



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

TABLE OF CONTENTS

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

Proposed Statement of Services

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

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

ISSUING OFFICE

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

PROJECT

RFP NUMBER: **25253002**
Project Numbers-State/Federal: **SFHWHY00608 / N/A**
Project Site (City, Village, etc.): **Cold Bay**
Project Title & Contract Description: **Cold Bay (CDB) Dock Replacement- Environmental Assessment**

The Department intends to enter into a negotiated agreement for professional services to obtain structural, civil, geotechnical, coastal, electrical, and mechanical engineering services for the replacement of the existing Cold Bay Dock in Cold Bay, Alaska. Expertise in the analysis and design of floating structures, fendering structures, and pile supported mooring structures in the marine environment is required. Obtain assistance with writing the Environmental Assessment (EA), including a Climate Change Analysis, Essential Fish Habitat Assessment, Section 106 support, Section 508 compliance, public involvement, and permitting assistance.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: September 15, 2024 to December 31, 2030

Estimated amount of proposed contract:

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

Proposed Method(s) of Payment:

☒ Fixed Price Plus Expenses (FPPE) ☒ Firm Fixed Price (FFP) ☒ Cost Plus Fixed Fee (CPFF)
☐ Other:

SUBMITTAL DEADLINE AND LOCATION

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

DATE: August 08, 2024

PREVAILING TIME: 4:00 PM

HAND DELIVER PROPOSALS TO:

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

Email to srdotpfcontracts@alaska.gov

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

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

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

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

SELECTION PROCEDURE

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

NOTICES

PART

A

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

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

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

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

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

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

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

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

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

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

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

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

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

PART**A**

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

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

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

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

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

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

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

15. Special Notices:

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

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

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

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

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

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

Termination by Default

By signature on their proposal/bid, the offeror/bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.



SUBMITTAL CHECKLIST

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

PART

B

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

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

- [] 8. Attach Criteria Responses (**except any Billing Rates or Price Proposals**) to Part D - Proposal Form. The maximum number of attached pages (**each printed side equals one page**) for Criteria Responses shall not exceed: **Twelve (12)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.
- Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.
- CAUTION:** Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

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

EVALUATION CRITERIA

PART

C

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 20

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

2. Weight: 20

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.¹ Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 15

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

4. Weight: 20

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

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. QA/QC Management
4. Responsible Charge: Civil, Structural, Coastal, Geotechnical, Electrical, Mechanical
5. Support Staff

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

Continued Next Page

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.

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

5. Weight: 0

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

6. Weight: 20

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

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

7. Quality of Proposal

7. Weight: 5

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

PART

C

8.

8. Weight: 0

9.

9. Weight: 0

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises**49 CFR 26****10. Weight: 0**

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

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

11. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".**11. Weight: 0**

To be granted this preference:

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

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

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

Rating will be as follows:

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

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

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

SECTION III - PRICE

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

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

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

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

12. Labor Billing Rates (Required Format)

12. Weight: 0

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**.

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

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

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

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

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

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

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

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

2. Direct Costs of Direct Labor (DCDL)

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

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

3. Indirect Costs (IDC)

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

IDC Rate: _____ % IDC Amount: \$ _____

4. Other Direct Costs (ODC)

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

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

5. Total Proposed Cost

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. Proposed Fee

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

Proposed Fee: \$ _____

7. Total Proposed Price

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

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

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

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

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

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

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

Alaska Department of Transportation & Public Facilities PROPOSAL FORM

PART

D

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

PROJECT

Project Numbers-State/Federal.....: **SFHWY00608/N/A**
Project Title: **Cold Bay (CDB) Dock Replacement- Environmental Assessment**
RFP No.: **25253002**

OFFEROR (CONTRACTOR)

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

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

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

PROPOSED SUBCONTRACTOR(S)

