number and Title

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A3	Hold Harmless
A4	Insurance
A5	Occupational Safety and Health
A6	Equal Employment Opportunity
A7	Payments to the CONTRACTOR
A8	Changes
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A10	CONTRACTING AGENCY Inspections
A11	Termination or Suspension
A12	Officials Not to Benefit
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A14	Proselytizing
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A27	Additional Provisions

ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services – Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding CONTRACTOR's services during the authorized period of performance.

A1.3 Amendment – A written change to this Agreement.

A1.4 Change – A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Commissioner – Commissioner of DEC.

A1.6 CONTRACTING AGENCY – The Department of Environmental Conservation (DEC).

A1.7 Contracting Officer – The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR – The firm (person or any business combination) providing services.

A1.9 Contractor's Manager – The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Contract Manager – CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contract with the CONTRACTING AGENCY.

A1.11 Contracts Officer – CONTRACTING AGENCY's representative within the Contracts/Professional Services section.

A1.12 Funding Agency – An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.13 Notice to Proceed (NTP) – Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.14 Statement of Services – Services and work products required of the CONTRACTOR by this Agreement.

A1.15 Subcontractor – CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING

AGENCY may assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including

apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed therefore. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of three (3) years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a

convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

ARTICLE A12 OFFICIALS NOT TO BENEFIT

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

ARTICLE A13 INDEPENDENT CONTRACTOR

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

ARTICLE A14 PROSELYTIZING

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

ARTICLE A15 COVENANT AGAINST CONTINGENT FEES

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

ARTICLE A16 PRECEDENCE OF DOCUMENTS

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

ARTICLE A17
ENDORSEMENT ON DOCUMENTS

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

ARTICLE A18
OWNERSHIP OF WORK PRODUCTS

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the CONTRACTING AGENCY.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

ARTICLE A20
CLAIMS AND DISPUTES

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Contracts Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Contracts Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The CONTRACTING OFFICER reserves the right to make written requests to the CONTRACTOR at

any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Contracting Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Commissioner designated on Page 2 of this Agreement.

A20.5 Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24 FEDERAL AID CERTIFICATION (For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees 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 at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 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 in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned 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.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower

tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE A25 TRADE RESTRICTIONS

The CONTRACTOR or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ARTICLE A26 SUSPENSION AND DEBARMENT

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

ARTICLE A27 ADDITIONAL PROVISIONS

(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)

A27.1 The CONTRACTOR shall comply, and ensure subcontractors comply, with the attached Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment per 2 CFR 200.216.

A27.2 The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A27.3 For Planning Projects, the CONTRACTOR shall provide the CONTRACTING AGENCY an engineer's estimate that includes materials compliant with the Build America, Buy America Act (BABA), and a separate engineer's estimate that is not restricted to BABA complaint components for the purposes of evaluating the additional financial burden of BABA compliance.

Design of Manokotak Old Village Sewer Main Repair Project

Article B1 Administrative Requirements

1.1 General

The contractor shall provide services as identified and authorized by one sequentially numbered Notice to Proceed. The contractor shall not perform services or incur billable expense except as authorized by a NTP.

1.2 Minimum Qualifications

In order for offers to be considered responsive offerors must meet the following minimum qualification requirements. Offerors must state in their cover letter that they meet these requirements.

1. The proposing firm shall be in the business of providing engineering design services and construction administration services for water and wastewater system projects.
2. The project manager shall have at least five (5) years of project management experience.
3. The project manager shall be a current licensed professional engineer in the State of Alaska.
4. The project manager shall have at least five (5) years of design experience as a P.E. in the State of Alaska.
5. The project manager shall have experience with Construction Administration on designs they completed in this time.
6. The offeror shall have experience working in any of the communities served by Village Safe Water or the Alaska Native Tribal Corporation (ANTHC) as listed in the attached Community Water Sewer Improvements Contact List spreadsheet. Experience shall include engineering services for water or wastewater infrastructure.

An offeror's failure to meet these minimum qualification requirements will cause their proposal to be considered nonresponsive and rejected.

