PART

Alaska Department of Family & Community Services REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

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Certification of Eligibility (Ethics Act)

Form 25A257, Pre-Audit Statement

Form 25A269. Indemnification & Insurance

Proposed Statement of Services

Other: N/A

ISSUING OFFICE

Agency Contacts & Phone No's....: Mark Moon, Facilities Manager I, (907) 269-7812 mark.moon@alaska.gov Michael Fleming, Facilities Manager II, (907) 269-7820 michael.fleming@alaska.gov Contracting Division State of Alaska, Dept of Family and Community Services, FMS Facilities

| RFP NUMBER: | 26242004 |
|---------------------------------------|--|
| Project Numbers-State/Federal: | ANC 24-44P |
| Project Site (City, Village, etc.): | Palmer, Alaska |
| Project Title & Contract Description: | Alaska Veterans and Pioneers Home - Roof Replacement Design Services |

The Contractor shall provide bid ready design documents and design support services to develop and advertise the Alaska Veterans & Pioneers Home Roof Replacement. Services are anticipated to include PS&E, bidding assistance, and construction administration. Design Milestones: Plans review at 75%, 95% and final CD's, bidding assistance and construction administration will be negotiated on a time & expense basis.

SCHEDULE & PAYMENT

| Anticipated period for performance-Begin/End: May 2024 through December 2026 | | | |
|---|--|----------------------------|--|
| Estimated amount of proposed contract:□Less than \$200,000□⊠\$250,000 to \$500,000□ | \$200,000 to \$250,000 \$500,000 to \$1,000,000 | \$1,000,000 or greater | |
| Proposed Method(s) of Payment:Image: Constraint of the second | Firm Fixed Price (FFP) | Cost Plus Fixed Fee (CPFF) | |
| 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: May 9, 2024,

PREVAILING TIME: 2:00 PM

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

*Also see 15. Special Considerations, Item 15.5

Mark Moon Facilities Manager I **DFCS/FMS** Facilities 3601 C Street, Suite 290 Anchorage, AK 99503 Email: mark.moon@alaska.gov



SELECTION PROCEDURE



1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one- percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.

2. Scoring of proposals will be accomplished as follows:

2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C -Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.

2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.

2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.

2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.

3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:

- 3.1 Provide written recommendations for consideration during contract negotiations;
- 3.2 Conduct discussions in accordance with paragraph 4, below.

4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).

5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES



1. The Contracting Agency is an equal opportunity employer.

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

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

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

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

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

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

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

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

8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.

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

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

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

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

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



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

| 12. Professional Liability Insurance for the proposed contract: □ is not required ☑ is required as shown on DOT&PF Form 25A269. | | | | |
|---|----------------|--|--|--|
| 13. The proposed contract in will will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP: | | | | |
| "In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CF U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscriminatio Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award. | on in nt to | | | |
| 14. Pre-proposal Conference: 🛛 None 🗌 As follows: | | | | |
| | | | | |
| | | | | |
| | | | | |

15. Special Notices:

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

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <u>http://www.dot.alaska.gov/cvlrts/index.shtml</u>

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

15.4 Interested parties are reminded that the Agency point of contact is noted on page 1 of this section, all questions and requests for information shall be directed to this individual.

15.5 The Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to <u>mark.moon@alaska.gov</u> prior to the date and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their proposal. Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in size. The Contracting Agency will either print out proposals in color for distribution or email a PDF to the Evaluation Committee.

SUBMITTAL CHECKLIST



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

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

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

 is
 is not
 an evaluation criterion for the proposed contract.

If Price is a Criterion, prepare *Billing Rates and/or Price Proposals* as described in Criteria #12 and/or #13.

- [] 7. Complete all entries on Part D Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below.
- [] 8. Attach Criteria Responses (*except any Billing Rates or Price Proposals*) to Part D Proposal Form. The maximum number of attached pages (*each printed side equals one page*) for Criteria Responses shall not exceed: . 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

[]]

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

EVALUATION CRITERIA

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

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. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods

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

3. Management

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed, *in proximity to the Contracting Agency's office* 2, and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

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

- 1. Contract Management (contract compliance)
- 2. Project Management (single point-of-contact directly engaged in contract performance)
- 3. Strucutural Engineer
- 4.
- 5.