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

CERTIFICATIONS

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

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

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

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

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

CERTIFICATION FOR INSURANCE

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

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

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

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

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

CERTIFICATION – COST AND PRICING DATA

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

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

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

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

CERTIFICATION - FOREIGN CONTRACTING

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

CERTIFICATION – DBE COMMITMENT

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

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

CERTIFICATION – FORMER PUBLIC OFFICER

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

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

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

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

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

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

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

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

PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

1. Identify your financial year including beginning and ending dates
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
Fringe Benefits \$
General & Administrative Expenses \$

Sum \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a)Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
[] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

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

CERTIFICATION

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

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

Office Address for which this Submittal is made:

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

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

COST TERMINOLOGY

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

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

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

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

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

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

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

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

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

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

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

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

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

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No:SFHWY00608
Federal Project No: N/A
Date Prepared: 05/09/2019

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

ARTICLE D1 INDEMNIFICATION

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

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

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

ARTICLE D2 INSURANCE

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

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

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

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

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

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

MINIMUM LIMITS OF E&O INSURANCE

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

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

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

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

CONTRACTOR RELATED MODIFICATIONS

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

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

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

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

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

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

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

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

CONTRACTING OFFICER

Signature: _____ Date: _____
 Name: _____
 Title: _____

PROPOSED STATEMENT OF SERVICES

APPENDIX B1 - ADMINISTRATIVE REQUIREMENTS

RFP No: 25253002
Program No: SFHWY00608
Federal No: N/A
Date Prepared: July 15, 2024

RFP No. 25253002 Cold Bay (CDB) Dock Replacement

General. The State of Alaska Department of Transportation and Public Facilities (DEPARTMENT), Southcoast Region, Division of Preconstruction Services is seeking professional engineering and support services to replace the Cold Bay Dock.

ADMINISTRATIVE REQUIREMENTS

General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed (NTP). The Contractor shall not perform services or incur billable expenses that are not authorized by a NTP.

Funding Source. Design and Permitting is funded by the Federal Highway Administration (FHWA). Construction will be funded by the Maritime Administration (MARAD). The project(s) will be subject to federal Buy America requirements. The design consultant will ensure compliance with both funding agency's permitting, contracting, and procurement provisions as required.

Project Staff. The Consultant is required to identify their Professional Staff by listing each Position Title, Name, and specific Area(s) of Responsibility deemed necessary to provide the requested services as identified under Article B2.0, Statement of Services. All services must be performed by or under the direct supervision of the listed individuals. The Consultant agrees to provide the full complement of Project Staff listed in their proposal for the duration of this Contract. Should the Consultant need to propose changes to the Project Staff originally identified for evaluation in their proposal, due to any cause beyond their reasonable control, the Consultant will provide a written notice of the proposed substitute(s) to the DEPARTMENT for approval. Demonstrate in the notice that the proposed substitute(s) has similar, or superior, qualifications and experience necessary to perform the required duties. The DEPARTMENT has the sole right to determine whether key personnel proposed as substitutes are qualified to perform the work in the specific Area(s) of Responsibility, as stated. All changes made to the key staff are to be approved by the DEPARTMENT, in writing, before implementing.

Professional Registration. *Where applicable*, all reports, plans, specification, estimates and similar work products provided by the Consultant shall be prepared by or under the supervision of the Registered Engineer(s), Architect(s) or Land Surveyor(s) in responsible charge for the services.

These licensed professionals are required to be currently registered in the State of Alaska, and will seal, sign, and certify as to the accuracy of each final work product for which they are responsible.

Consultant Name on Plan Sheets and Documents.

Consultant logos are not allowed on any electronic or hard copy document produced for the DEPARTMENT. On plan sheets, the Consultant's company name will be shown in the box adjacent to the engineer's seal. The Consultant's 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, formatted as follows:

PLANS DEVELOPED BY:
COMPANY NAME

Other documents produced for the Department may include the Consultant's company name at the bottom of the first page, cover sheet, or title sheet only. The Consultant letterhead is allowed only as exhibits in document appendices.

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

- AutoCAD Civil 3D 2024
- Microsoft Office Suite: Word, Excel, PowerPoint, Project
- Microsoft TEAMS
- AASHTOWare Preconstruction
- Bluebeam Revu

DEPARTMENT design and construction standards can be

found under the below website. All work shall conform to the applicable published information.