1.3 Project Staff

All services must be performed by or under the direct supervision of the following individuals. Replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the department:

Name

Project Responsibilities

1.4 Definitions and Project Responsibility

The department's project manager or designee shall be the contractor's main point of contact. The contractor shall not deal directly with other department personnel or the subsequent construction contractor without the project manager's approval.

Department or Contracting Agency

State of Alaska, Department of
Environmental Conservation, Village Safe
Water Program

Contractor

Selected Design Contractor

Project Manager

Department Village Safe Water (VSW) Engineer

Construction Contractor

Subsequent Construction Contactor

General Terms:

- The Contractor herein is the "Engineer".
- The "Department" is the Owner with the rights and privileges that pertain to the Owner.
- The "Builder" herein refers to a contractor under contract with the Department for services to the project.
- The Engineer shall act as the Department's Representative during construction with respect to the Builder.
- The Engineer shall administer the Builder's contract with the Department to the degree defined herein. Engineer shall act on behalf of the Department only as specifically stipulated herein.
- Construction Administration services includes Assistance during Bidding, Services during Construction, and Services during Closeout and Warranty.

1.5 Project Location and Travel

The project location is Manokotak, Alaska. Travel under the resulting contract shall be in accordance with the State's travel policies [AAM 60 Travel](#). Travel must be pre-approved by the project manager.

1.6 Schedule

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as contract execution, is delayed, the rest of the schedule may be shifted accordingly. Calendar days are used unless otherwise noted.

Event/Deliverable	Event or Deliverable Deadline:
Contract execution/Notice to Proceed (NTP)	Estimated June 1, 2024
Tech Memo Conventional Treatment options	N/A
Design Analysis Report and 35% Drawings	20 weeks after NTP
65% Drawings	12 weeks after DAR
95% Drawings	8 weeks after 65%
Issue NTP for Phase 2	8 weeks after 65%
Finalize Permitting	2 weeks after 95%
100% Drawings, Approval to Construct (ATC)	8 weeks after 95%
Construction Start	2 months after ATC
Construction Complete	12 months after construction starts

1.7 General Standards

The contractor shall perform all services in accordance with applicable codes, regulations and standards, professional practice procedures, and commonly recognized construction methods. The contractor shall consider the geographical location, intent of the project and any site specific constraints when performing work.

1.8 Unit of Measure

The contractor shall use U.S. Customary units of measure throughout the project.

1.9 Professional Registration

All reports, plans, specification, estimates and similar work products provided by the contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Architect in responsible charge for the services. These Engineers or Architects shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

1.10 Billing Reports

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

1.11 Correspondence

All correspondence prepared by the contractor shall bear the department's assigned project name and numbers (State & Federal).

1.12 Documents and Reports

Documents and Reports shall be printed with solid black letters that are double spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

1.13 Copies

When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

1.14 Page Numbers

All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

1.15 Covers

The cover of all documents and reports shall include the following information:

- a. Name of document or report.
- b. Date.
- c. Indicate whether draft or final.
- d. Project Name.
- e. State and Federal Project Number(s).
- f. Prepared for: Department of Environmental Conservation, Village Safe Water Program.
- g. Prepared by:
- h. Map and/or picture of project area.

1.16 Contractor Name on Plan Sheets and Documents

No contractor logos shall be allowed on any electronic or hard copy document produced for the department. The contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the department shall include the contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME
ADDRESS
TELEPHONE NO.
CERTIFICATION OF AUTHORIZATION NO.

1.17 Plans, Maps, and Plats

Plans, Maps, and Plats shall be submitted with solid black ink on 11 x 17 inch bond paper. Submit final drawings on 11 x 17 inch bond paper and in pdf format. Digital Copies

The department uses Microsoft Windows (Word, Excel) and AutoCAD Civil 3D 2016 software. The contractor shall submit all digital files in formats fully compatible with the department's software. Formal submittals shall be on CD-R(W) or as approved by the department. Provide informal digital submittals as approved by the department.

1.18 Drafting

Design submittal plan sets shall be provided as PDF. The 100% drawings shall be submitted in either Autocad, current format, or DXF format to the department as a resource file. All submissions shall include the Autocad drawing files, or DXF drawing files, on CD ROM discs or thumb drive.