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

Continued Next Page

2. Weight: 25

3. Weight: 10

1. Weight: 15

4. Weight: 25



PART

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

² Delete sentence beginning with "Accordingly, your response..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.

7. Weight: 5

Page 2 of 6

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to the proposed contract. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

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

5. Workload and Resources

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

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

6. Past Performance & Quality Control

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

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

7. Quality of Proposal

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.

5. Weight: 5

PART C

8. Weight:

9. Weight:

rfp-c

8.

9.

10. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

Option #1

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

| Г | |
|---|--|

11. Weight: 0

11. Alaska Bidder (Offeror) Preference 23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e) Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

(A) Firm holds a current Alaska Business License;

(B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;

(C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;

(D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and

(E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.

No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

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

SECTION III - PRICE

If price is <u>not</u> an Evaluation Criterion, weights for <u>both</u> Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A – RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B – Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

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

12. Labor Billing Rates (<u>Required</u> Format)

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

| 1. Contract Management | (Estimated at | % of total labor effort) |
|------------------------|---------------|--------------------------|
| 2. Project Management | (Estimated at | % of total labor effort) |
| 3. | (Estimated at | % of total labor effort) |
| 4. | (Estimated at | % of total labor effort) |
| 5. | (Estimated at | % of total labor effort) |

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

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

<u>(Lowest aggregate rate from all Offerors) x (MPP*)</u> = Offeror's Criterion Score (Offeror's aggregate rate)

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

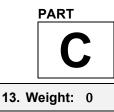
If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

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

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



12. Weight: 0



Total DCDL: \$

Total ODC: \$

Total Cost: \$

Proposed Fee: \$

Total Price: \$

13. Total Price Proposal (<u>Required</u> Format)

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.*

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

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.

 Item
 Quantity
 Cost (\$/Unit)
 Proposed Costs (\$)

5. <u>Total Proposed Cost</u>

| Sum | of D |) CDL | + ID | <u>C +</u> | ODC |
|-----|------|----------|------|------------|-----|
| | | | | - | |

6. **Proposed Fee**

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

7. Total Proposed Price

Sum of Total Proposed Cost plus Proposed FEE.

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

Response will be scored as follows:

<u>(Lowest Total Proposed Price) x (MPP*)</u> = Criterion Score (Offeror's Total Proposed Price)

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

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

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

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

Alaska Department of Transportation & Public Facilities PROPOSAL FORM

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.



PART

PROJECT

| Project Numbers-State/Federal: | ANC 24-44P |
|--------------------------------|--|
| Project Title: | Alaska Veterans and Pioneers Home - Roof Replacement Design Services |
| RFP No | 26242004 |

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): [| |
| [] Individual [] Partnership [| |

] Corporation in the state of . :] Other(specify)......:

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

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

 PROPOSED SUBCONTRACTOR(S)

 Service, Equipment, etc.
 Subcontractor & Office Location
 AK Business
 DOT&PF DBE

 License No.
 Certification No.

CERTIFICATIONS

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

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

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

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.
- A copy of the Alaska business license application with a receipt stamp from the State's business license office. C.
- d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
- Other forms of evidence acceptable to the Department of Law. e.

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).

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.

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.

Joint Ventures, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used 7. 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, <u>and</u> in which the officer participated personally and substantially through the exercise of official action,

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

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

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

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

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

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

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

[name of former state employee]

STATE OF ALASKA)) ss. JUDICIAL DISTRICT)

On this ______ day of ______, 20__, [<u>name of former state employee</u>], 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 [<u>her or his</u>] 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: <u>A notary or other official empowered to administer</u> oaths is unavailable.

PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

| 1. | Identify your financial year including beginning and ending dates: | | | | |
|-------|--|--|---|--|--|
| 2. | | your actual costs, by the following categories, for your mo he reverse. | st recently ended fiscal year. Cost Terminology is defined | | |
| | 2a. | Direct Labor | \$ | | |
| | 2b. | Attach a Trial Balance with grouping of accounts used t Fringe Benefits General & Administrative Expenses | \$ | | |
| | | Sum | \$ | | |
| | 2c. | Indirect Cost Rate (Sum of 2b / 2a) | Percent (%): | | |
| 3. | lf yo | our records have been audited within the last two years by | a government agency, attach a copy of the Audit Report. | | |
| 4. | | ch copies of your most recent Internal and Audited (if pe rements. | rformed by other than the Contracting Agency) Financial | | |
| 5. | Are [| your accounting methods for recording contract costs ba] Yes [] No If your response is "No", attach | sed on a job or project identified cost system? an explanation of your project cost accounting system. | | |
| 6. | lf yc atta | ou charge projects based on unit rates (e.g.: for comput ch a list of such items and unit rates. | er time, laboratory tests, copies or equipment use, etc.) | | |
| 7. | Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?] Yes] No | | | | |
| | I | f you have questions concerning this document, ple | ase telephone our Auditors at (907) 269-0715. | | |
| | | CERTIFICAT | <u>'ION</u> | | |
| | | nat I am a duly authorized representative of the Contractor accurately represent financial records of the office lister | or and that information and materials enclosed within this d below. | | |
| | - | nature: Name: Title: tractor: | _ Date: Telephone: Fax: Email: | | |
| Offic | ce Ad | ldress for which this Submittal is made: | Address where Accounting Records are maintained, if not at Office Address: | | |
| | – | Street: | | | |
| City | | O. Box: ate, Zip: | | | |
| | | | | | |

COST TERMINOLOGY

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

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

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

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

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance Deferred Compensation/Retirement Plans Vacation Time and Authorized Leave Social Security and Unemployment Taxes Group Medical Plan and Life Insurance Premiums

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

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

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

Alcoholic Beverages Advertising Interest and Other Financial Costs Contributions and Donations Federal Income Taxes Goodwill Organization Costs Lobbying Costs Bad Debts Fines and Penalties Entertainment Keyman Insurance

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

INDEMNIFICATION AND INSURANCE Appendix D in Professional Services Agreements

IRIS Program No: 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

The CONTRACTOR shall indemnify, hold D1.1 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 reperformance 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 <u>Worker's Compensation Insurance</u>: 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 <u>Commercial General Liability Insurance</u>: 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 <u>Comprehensive Automobile Liability Insurance</u>: 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 <u>Professional Liability (E&O) Insurance</u>: 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

| D2.1.5 Professional L | iability Insurance required for th | iis |
|-----------------------|------------------------------------|-----|
| Agreement is | \$ | |

 Contract
 Combined Single Limit, Per

 Amount
 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

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 en 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. &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 (<i>checked</i>) 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 | e che | <i>cked</i> modifications of the insurance requirements specified in Article D2 are hereby approved: |
| CON | TRA | ACTING OFFICER Signature: Date: Name: Title: |

PROPOSED STATEMENT OF SERVICES APPENDIX B

Date Prepared: 4/1/2024

Alaska Veterans & Pioneers Home-

Roof Replacement Design Support Services

ARTICLE B1 INDEX OF ARTICLES

| Article | Group | Task # | | Subject |
|---------|-------|--------|-----|---|
| | | | | |
| B2 | | | | Exhibits |
| B3 | | | | Codes, Regulations, Standards and Procedures |
| B4 | | | | Administrative Requirements |
| B5 | | | | Management |
| B6 | | | | Project Location and Description |
| B7 | | | | Summary of Contract Services |
| B8 | | 1 | | Reserved |
| B9 | Α | 2 | NIC | Electrical Design |
| B10 | Α | 3 | | Plans, Specifications and Engineer's Estimate |
| B11 | Α | 4 | | Assistance During Bidding |
| B12 | Α | 5 | | Assistance with Design Project Closeout |
| B13 | С | 6 | | Assistance During Construction |
| | | | | |
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| | | | | |
| | | | | |
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| | | | | |
| | | | | |

The Contracting Agency gives no guarantee that Notice to Proceed will be given for any task.

NIC is abbreviation for Not in Contract. The Contracting Agency reserves the right to add (NIC) tasks by amendment. However, it is under no obligation to do so, and reserves the right to complete the services by any other means, including the use of in-house forces.

EXC is abbreviation for Excluded from Contract. No task marked EXC will be included in Contract.