<https://dot.alaska.gov/stwddes/index.shtml>

Drafting. The most current version of AutoCAD and/or AutoCAD Civil 3D (C3D) adopted by the DEPARTMENT shall be used for all linework and modeling. Use drafting procedures outlined in the current DOT&PF CAD Standards and Drafting Guide. Use the DEPARTMENT's AutoCAD template file, supplemented as necessary by the Consultant's library of styles. Consultant styles will be clearly differentiated by name so that the DEPARTMENT can review the styles for conformance to their standards.

Management. The Consultant's Project Manager is responsible for tracking their involvement, staffing, time, costs, and expenses. Quality control of the Consultant's own work effort will be accomplished in accordance with the Consultant's usual and customary management practices. The Consultant's Project Manager will be responsible for and involved with the resolution of staffing needs and personnel problems.

The Consultant is responsible for the managing, supervising, and scheduling of its staff and Subconsultants. However, the DEPARTMENT expressly retains the right to order the removal of any person who does not perform in a polite, proper and skillful manner, or is intemperate or disorderly. The DEPARTMENT Project Manager will provide the Consultant with a written removal order prior to removal of consultant personnel. The Consultant will remove the specific employee from the Project as soon as practicable, but in no case longer than 24 hours, after receipt of written notification. If the Consultant fails to remove such person or fails to furnish suitable and sufficient personnel for the proper prosecution of the work, the DEPARTMENT may suspend the Consultant's work by written notice until in compliance. All costs to the DEPARTMENT for delay as a result of suspended work, or to provide substitute staff, may be deducted from any moneys due to the Consultant.

Subconsultants. The Consultant will be wholly responsible for their subcontracted work and will ensure that their Subconsultants meet the requirements of this Agreement. Communication, representation, and resolution of all issues with Subconsultants will be through the Consultant.

Cost Estimates. The Consultant shall develop the Estimate and associated bid schedule items for this project using AASHTOWare Preconstruction. Access to the program and instructional documentation for the software will be provided to the Consultant. When applicable, the DEPARTMENT will provide a sample estimate and will assist with furnishing historical bid data for similar past projects.

Specifications. Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (latest edition). The DEPARTMENT

will assist the consultant with the development of the project specifications (Special Provisions) in accordance with current standards. When available, the DEPARTMENT will furnish draft specifications from similar, past projects that are pertinent to this project on electronic format (MS Word). The DEPARTMENT will also assist in the compilation of all front-end specification documents including bid forms and standard or special provisions associated with Division 100. The consultant will edit all appropriate specifications sections to suit and compile the final Special Provisions document.

Submittal Requirements. Deliverables shall be compatible with DEPARTMENT standard software and submitted in original electronic format as well as PDF. PDF drawings shall be submitted with the "AutoCAD SHX Text" turned off to allow the document to be compatible with Bluebeam. Hard copies shall be submitted for all documents requiring an original seal or other documents as may be required by the DEPARTMENT's project manager.

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

Monthly Invoices. Unless otherwise indicated, the Consultant is to provide a monthly billing invoice (using the NTP form) until the final invoice is submitted.

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

Correspondence. All written correspondence prepared by the Consultant is required to bear the DEPARTMENT's project title and the assigned State and Federal Project Number(s).

Communication. Is expected to be conducted by e-mail messages, telephone conferences and face-to-face meetings as appropriate. Memoranda may be requested for preliminary or interim documents or to provide status reports. No particular format is required for the less formal documents. It is not our intention or desire for the Consultant to create a lengthy written record of status reports and memos. In general, a phone call is preferred over written communication if adequate to transmit information or get an answer to a question.

Coordination. The Consultant shall participate in and facilitate Project coordination meetings with the Project Manager for the duration of the Project. These meetings will be held monthly, or at intervals deemed necessary for the Project progression. The intent of these meetings will

be to discuss Project progress, resolve issues, and receive guidance and/or direction from the DEPARTMENT. The Consultant will prepare and submit a 6-week look-ahead schedule and summarize any updates to the overall Project.