1.19 Specifications and Estimates

Specifications and Estimates shall be submitted with solid black letters that are double spaced on white, 8.5 inch x 11-inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency. All Specifications shall also be submitted on CD ROM discs or thumb drive as document files for Microsoft Word current edition. It is the contractor's responsibility to ensure all document files are virus free.

1.20 Revisions

The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the 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.

1.21 Errors and Omissions

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

1.22 Review Meetings

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

1.23 Comment Resolution

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

1.24 Reproduction and Distribution

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

1.25 Engineer Estimate

The contractor shall provide their best construction estimate for each design phase. The contractor shall not release any information pertinent to the engineer's estimate without the prior written authorization by the department's project manager.

1.26 Cost Effective Design

When developing the design the contractor shall advise the department of any cost effective solutions such as minimum or desirable design criteria.

1.27 Specifications

The contractor shall not specify sole source materials unless the department first obtains a sole source approval. The contractor shall not specify brand name materials unless a minimum of three (3) are named, and if "Department approved equivalent" is used, specify the criteria for judging equivalence.

1.28 Attachments

The following are attached to the RFP:

1. Community Water Sewer Improvements Contact List.
2. VSW Basic Plan Set Requirements.
3. VSW Design Analysis Report Table of Contents.

The following attachments will be sent to offerors via ZendTo:

4. Old Village of Manokotak Water and Wastewater Facility Study.

ARTICLE B2 BACKGROUND & SCOPE OF SERVICE

Background:

The City of Manokotak (community) is located on the east bank of the Igushik River, 25 miles west of Dillingham. The community owns and operates two separate water and two sewer systems, in two distinct areas of the community, approximately 5 miles apart; 'Old Manokotak' (also referred to locally as the 'Old Village'), and the 'Manokotak Heights' area. This project is located in 'Old Manokotak,' which has a served population of 293.

The community's original water and sewer system was constructed in the 1970s and utilized five sewage drain fields for wastewater treatment. In the 1980s, the sewer system was expanded with new sewer mains and service lines, and installation of a sewage lift station, force main, and wastewater lagoon. The drain fields were abandoned. In the 1990s, the sewer system was modified further with extension of the gravity sewer mains, along with replacement of the sewage lift station with a new lift station, and installation of an 8,000 gallon settling tank ahead of the lift station.

In 2012, a feasibility study report was written on ways to improve the community's water and wastewater systems. The report identified significant problems in the system including deteriorating manholes, flat grade in the sewer main, the aging lift station, and issues with the 8,000 gallon settling tank.

Scope of Service:

On behalf of the community, The State of Alaska, Department of Environmental Conservation, Village Safe Water Program (department) is soliciting a Request for Proposals (RFP) for a contractor to design repairs and upgrades to the sewer collection system per the recommended alternative in the Old Village of Manokotak Water and Wastewater Facility Study. This work shall include replacing approximately 240 linear feet (LF) of sewer main, rehabilitating or replacing 32 manholes, removing an 8,000 gallon settling tank, rehabilitating the existing lift station and replacing lift station pumps.

PHASE I – Design and Specification Development

2.1 Design and Specification Development

Task 1 – Review Meetings:

A VSW design review team shall review each design phase submittal. A design review meeting shall be held with the Engineer. In order to expedite the design, comments will be incorporated concurrently with design work. Design production schedule is critical so anything holding up progress, shall be a priority to resolve. The Engineer shall respond to and incorporate design review comments as follows:

- a. Pre-Meeting Comment Responses. The department will provide the contractor a list of compiled comments two (2) days before each review meeting. The contractor shall provide preliminary responses to the comments before the review meeting to facilitate a quicker review.
- b. Post-Meeting Comment Resolution. The contractor shall revise any draft responses pursuant to the design review meeting determination.
- c. The contractor shall incorporate changes as reflected in the comments and responses in the next design phase submittal.
- d. At the DAR and 35% stage the contractor shall facilitate a presentation to the community and VSW.
- e. At the 65% stage the contractor shall facilitate a design presentation to the community and VSW. This shall include 3rd party review of process, Civil, Mechanical, Electrical, Control, Structural, and Architectural. Any questions or concerns during this meeting shall follow the above procedure a. – c.
- f. At the 95% state the contractor shall facilitate a design presentation to the community and VSW. This shall include 3rd party review of Mechanical, Electrical, Control, Structural, and Architectural. The contractor shall discuss any issues with plan review or permitting.