ARTICLE B2 EXHIBITS

| <u>Exhibits</u> | <u>Subject</u> |
|-----------------|---------------------------------|
| B-1 | Project Location Map(s) |
| B-2 | Project Schedule |
| B-3 | Design Standards and Guidelines |
| B-4 | Sample Monthly Progress Report |

ARTICLE B3 CODES, REGULATIONS, STANDARDS AND PROCEDURES

B3.1 All studies, reports and design services shall be performed in accordance with applicable codes, regulations, and standards; professional practice procedures; commonly recognized construction methods; and the DOT&PF's policies, procedures, and practices, including those shown in **Exhibits B-3, B-4.** The Contractor shall consider the geographical location of the project as well as other environmental and site-specific constraints when performing services for this project.

B3.2 Publications that contain the current design standards and guidelines are listed in **Exhibit B-3**. During the period of this agreement the listed documents may be added to, deleted, or revised.

B3.3 English units of measurement shall be used throughout development of the project.

ARTICLE B4 ADMINISTRATIVE REQUIREMENTS

B4.1 General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expenses except as authorized by an NTP.

B4.2 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 Contracting Agency).

| <u>Name</u> | Project Responsibilities |
|-------------|--------------------------|
| Name | Contract Management |
| Name | Project Management |
| Name | Structural Engineering |

The following services are NIC; however, the Contracting Agency may add by Contract Amendment. NIC Services, if added, will be performed by or under the direct supervision of, the following individuals:

| Name | Project Responsibilities |
|------|--------------------------|
| Name | Electrical Engineering |

B4.3 Professional Registration. All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of an Engineer or Land Surveyor currently registered in Alaska.

B4.4 Billing Reports. The Contractor shall provide a 2-page (typical) report with each monthly billing for months in which services are performed. Billings will be submitted no later than the 15th of each month. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

B4.5 Correspondence. All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned Project name and numbers (State & Federal).

B4.6 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. Original, camera ready, copies of final documents and reports shall be submitted to the Contracting Agency for a check before printing. All final documents and reports shall also be submitted as document files for Microsoft Word or compatible software.

B.4.6.1 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 comb bound.

B4.6.2 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.

B4.6.3 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 Project Numbers:
- f. Prepared for: Alaska Department of Family and Community Services.
- g. Prepared by:
- h Map and/or picture of project area.

B4.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. 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 Contracting Agency 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 COMPANY ADDRESS

B4.8 Drafting All drawings shall be submitted as AutoCAD current edition drawing files and plot files. Unless otherwise stated, the format and standards for all drawings shall be according to the most current Department of Transportation & Public Facilities (DOT&PF) Central Region English (as a guide) Highway Design Drafting Manual as of the Notice to Proceed for this contract. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme shall be cause for rejection. The drafting procedures shall be as outlined in the current Contracting Agency's Highway Design Drafting Manual. See **Exhibit B-3**.

B4.9 Specifications shall be submitted with solid black letters that are single 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 be developed using Microsoft Word 2016 or compatible software. Specifications shall be submitted for incorporation into the overall project specifications to be prepared by DOT&PF.

B4.10 Estimates. Develop the Engineer's Estimate for applicable items for incorporation into the overall project estimate.

B4.11 Quantity Calculations. Quantity calculation information shall contain sufficient information to allow the quantity for each item to be checked by starting at the source document. Reference the source document(s) for each pay item. These Documents shall be referenced to the applicable pay item. Submit documents to be incorporated in the overall project loose leaf, 3-ring binders. Provide dividers to clearly mark the location of specific items within each binder.

B4.12 Proofreading. The Contractor shall prepare the report(s), which to the greatest extent possible, are free of mathematical, grammar, spelling, and typographical errors. The Contractor is responsible for professional proofreading of the report(s) to meet the intent of this requirement.

B4.12.1 Quality Assurance Memo. Provide with each submittal a Quality Assurance memo signed by the person in responsible charge for the project and the Contractor's Project Manager, certifying that they have performed a quality control check on the items included in the submittal. A memo template will be provided by the Contracting Agency upon request.

B4.13 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.

B4.13.1 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.

B4.13.2 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 inresponsible-charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

B4.13.3 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.

B4.14 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.

B4.15 Completion Documentation. The original of all documents prepared by the Contractor during project development shall be submitted with the Final PS&E assembly. These documents include all notes, sketches, maps, photographs, survey data, computations (cost computations shall be under separate cover), cross sections, and other materials created to develop, record, or justify services provided for the project. These documents shall identify all assumptions made. The Contractor shall keep a copy of all the development documents until construction is complete.