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

Project Schedules. The Contractor will develop a Critical Path Method (CPM) or another approved schedule for the project. Schedules shall be developed and updated monthly by the Contractor. The DEPARTMENT can request the project schedule at any time. When requested the Consultant will send the project schedule via email to the DEPARTMENT's Project Manager.

Schedule Changes. Schedule changes can be negotiated with the DEPARTMENT. All changes made to the schedule are to be approved by the DEPARTMENT, in writing, before implementing.

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

Meeting Minutes. For all meetings, the Consultant will develop and distribute meeting minutes to all attendees. The meeting minutes are to be typed and sent to all meeting attendees within five calendar days.

Availability. Always employ sufficient, knowledgeable, skilled, and experienced personnel as well as adequate equipment for prosecuting the work to full completion in the manner and time required by this Agreement. All staff members must be available for sufficient hours to match the project schedule.

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

Errors and Omissions. Except as described in the Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work

products having significant errors or omissions will not be accepted until such problems are corrected.

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

PROPOSED STATEMENT OF SERVICES

APPENDIX B2 – STATEMENT OF SERVICES

RFP No: 25253002
Program No: SFHWY00608
Federal No: N/A
Date Prepared: July 15, 2024

RFP No. 25253002 Cold Bay (CDB) Dock Replacement

Project Description

The Alaska Department of Transportation and Public Facilities (Department) is soliciting professional engineering design services for replacement of the existing Cold Bay Dock in Cold Bay, Alaska. Design and construction of this project is funded by the Maritime Administration (MARAD). Preliminary concept drawings are included in the Attachments.

The work to be done is described below:

Cold Bay Dock:

- Replace the existing dock and approach structure with new.
- Demolition of the existing pile-supported dock and approach trestle.
- Installation of a new dock and approach trestle.
- Installation of a small-craft mooring float with gangway access from the main dock to the float.
- Installation of a wave attenuation structure for the small-vessel float
- Installation of utilities on the new dock including power, lighting, potable water for future use, and fire protection if required.

The project site is a critical facility and is the only location for sea-based delivery of fuel, goods, cargo, and ferry service; and consideration during design must be made as part of the construction contract to minimize disruption to services during the anticipated construction period(s).

Consultant Experience

The Consultant must have demonstrated experience in the following:

- Pile-supported fixed and floating structures in Alaska's marine environment including driven pile restraints and energy absorbing fender structures.
- Driven piles, rock sockets, and grouted tension anchor systems for steel pile foundations.
- Reinforced concrete and steel structures.
- Offshore embankments and associated rock slope protection in marine environments.
- Geotechnical field investigations.
- Topographic and bathymetric surveying.
- Meta ocean analysis to determine wave heights at the facilities and forces against the structures.
- Wave attenuation.
- Electrical systems in a marine environment.
- Technical assistance to support the environmental review and permitting efforts including preparation of an Environmental Assessment.

The Department is seeking a qualified firm with design experience and working knowledge of marine development and offshore structures in Alaskan coastal locations. The ideal consultant would be well versed with barge and AMHS ferry terminal infrastructure and associated operational needs.

Proposals should address expertise and experience to accomplish the full scope of services. However, the Department ultimately may not require all services described herein.

1. Topographic and bathymetric surveys as necessary to verify and/or supplement existing data.
2. Geotechnical field investigations as necessary to support design activities and permitting efforts.

3. Metaocean analysis to establish design parameters for offshore and nearshore marine structures.
4. Civil, structural, geotechnical, coastal, electrical, mechanical, and cathodic protection for all elements of the proposed development.

Background Information

The Cold Bay Dock was originally constructed in 1978 and expanded in 1993. The facility consists of an approach trestle connected to a T-shaped dock. The bathymetry around Cold Bay has a very shallow gradient leading to deeper water, requiring the dock to be located far from shore to reach adequate water depths for large vessels. The trestle is approximately 1,800 feet long and is made of hollow core concrete panels supported by 77 steel pile bents. The dock consists of two primary sections: "original" and "new". The original section is 40 feet x 100 feet with 5 bents and the new section is 360 feet x 60 feet with 13 bents. The original section is of similar construction to the trestle and the new section is made of timber with a steel superstructure supported by steel piling. The uplands area consists of an approximately 2.4-acre unpaved laydown/parking area and access road. There is a boat launch ramp to the north of the trestle and an abandoned wooden trestle to the south.