Task 1 – Review Meetings Deliverables

Document Type	Format
Pre-Meeting Comment Responses	Emailed Microsoft Excel
Post Meeting Comment Resolution	Emailed Microsoft Excel

Task 2 – Preliminary Design Technical Memo:

A technical memo is not currently needed. The department may amend the contract to include a Technical Memo.

Task 2 – Technical Memo Deliverables

Document Type	Format
Technical Memo	Emailed PDF

Task 3 – Design Analysis Report (DAR):

The contractor shall prepare and finalize a DAR. The purpose of the DAR is to further develop the selected alternative in the PER by analyzing and documenting design approach, design requirements, and construction considerations. The DAR must follow the attached DAR table of contents.

Task 3 – DAR Deliverables

Document Type	Format
DAR	Emailed PDF

Task 4 – 35% Submittal:

The contractor shall provide the following submittals at the 35% design phase.

1. 35% Plans (the following is a list of sheets). Plans in Hand (PIH) Description. Prepare draft contract documents addressing the primary elements of the project. Provide preliminary plans for project manager review that is at least 35% complete.
 - General Sheets.
 - Site Plan.
 - Survey Sheets.
 - Geotechnical sheets.
 - Conceptual Layout.
 - System Schematics.
 - Civil Sheets.
 - Conceptual Mechanical, if required.
 - Conceptual Electrical, if required.
2. 35% Plan Review meeting. The contractor shall schedule and facilitate a meeting with the department and the community. The contractor will discuss the DAR and 35% design.

Task 4 – 35% Submittal Deliverables

Document Type	Format
Draft Design Drawings	Emailed PDF
Review Meeting and Responses	See Task 1 deliverable format

Task 5 – 65% Submittal:

The contractor shall provide the following submittals at the 65% design phase.

1. Submittal includes draft bid ready plans and specifications and shall conform to the attached Basic Plan Set requirements. The 65% submittal shall include the following:
 - General Sheets.
 - Site Plan.
 - Survey Sheets.
 - Geotechnical sheets.
 - Conceptual Layout.
 - System Schematics.
 - Civil Sheets.
 - The Survey, and Civil, shall be substantially complete.
 - The Mechanical, Electrical, and Control sheets may be less advanced and may still require coordination, if required.
2. The 65% submittal shall be in draft form at this stage and shall include draft Division 01 General Requirements.
3. Identify Permitting associated with project:
4. Department Wastewater (WW) Plan Review.
5. General Construction Discharge Permit and Storm Water Pollution Prevention Plan.
6. US Army Corps of Engineers (COE) Permit.
7. Fire Marshall Review.
8. Draft procurement packages for:
 - General Contractor.
 - Other long lead elements.
9. 65% Design Cost Estimate. The contractor shall provide the following cost estimates:
 - Capital.
 - Operation and Maintenance.
10. Community Design Update.

Task 5 – 65% Submittal Deliverables

Document Type	Format
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Draft Design Drawings	Emailed PDF
Draft Specifications	Emailed PDF
Draft Construction Schedule including major milestones	Emailed MS Project
65% Cost Estimate	Emailed PDF
Review Meeting and Responses	See Task 1 deliverable format

Task 6 – 95% Submittal:

The contractor shall provide the following submittals at the 95% design phase.

1. Submittal includes draft bid ready plans and specifications and shall conform to the attached Basic Plan Set requirements. The 95% submittal shall include the following:
 - Plans for all disciplines shall be substantially complete.
2. Construction Environmental Conditions and Permitting submittal to:
 - Department WW Plan Review.
 - Fire Marshall Review.
 - Other permits not listed here.
3. Draft Final Specifications. These shall be well advanced.
4. Final Cost Estimate.
5. Final Construction Schedule.
6. 95% Design Review Comments and Responses.
7. Procurement Package for the General Contractor.