B4.15.1 Documents created to determine pay item quantities shall contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. These Documents shall be referenced to the applicable pay item.

ARTICLE B5 MANAGEMENT

B5.1 Performance Schedule. A Project Schedule is attached as **Exhibit B-2**. The Contractor agrees to expend all effort necessary to stay on schedule and meet the contract delivery dates. If the Contractor becomes aware of any reason why the project schedule may be delayed, such reason shall be identified in writing to the Contract Manager within two working days of discovery.

B5.1.1 Meetings / Reports. The Contractor shall schedule and attend periodic briefing meetings with the Contract Manager. Various members of the Contractor's support staff and subcontractor staff shall

also attend, if necessary. The Contractor shall be responsible for providing timely information required for the project related services performed by the functional groups within the Contracting Agency. The Contractor shall provide "exception reporting" of scheduled activities that are late, suspended, or significantly accelerated. The Contractor shall explain why any activity is off schedule, or likely to become so. The Contractor shall also explain what corrective action(s) are being taken. The Contractor shall keep minutes of all meetings and submit them to the Contract Manager within five workdays following each meeting.

B5.2 Project Coordination. All coordination and correspondence for the project shall be handled through or with the concurrence of the Contract Manager.

B5.2.1 Not Used.

B5.2.2 Contracting Agency Activities. Except as specified otherwise, the Contract Manager will coordinate the Contractor's activities with those of various functional groups within the Agency. The Contractor shall be responsible for providing timely information required for the project related services performed by the functional groups within the Contracting Agency.

B5.2.3 Agency and Public Coordination. The Contractor shall not commit the Contracting Agency to any action to be accomplished by the proposed project.

B5.2.4 Correspondence. The Contractor shall submit all written material, letters, survey forms, etc., used to communicate information regarding the project to the Contract Manager for review and acceptance prior to its distribution. Copies of all outgoing and incoming correspondence shall be provided to the Contract Manager at least once a week. All outgoing correspondence shall include the project title and state and federal project numbers.

B5.2.5 Release of Information. The release of any project-related information must be approved by the Contract Manager.

B5.2.6 Not Used.

B5.2.7 Coordination with other Contractors. The Contractor will coordinate with other design contractors as directed by the Contracting Agency on this project.

ARTICLE B6 PROJECT LOCATION AND DESCRIPTION

B6.1 Location. The project is located at 250 E. Fireweed Avenue Palmer, Alaska 99645. Refer to **Exhibit B-1**.

B6.2 Description. This contractor shall provide bid ready construction documents and design support services to install a new roof on the Alaska Veterans and Pioneers Home. Provide condition assessment of existing structural conditions.

ARTICLE B7 SUMMARY OF CONTRACT SERVICES

B7.1 General. The Contractor will complete most of the design efforts.

B7.2 Contractor Tasks. When authorized by a Notice to Proceed, perform the following services:

Plans, Specifications and Engineer's Estimate Assistance During Bidding Assistance with Design Project Closeout Assistance During Construction

B7.3 Contractor Tasks that may be added by amendment. The following tasks may be added by amendment:

Electrical Design

ARTICLE B9 ELECTRICAL DESIGN Task 2 (NIC)

The Contracting Agency reserves the right to negotiate and add this Article by Amendment; however, it is under no obligation to do so, and reserves the right to complete the services by any other means, including the use of in-house force

ARTICLE B10 PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE Task 3

B10.1 General. Provide construction contract documents and other deliverables for roof replacement design as described herein. The project design must be a best accommodation of the geographic location and the site-specific constraints, as well as the project values and other constraints as defined by the Contracting Agency. The Contracting Agency intends to develop the design, plans, and specifications for the project.

B10.2 Assembly Content and Formatting Requirements. The content and format of the plans, specifications, and estimate assemblies shall comply with the requirements of the Department of Transportation & Public Facilities (Central Region) Guidelines.

B10.3 Plan Sheets. The Contractor shall provide plan sheets suitable for project bidding and construction to be incorporated into the overall plan set assembly.

If required, each plan sheet shall be sealed by a Professional Structural Engineer, as appropriate, currently registered in the State of Alaska who is responsible for the work. All seals shall remain unsigned until the Final PS&E assembly.