This is the only facility for sea-based delivery of fuel, goods, cargo, and ferry service; and all of the city's drinking water is imported via this facility due to PFAS contamination of the local water source. The existing facility needs to remain in service while the replacement is constructed. Prior dock inspection reports show that the facility has reached the end of its service life and needs to be replaced.

The Alaska Marine Highway System (AMHS) services the community of Cold Bay via this dock, and the new dock will need to be designed to accommodate the newly designed Tustumena Replacement Vessel (TRV). Additional design vessels are listed in the Cold Bay Dock Replacement Feasibility Study in the attachments. Previous dock replacement alternatives have been developed and are included as attachments.

Coordination and Public Involvement

The successful Consultant will assist in coordinating with appropriate federal, state, and local government agencies, and with the public including special interest groups and organizations that potentially could be affected by the proposed project. The Consultant will be requested to work with other entities (e.g. City of Cold Bay, Aleutians East Borough (AEB), AMHS, etc.) and community representatives to discuss the dock concepts to ensure community needs are met along with the needs of current facility users. Additionally, the Consultant will work in conjunction with the Department's project team and environmental functional group to develop final scope, complete the Environmental Assessment (EA) and secure any necessary permits, and perform plan reviews.

The consultant will write the public involvement plan and coordinate public and agency coordination and participation tasks with assistance from the Department's environmental staff. The Consultant will attend meetings with stakeholders for both design and environmental purposes.

Expected Tasks

This project is anticipated to be conducted under the following primary tasks:

1. Preliminary Concept Development
2. Site Inspection, Preliminary Analysis, and Preferred Alternatives
3. Pre-Environmental Review (PER)
4. Environmental Support
 - a. National Environmental Policy Act (NEPA) Compliance
 - b. Section 508 Compliance
 - c. National Historic Preservation Act Consultation
 - d. Section 7 Endangered Species Act Consultation and Incidental Harassment Authorization Permitting
 - e. Environmental Document
 - f. Permitting
5. Plans In Hand Review (PIH)
6. Plans, Specifications, and Estimate Review (PSE)
7. Final Bid-Ready Sealed Documents
8. Project Advertisement Support
9. Design Support During Construction

Tasks 1 & 2 can be performed concurrently.

Task 1: Preliminary Concept Development

Under this task, build off the provided preliminary concept drawings to refine the concept. Conduct coordination meetings with MARAD/Aleutians East Borough (AEB)/City of Cold Bay/AKDOT/AMHS and community representatives to discuss the terminal concepts and ensure community needs are met with the current preliminary concepts. Prepare a Preliminary Concept Memo with recommendations on design concept alternatives based on results from the coordination meetings. The conceptual designs included in the Attachments shall be used and followed to the extent possible.

Task 2: Site Inspection, Preliminary Analysis, and Preferred Alternatives

Perform an in-depth site inspection using qualified personnel capable of assessing the condition of the existing structural, electrical, and mechanical components at the dock facility. Additional services may include: uplands and bathymetric survey, geotechnical field investigation work including planning and permitting, wind-wave studies, etc. Provide an analysis and documentation of the design criteria including all environmental and service loads encompassing wind, waves, vessel mooring and berthing loads, and vehicle and pedestrian bridge loads per AASHTO bridge design and other standards. Document any additional items that may need to be added to the scope of work. Prepare a Preliminary Design Memo that summarizes the inspection findings, results from supplemental studies/investigations, proposed design criteria, any recommended changes to the scope of work, and provide a ROM cost estimate for the work. Coordinate with DOT to determine which of the items listed in the memos will be included in the final scope of work. Deliverables shall be in the form of electronic PDF files.