Task 6 – 95% Submittal Deliverables

Document Type	Format
95% Drawings	Emailed PDF
95% Specifications	Emailed PDF
Adjudicated PIH Review Comments	Emailed PDF
Final Construction Cost Estimate	Emailed PDF
Review Meeting and Responses	See Task 1 deliverable format

Task 7 – 100% Submittal:

The contractor shall 100% finalize the contract documents based on comments from the review phase. Include the indicated products that were listed for changes in a previous review. Documents will not be accepted until comments have been addressed to the department's satisfaction. Prepare documents that are ready for advertising for construction bids as identified below.

- a. Final Check Set. Provide a final unsigned planset for final comments by the department. Incorporate any comments received into the plans before signing and sealing the final plan sheets.
- b. Engineering Seals. Submit final plan sheets sealed by an appropriate Professional Engineer currently registered in the State of Alaska who is in charge for the project work. Sign plan sheets in blue waterproof ink. Digital signatures will not be accepted.
- c. Issued for Construction Plans.
- d. Final Specifications.

Task 7 – 100% Submittal Deliverables

Document Type	Format
Final Check Set	Emailed PDF
Final Sealed Plans	Emailed PDF
Final Permits	Emailed PDF

Task 8 – Permitting:

The contractor shall obtain the following permits, and any other necessary permits identified over the course of the design.

1. Fire Marshall Review.
2. DEC Approval to Construct:
 - Wastewater.
3. SHPO Determination.
4. USACE Wetlands Fill Permit.

Task 8 – Permitting Deliverables

Document Type	Format
Final Permits	Emailed PDF

PHASE II – Bidding and Contracting Assistance

I. Construction Administration services by the Engineer

1) Task 1 – Assistance During Bidding:

The Engineer shall assist the Department as requested during project bidding. Engineer's personnel who were responsible for design drawing and specification development shall be available during this phase.

- a) As requested by the department, the Engineer shall participate in department meetings including but not limited to pre-bid teleconferences and evaluation of bids.
- b) The Engineer shall prepare responses to questions from bidders concerning clarification or interpretations of bidding documents when requested by the Department. The Engineer shall assist the Department with any required bid addenda. The Engineer shall respond and issue documents to the Department within 2 business days to avoid a long solicitation period. The Engineer shall not communicate information about this project with potential bidders. All correspondence and documents shall be through the Department and not directly with a bidder unless authorized by the Department.
- c) The Engineer shall review the Schedule of Values and assess if it is properly proportioned and detailed for the work.
- d) At the discretion of the Department, the Engineer shall review the Builder's list of subcontractors as provided by the Builder, which list is typically provided within five days of issuance of the Apparent Low Bidder. The Engineer shall promptly apprise the Department if it deems the Builder's subcontractors satisfactory or unsatisfactory in their respective areas of building expertise.
- e) Within one month after bid opening the Engineer shall submit the conformed drawings and specification.

Task 1 – Assistance During Bidding Deliverables

1. As needed department meetings.
2. Assistance during bidding to include interpretation, clarification and change order documents and review and approve shop drawings.

2) Task 2 – Engineering Services During Construction

These services are provided after the Builder's contract with the Department has been executed and ends when the services hereunder are complete or the period of performance has lapsed.

- a) Communication:
 - i. Meetings: The Engineer shall facilitate regular meetings with the Builder and the Department to provide project updates and address conditions or events that may affect schedule or price. During construction, "regular" is weekly.
 - ii. Monthly reports: Engineer shall summarize progress and expenditures monthly. It is anticipated that this would follow or coincide with the Builders progress payment.
 - iii. Routine or special reports and photos provided by the Builder to the Engineer on a daily, weekly, or intermittent basis, shall in turn be made available to the Department directly or through appropriate software.
- b) Submittal Review Services: The Engineer shall promptly review material submittals, shop drawings, test results, samples and other submissions provided by the Builder for conformance with the design specifications and drawings. As required by the specifications, the Engineer shall approve or not approve submittals requiring acknowledgment or approval, and file submittals for the record.