The Contractor shall promptly notify the Contracting Agency whenever the proposed design modifies utility relocations, driveways, and/or right-of-way acquisitions. The Contracting Agency must approve of changes in utilities, driveways, or right-of-way involvement before the Contractor proceeds with design.

The Plan Sheets shall be on 11"X17" paper and shall include all proposed work included in the PS&E package.

B10.3.1 Not Used

B10.3.1.1 Not Used.

B10.4 Specifications. The Contracting Agency will provide a current copy of the CSI MasterFormat Standard Specifications.

Prepare any project specific special provisions. Whenever possible, use performance specifications rather than method specifications.

Notify the Contract Manager if you discover any potential need for sole source or proprietary items. Do not specify any proprietary items unless at least two are named. If "or equivalent" is used, specify the criteria for judging the equivalence. Do not specify sole source materials unless a sole source procurement authorization is obtained.

B10.4.1 Not Used.

B10.5 Engineer's Estimate (EE). Use standard pay items unless there is a specific reason to use special ones. The Contracting Agency shall provide pay item numbers for items not listed in the Standard Specifications if needed.

The Engineer's Estimate must remain confidential until after construction bids are opened.

B10.6 Submittal Packages and Reviews. The Contract Manager may review the submittal package and require changes, corrections and/or clarifications, and a re-submittal.

B10.6.1 Not Used

B10.6.2 The **Over the Shoulder Submittal Package** will replace the traditional Plans-In-Hand review as the Contracting Agency has progressed the overall project design beyond 75% complete. The Over the Shoulder submittal must consist of plans 75% complete, a specifications memo, and an engineer's estimate for the hydraulic elements. Indicate clearly on the plans any locations where additional property rights may be required, and any potential requirements for adjustments or relocations of utility facilities. This submittal will be an informal review by selected Contracting Agency functional groups.

B10.6.2.1 Initial Comment Responses. The Contracting Agency shall provide written comments on the Over the Shoulder submittal. Provide written responses to as many of the comments as practicable. Indicate which comments require further information or coordination.

B10.6.2.2 Over the Shoulder Discussion will take the place of the traditional Plans-In-Hand Review Meeting. It shall be held a few weeks after the submittal is received. The Contractor's Project Manager and staff who are in-responsible-charge of relevant design disciplines must attend.

B10.6.3 The **PS&E Review Submittal Package** must consist of plans 95% complete, specifications, Special Notice to Bidders, the engineer's estimate, and the following:

- a. A brief report of significant changes made to the assembly after the Over the Shoulder Review Discussion (if applicable).
- b. A written list of comments made by the Over the Shoulder reviewers, with adjudicated responses.
- c. A technical memo describing all non-standard features on the project, and the reason(s) for them. (If applicable)

B10.6.3.1 Initial Comment Responses. The Contracting Agency shall provide written comments on the PS&E submittal. Provide written responses to as many of the comments as practicable before the review meeting. Indicate which comments require further information or coordination.

B10.6.3.2 Not Used.

B10.6.3.3 A **PS&E Review Meeting** will be held a few weeks after the submittal is received. The Contractor's Project Manager, and staff who are in-responsible-charge of relevant design disciplines must attend.

B10.6.4 The Certification Set Submittal must consist of the following:

- a. Plans essentially complete. The Contract Manager may direct that some minor work/revisions need not be included in this set.
- b. Specifications essentially complete. The Contract Manager may direct that some minor work/revisions need not be included in this set.
- c. Engineer's Estimate essentially complete.
- d. Final responses to all comments made on the design.

B10.6.4.1 Revise the certification set deliverables per Contract Manager direction.

B10.6.5 The Advertisement Package must consist of the items listed below.

- a. Complete, signed and sealed Plans
- b. Complete Specifications including Appendices
- c. A brief report of significant changes made to the assembly after the PS&E Review meeting, but which were not discussed at that meeting. (If applicable)
- d. Final responses to all comments made on the design (if updates are required after the Certification Set submittal).
- e. Letter describing any unusual design features, and the reasons for them. (If applicable)

B10.6.5.1 Revise the advertisement set deliverables per Contract Manager direction.