Task 3: Pre-Environmental Review (PER)

The PER is a tool designed to better identify a project's physical and construction footprint prior to major environmental documentation efforts with the intention of reducing environmental rework post environmental document, and increasing the reliability of the delivery timeframe. Task 3 will include the submittal of a preliminary design (approximately 35% level) for the PER, and the Department will provide an informal review. Submit Plans, Estimates, and a preliminary list of special provisions placeholders to the Department in the form of electronic PDF files. A draft version of the PMP, Design Criteria Checklist, and Environmental Memo and Impacts Table is to be submitted with the project plans.

Task 4 will be performed concurrently with Tasks 1-3, and 5.

Task 4: Environmental Support

Conduct bi-weekly meetings with the Department's Environmental Analyst to coordinate design and environmental impacts and scope of work modifications. These meetings are to take place upon project NTP through the completion of the project's Environmental Document. The Consultant shall provide a meeting agenda prior to each coordination meeting. The Consultant will provide a copy of the meeting minutes for these meetings to the Environmental Analyst and the Project Manager. These minutes are to be submitted within three (3) working days following each meeting.

The Consultant shall conduct an informal review meeting with the Department's Environmental Analyst upon completion of approximately 35% level design to verify the current design is consistent with the design that was used to secure the project's environmental document.

The Consultant shall conduct a meeting with the Environmental Analyst after the PIH and PSE meetings to go over any project changes that need to be captured in a re-evaluation or new document.

Items of particular interest are those where any of the following have changed since the environmental document completion include:

1. Project construction limits or new work added
2. Late utility coordination information of work to be performed, including any work by others (meaning any utility work by any outside organizations concurrent with our project)
3. Area of Potential Effect (APE)
4. Right-of-Way parcel acquisitions (including Temporary Construction Easements)
5. Project Fill Quantities (fill placed below High Tide Line)
6. Project closures proposed during construction
7. Lighting (new or existing)

Assumptions:

- The Consultant will complete the Draft and Final Environmental Assessment (EA) for review by the

Department's Environmental Analyst.

Deliverables:

- Project coordination meeting agendas (.pdf)
- Project coordination meeting minutes and action items (.pdf)
- The Consultant shall conduct up to three (3) meetings after the PIH review meeting to discuss any project changes.
- The Consultant shall conduct up to three (3) meetings after the PSE review meeting to discuss any design changes that need to be incorporated into a re-evaluation or new environmental document.

Public Involvement

The consultant will write the public involvement plan and coordinate public and agency coordination and participation tasks with assistance from the Department's environmental staff. The Consultant will attend meetings with stakeholders for both design and environmental purposes.

National Environmental Policy Act (NEPA) Compliance

The Consultant will prepare environmental documentation in accordance with NEPA following Section 430 of the Alaska Highway Preconstruction Manual (AHPM), Maritime Administration (MARAD) requirements, and as directed by the Department's Project Environmental Analyst. The Consultant will notify the Department if there are any conflicts between the AHPM and MARAD requirements.

Section 508 Compliance

The Consultant shall assist the Department in ensuring the EA, FONSI, and all attachments meet full Section 508 compliance.

National Historic Preservation Act Consultation

The Consultant will engage the services of a Secretary of Interior Qualified Cultural Resources Professional to perform the activities necessary to comply with Section 106 of the National Historic Preservation Act (NHPA). The Consultant will draft Section 106 findings letters that will be reviewed by DOT&PF's Cultural Resources Specialist. The Consultant will assist with additional Section 106 coordination, such as an updated draft and final findings letter, if any changes are made to the Area of Potential Effect (APE) and discovered after the Plans-In-Hand and Plans, Specifications, and Estimate meetings. If a survey is determined to be needed it will be issued under a separate NTP for fieldwork.