The Engineer shall maintain a submittal log and shall promptly notify the department concerning submittals, or lack of submittals, which may delay construction progress. The Engineer shall use the following convention when responding to submittals:

- i. "No Exceptions Taken" – denotes the submittal is generally consistent with the requirements of the contract documents. A resubmittal is not required.

- ii. “Make Corrections Noted” – denotes the submittal is generally consistent with the requirements of the contract documents but only as conditioned by notes and corrections made on the submittal. A resubmittal is not required.
- iii. “Rejected” – denotes that the submittal does not meet the requirements of the contract documents. The department will indicate on the returned submittal deficiencies that must be remedied. A resubmittal is required.

The Engineer shall make submittals and associated approval correspondence available through appropriate software to the Department.

c) Design Clarification and Variation Requests (DCVRs) and Requests for Information (RFIs):

- i. The Engineer shall respond to Department DCVRs and RFIs submitted by the Builder regarding the design specifications and drawings. The Engineer shall prepare appropriate clarifications and instructions or modifications to the contract documents as required and submit to the Department.
- ii. The Engineer shall not approve variation requests that affect site utilization, and or increase cost or schedule without consultation with the Department.

d) Delay by Engineer Avoided:

The Engineer shall respond and issue documents to the department in a timely manner to avoid project delays or stoppage. The Engineer shall provide all responses within 7 calendar days to the department. The Engineer shall notify the department if more time is needed within 2 calendar days of receiving initial request from the department.

e) Progress Site Visits:

- i. Engineer shall make work site visits at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Builder’s executed work. Based on information obtained during such visits and observations, Engineer, for the benefit of Department, will determine, in general, if the work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the work. Engineer’s efforts will be directed toward providing for Department a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer shall keep Department informed of the progress of the work and will endeavor to guard Department against defective work.
- ii. Engineer shall provide written (digital) trip reports while at the work site highlighting progress, issues, and including annotated photos.
- iii. During Site Visits and in the course of observations of Builder’s work, Engineer shall not supervise, direct, control, or have authority over or be responsible for Builder’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Builder to comply with Laws and Regulations applicable to the performance of the work.

f) Observation and Inspection of the work:

- i. The Engineer shall observe the work for conformance with the contract documents for progress payment approval.
- ii. Acceptability of work: Engineer will render decisions regarding the requirements of the contract documents, and judge the acceptability of the work. (In rendering such decisions and judgments, Engineer will not show partiality to Department or Builder, and will not be liable to Department, Builder, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.)
- iii. Additional Inspections: Engineer has authority to require inspections or testing if in the opinion of the Engineer they are required.
- iv. Concealed Conditions: Engineer shall investigate and make recommendations to the Department regarding concealed conditions.

- v. Defective Work: Engineer has the authority to determine whether work is defective, and to reject defective work.
- vi. Stopping the Work: The Engineer does not have authority to stop work. The Engineer may recommend such to the Department.
- vii. Performance: Interprets and decides matters concerning performance.

g) Inspections, Testing, and Commissioning:

- i. Substantial Completion: Engineer conducts inspections for, determines the date of Substantial Completion, and issues a *Substantial Completion Punch List* pursuant to such inspection.
- ii. Final Completion: Engineer conducts inspections for, determines the date of, and provides a notice of Final Completion.
- iii. Special Inspections and Systems Commissioning: Engineer shall perform special inspections and testing as required in the specifications. Engineer shall observe commissioning to confirm system performance as provided in the specifications. Engineer shall provide a commissioning or performance report.

h) Changes: Engineer shall recommend and draft changes to the Contract Documents as required:

- i. Recommends and prepares Change Orders and construction Change Directives to be approved, formalized, and executed by the Department.
- ii. Approves or directs changes that do not affect price, scope of work or schedule, and reports them to the Department.
- iii. Serves as initial decision maker in responding to claims and promptly communicates such to the Department.

i) Processing Pay Applications:

- i. The Engineer shall review and certify payment requests from the Builder. If certified, the payment requests shall be forwarded to the Department for final approval and payment. If not certified, the Engineer shall inform the Builder and the Department.
- ii. The Engineer shall maintain a record of payment requests, cumulative payment, and retainage.