B10.7 Deliverables.

| Type of Document | Para Hard Copies | PDF | AutoCAD |
|---|------------------|-----|---------|
| CAD Files for Support Groups | B10.3.1.1 | | 1 |
| Over the Shoulder Review Submittal | B10.6.2 | 1 | |
| Over the Shoulder Initial Comment Responses | B10.6.2.1 | 1 | |
| PS&E Review Submittal | B10.6.3 | 1 | |
| PS&E Review Initial Comment Responses | B10.6.3.1 | 1 | |
| Certification Submittal | B10.6.4 | 1 | |
| Advertisement Package | B10.6.5 | 1 | 1 |

ARTICLE B11 ASSISTANCE DURING BIDDING Task 4

B11.1 General The Contract shall provide information and support to the Contracting Agency as requested during project bidding. Personnel who were in responsible charge for engineering, and other personnel as necessary and appropriate, must be available to interpret and clarify documents prepared during project development and to assist the Contracting Agency with preparing any necessary addenda to the bid documents. All communication about this project must be through the Contracting Agency. Do not communicate directly with the potential bidders.

B11.2 Deliverable Items.

| Type of Document | <u>Paragraph</u> | Hard Copies | PDF |
|-----------------------|------------------|-------------|-----|
| Addenda (as required) | B11.1 | 1 | 1 |

ARTICLE B12 ASSISTANCE WITH DESIGN PROJECT CLOSEOUT Task 5

B12.1 As-Awarded CAD files. Within four (4) weeks after the bids are opened for the construction contract, provide all CAD files for the project.

B12.2 Completion Documentation and Project Files. Submit the original of all documents prepared by the Contractor during project development. These documents include all notes, sketches, maps, photographs, survey data, computations, cross sections, meeting and site visit notes, and other materials created to develop, record, or justify services provided for the project. Identify all assumptions made in the documentation. Keep a copy of all the development documents until construction is complete.

Documents created to determine pay item quantities must contain sufficient information to allow the quantity for each pay item to be checked by starting from the source document. Reference these documents to the applicable pay item.

Provide electronic copies of photographs on disks or other media approved by the Contracting Agency.

B12.3 As Awarded Specifications. Submit the final specifications with all addendums incorporated.

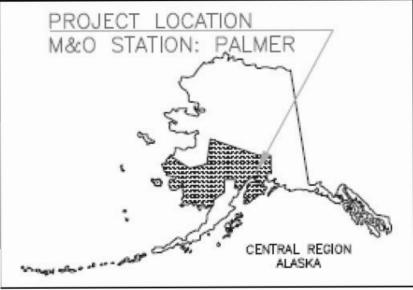
B12.3 Deliverables

| Type of Document | <u>Para</u> | Hard Copies | <u>Electronic</u> |
|----------------------------------|-------------|-------------|-------------------|
| As Awarded CAD files | B12.1 | - | 1 |
| General Project Files | B12.2 | 1 | 1 |
| Electronic Copies of Photographs | B12.2 | 1 | 1 |
| As Awarded Specifications | B12.3 | 1 | 1 |

ARTICLE B13 ASSISTANCE DURING CONSTRUCTION Task 6

B13.1 Provide assistance to the Contracting Agency as requested during project construction. Personnel who were in responsible charge for engineering, and other personnel as necessary and appropriate, must be available to interpret and clarify documents prepared during project development and bidding; to review and approve shop drawings, electrical materials/catalog cuts submittals and other relevant project features designed by the Contractor; and to assist the Contracting Agency with preparing any necessary change order documents.