Task 2 – Engineering Services During Construction Deliverables

1. Weekly meetings
2. Monthly Reports
3. As needed Special Reports
4. Submittal Review
5. Submittal Log
6. DCVR and RFI Review and Response
7. As needed Progress Site Visits
8. Observation and Inspection of the Work
9. Inspections, Testing, and Commissioning
10. Change Order review
11. Processing Pay Applications

3) Task 3 – Services during Closeout and Warranty

a) Substantial Completion: The Engineer shall determine Substantial Completion.

The Engineer shall confirm that the following submittals and requirements have been met prior to determining the date of Substantial Completion.

- i. Operation and Maintenance submittals and data have been provided by the Builder;

- ii. Satisfactory performance of facility systems has been demonstrated by the Builder, including commissioning, testing, and training of the facility operators;
 - iii. Evidence bearing on the Record Documents has been provided by the Builder as required in the Contract Documents.
- b) Final Completion. The Engineer shall determine Final Completion.
- i. The Engineer shall confirm that the Substantial Completion punch list has been completed.
 - ii. The Engineer shall review and certify (when the application is complete) final application and payment. Because of need to reconcile unit prices, stipulated payments, Engineering costs associated with failed tests, or other Builder contract provisions that affect price, final payment may include a final change order. The Engineer shall draft the substance of the final change order, and submit it to the Department to execute.
- c) Closeout:
- i. The Engineer shall obtain final permitting and close permitting which has been issued to the Department, on behalf of the Department.
 - ii. The Engineer shall compile operation and maintenance manuals from information provided by the Builder and draft an Operation and Maintenance manual that is readily understandable by key operations stakeholders.
 - iii. The Engineer shall execute and stamp Record Drawings.
- d) Warranty:
- i. The Engineer shall act on behalf of the Department in regards to issues that come up during the course of Warranty period, which may be 1 or 2 years subject to provisions in the Builders contract.

Task 3 – Services during Closeout and Warranty Deliverables

- 1. Substantial Completion
- 2. Final Completion
- 3. Closeout
- 4. Warranty

COMPENSATION

APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

VSW Contract No:24-VSW-KMO-016
Date Prepared:

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR & SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
--------------------------------------------	--------------------------------------	------------------------------	---------------------------	------------	----------------------------

Total Agreement Amount: _____

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price. Phase I Design and Specification Development (Phase I) shall be Fixed Price (FP).

3. **FIXED PRICE(S) PLUS EXPENSES** section not used.

4. **COST PLUS FIXED FEE** section not used.

5. **TIME AND EXPENSES** payments will be made according to the following for Phase II Bidding and Contracting Assistance (Phase II). The contractor shall submit a price proposal for Phase II within 30 days of the department's request.

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

The contractor's Phase I hourly rates will be the base hourly rates used for Phase II. The department will enter the below information as provided on the contractor's final submitted price proposal, after any negotiations, per RFP Part C, Section III – Price, #12. Labor Billing Rates. The department will not enter the Person's Name until the contractor submits a price proposal for Phase II.

Firm	Job Classification	Person's Name	Billing Rate (\$/HR)
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5.1.2 **BILLING RATES** are hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added. The contractor shall manage workload in a manner to reduce the need for overtime. The contractor must submit overtime requests to the department with as much advance notice as possible. The request must include a reason why overtime is needed, any negative effects if the request is not approved, for what task(s), and a time period (specific limited days). Approval of overtime is at the department's sole discretion.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

5.3 The following Consumer Price Index clause only pertains to Phase II.

Annually the contractor may request price adjustments 30 days prior to March 31. Price adjustment requests must be in writing. If the contractor fails to request a price adjustment, the price adjustment will be effective 30 days after the state receives the contractor's written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average July through December 2023; and each July through December thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. The price adjustment rate will be applied to the contractors base Phase II hourly rates. No retroactive contract price adjustments will be allowed.

Unless the contractor is able to provide a base rate that was in effect when the original contract base rates were submitted the following process will be used for new positions not identified when the contract was executed to include but not limited to subcontractors. When a new position is added to the contract the positions hourly rate will become the positions base Phase II hourly rate. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average July through December (base year will be the most recent published July through December CPI); and each July through December thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. The price adjustment rate will be applied to the contractors base Phase II hourly rates. No retroactive contract price adjustments will be allowed. All other rate adjustment processes remain in effect.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the department.

6. **SPECIAL CONSIDERATIONS:**

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M&IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M&IE allowances. Additionally, the traveler will receive 75% of the full allowable daily allowance on the initial date of departure and the final date of arrival for contract-approved travel, regardless of time of departure/arrival.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

VSW Program No: 24-VSW-KMO-016
Federal Project No:
Date Prepared:

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

ARTICLE D1 INDEMNIFICATION

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

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

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

ARTICLE D2 INSURANCE

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

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

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

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

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

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

MINIMUM LIMITS OF E&O INSURANCE

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

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

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: _____

NOTICE TO PROCEED & BILLING SUMMARY

NTP No:
Agreement No: 24-VSW-KMO-016
PSA Expiration Date:

(This form is for any COST REIMBURSEMENT Agreement, generally one that will exceed \$250,000.)

Contractor:

Project Title: Design of Manokotak Old Village Sewer Main Repair Project

NOTICE TO PROCEED

Provide services for the Tasks Group(s) and specific Tasks enumerated below in the Billing Summary. Any services beyond the written scope and/or any costs above the price estimate for **each Task Group** in our Agreement, require prior Agency approval and a contract Amendment. Actual cost underrun of Contract Amount for any Task Group shall not routinely accumulate for other Groups. The Contracting Agency reserves the right to retain or reallocate any remaining funds resulting from such cost underruns.

This NTP is cumulative and it supersedes all prior NTPs for this Agreement.

The Agency Contract Manager for this NTP is:

Tel No.

Issued for the Contracting Agency by:

Accepted for the Contractor by:

Signature _____ Date _____
Name:

Signature _____ Date _____
Name:

BILLING SUMMARY

This Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice # for this Agreement is: []**.

Total Contract Amounts	Authorized Task Groups and Tasks Number(s)	Authorized To - Date	Prior Aprv'd Payments	This Billing	Total To - Date
Phase I Design and Specification Development					
	A, Tasks No(s):				
	B, Tasks No(s):				
	C, Tasks No(s):				
	D, Tasks No(s):				
Phase II Bidding and Contracting Assistance					
	A, Tasks No(s):				
	B, Tasks No(s):				
	Total Authorized Amount for All Groups				
Sum of Prior APPROVED Payments					
Sum for THIS INVOICE					
Sum of Prior Payments and this Invoice					
Balance of Authorized Amount					

Template

Object

Activity

Phase

PAYMENT REQUEST (Contractor):

Signature _____ Date _____
Name:

APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.

PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment.

Signature _____ Date _____
Name:

Signature _____ Date _____
Name:

INSTRUCTIONS TO CONTRACTOR for COST REIMBURSEMENT NOTICE TO PROCEED (NTP) & BILLING SUMMARY

1. **RETAIN AN UNMARKED**, as issued, **COPY OF THIS FORM** to be used for reproduction and billing.
2. If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your receipt.
3. Submit monthly Invoices to the Agency Contract Manager named in this NTP. **Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
 - b) Entries in the following columns: Prior Aprv'd Payments, This Billing, and Total to Date for each Task Group; plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. **ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally, check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.**
6. Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
7. ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
8. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.

CERTIFICATION OF COMPLIANCE

APPENDIX E

VSW Program No:24-VSW-KMO-016
Federal Project No:
Date Prepared:

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

1. For Procurements over the Small Procurement Limits, **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(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 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).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (AS 08.48.241), which 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.

5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architecture, 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) that 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. The Contractor certifies that firms or individuals **debarred or suspended by the Department, State or Federal agencies** are not employed or subcontracted under this Professional Services Agreement.

The Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature
Name :
Title :

Date

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:
<http://www.commerce.alaska.gov/web/cbpl/home.aspx>.