EXHIBIT B-1 PROJECT LOCATION MAP



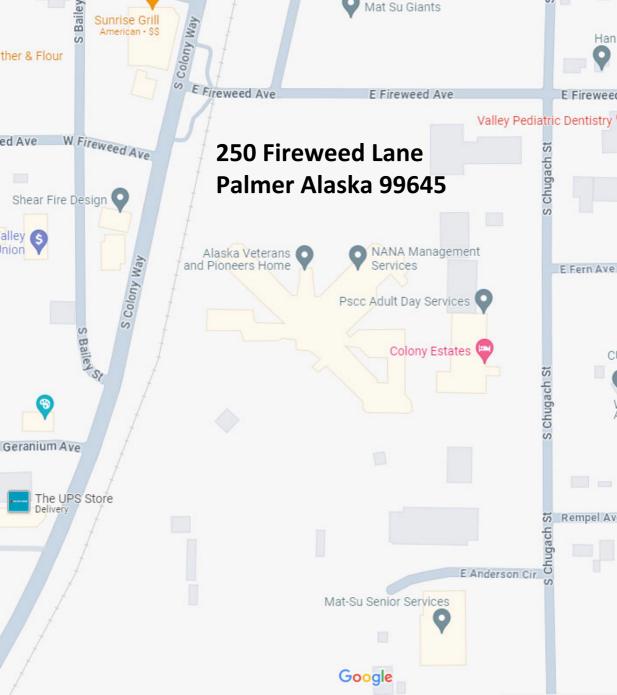


EXHIBIT B-2 PROJECT SCHEDULE

| Milestones | Date | Deliverables |
|--------------------------|---------------|---|
| Project Start | . June 2024 | Notice to Proceed |
| Over the Shoulder Review | August 2024 | Draft Plans, Specifications, and Estimate |
| PS&E Review | October 2024 | 95% Plans, Specifications, and Estimate |
| Certification | November 2024 | Certification Set: PS&E |
| Advertise | December 2024 | Final Plans, Specifications, and Estimate |

EXHIBIT B-3 DESIGN STANDARDS AND GUIDELINES

| AA | Aluminum Association |
|--------|---|
| AABC | Associated Air Balance Council |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI | American Concrete Institute |
| ADC | Air Diffusion Council |
| AGC | Associated General Contractors |
| AITC | American Institute of Timber Construction |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| AMCA | Air Movement and Control Association |
| ANSI | American National Standards Institute |
| APA | American Plywood Association |
| ARI | Air-Conditioning and Refrigeration Institute |
| ASHRAE | American Society of Heating, Refrigeration and Air Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society for Testing and Materials |
| AWWA | American Water Works Association |
| AWI | Architectural Woodwork Institute |
| AWPA | American Wood-Preservers' Association |
| AWS | American Welding Society |
| CRSI | Concrete Reinforcing Steel Institute |
| EJMA | Expansion Joint Manufacturers Association |
| FS | Federal Specification |
| GA | Gypsum Association |
| IEEE | Institute of Electrical and Electronics Engineers |
| IMIAC | International Masonry Industry |
| MIL | Military Specification |

| ML/SFA | Metal Lath/Steel Framing Association |
|--------|---|
| NAAMM | National Association of Architectural Metal Manufacturers |
| NEBB | National Environmental Balancing Bureau |
| NEMA | National Electrical Manufacturers' Association |
| NFPA | National Fire Protection Association |
| PCA | Portland Cement Association |
| PCI | Prestressed Concrete Institute |
| PS | Product Standard |
| SDI | Steel Deck Institute |
| UL | Underwriters' Laboratories, Inc. |
| WCLIB | West Cost Lumber Inspection Bureau |

EXHIBIT B-4 SAMPLE MONTHLY PROGRESS REPORT

ATTENTION: (Agency Project Manager, Agency Name)

FROM: (Contractor's Project Director, Contracting Firm)

PROJECT: (Project title and numbers)

CONTRACT NO:

PROGRESS REPORT NO:

DATE:

INCLUDES ALL WORK TO (insert date)

END OF LAST INVOICE PERIOD (insert date)

1. PERCENTAGE COMPLETION AND ACTUAL COST PER TASK. INCLUDE THE TOTAL CUMMULATIVE PROGRESS TO DATE (table format).

TASK | TOTAL CONTRACT PRICE | ACTUAL COST TO DATE | % COMPLETE

2. SUMMARY OF WORK EFFORT PER TASK DURING THE REPORTING PERIOD.

3. LIST OF DELIVERABLES WITH SCHEDULED SUBMITTAL DATE, EXPECTED SUBMITTAL DATE AND % COMPLETE (table format).

4. PLANNED WORK FOR THE NEXT REPORTING PERIOD PER TASK.

5. KNOWN OR ANTICIPATED DELAYS/PROBLEMS PER TASK.

6. LIST ANY OUT OF SCOPE OR ADDITIONAL WORK WITH THE ESTIMATED COST AND/OR SCHEDULE IMPACTS PER TASK.