Assumptions:

- The Finding letter will include a summary of all AHRS sites identified within and adjacent to the APE and identify whether they have been evaluated for eligibility for listing on the NRHP and thereby determined to be "historic properties".
- DOT&PF will share MARAD's letter templates with the Consultant.
- DOT&PF will provide the Consultant with a list of initial consulting parties. The Consultant may recommend others to include.
- The Consultant shall draft findings letters and distribute to DOT&PF to comment.
- DOT&PF shall draft the APE figures with input from the Consultant.
- DOT&PF shall coordinate review and approval of the letters by MARAD.
- DOT&PF shall provide any agency comments on the letters and figures within one month.
- The Consultant shall provide revised final letters and figures and distribute to DOT&PF.

Deliverables:

- Draft Finding Letters
- Final Finding Letters

Section 7 Endangered Species Act Consultation and Incidental Harassment Authorization Permitting

Support is also needed for consultations with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), also referred to as the Services, under Section 7 of the Endangered Species Act (ESA) for listed species and requests for incidental harassment authorizations (IHA) under the Marine Mammal Protection Act (MMPA) for non-listed marine mammals under the Services' jurisdictions. This task is expected to require an estimation of ESA-listed and MMPA-protected species densities, calculation of pile driving associated take by species, two requests for an IHA, and development of two biological assessments (BA).

NMFS Incidental harassment authorization (IHA) Applications

The Consultant shall:

- Estimate the sound source levels emitted during vibratory pile driving, impact pile driving, and down-the-hole-drilling;
- Model underwater sound propagation; and
- Determine and map the maximum ranges from the pile to the root mean square (rms) sound pressure levels of 120 (vibratory only) and 160 dB re 1 μ Pa (levels that NMFS identifies as thresholds for harm and harassment to marine mammals from continuous and impulse sounds. Refer to Attachment C and NMFS's Technical Guidance for Assessing the Effects of Anthropogenic Sound on Marine Mammal Hearing (Version 2.0) for explosive acoustic and pressure thresholds.

The Consultant shall also estimate densities of marine mammal species in mapped harm and harassment areas, calculate takes for the project, and assist DOT&PF in coordination with the Services to ensure methodologies are adequate to support the requests for IHAs. The Consultant shall prepare the requests for an IHA, Protected Species Monitoring and Mitigation Plans (PSMMP), and will assist DOT&PF in coordinating and ensuring the IHA applications are complete.

The Consultant shall conduct a site visit if it is determined necessary to inform the monitoring plans or other aspects of the IHA applications where more data is needed.

Assumptions:

- The Consultant shall prepare an IHA application for sea otters to be submitted to the USFWS and an IHA application to be submitted to NMFS for marine mammals under their jurisdiction.
A separate NTP will be issued if it is determined applications are needed for geotechnical investigations.
- There may be one Protected Species Monitoring and Mitigation Plan for the entire project.
- The Department has sound levels for pile driving from recent projects as well as literature that will be provided to assist with this task.
- The Department shall review and provide comments on the draft IHA Applications within three weeks.
- The Consultant shall finalize the draft IHA Applications upon receiving the Department's comments. The Department will submit the Final IHA Applications to NMFS and USFWS.
- The Consultant shall participate in an Agency Coordination Pre-application Meeting(s) with the Services.
- The Consultant shall participate in up to twelve (12) additional coordination meetings with the Services during the IHA Application processes.
- The Consultant shall revise the IHA Applications if any comments are received from the Services.
- The Consultant shall review the IHA Federal Register Notices (FRN) and provide the Department with comments, if any.
- The Consultant shall assist with responding to any comments the Services receive during the FRN comment periods.
- The Consultant shall review the Final IHAs to ensure they match the IHA application requests.

Deliverables:

- Two (2) draft Incidental Harassment Authorization Application
- Two (2) final Incidental Harassment Authorization Application
- Draft PSMMP
- Final PSMMP

Section 7 Consultation/Biological Assessment

The Consultant shall:

- Estimate the sound source levels emitted during vibratory pile driving, impact pile driving, and down-the-hole-drilling,
- Model underwater sound propagation;
- Determine and map the maximum ranges from the pile to the root mean square (rms) sound pressure levels of 120 (vibratory only) and 160 dB re 1 μ Pa (levels that NMFS identifies as thresholds for harm and harassment to marine mammals from continuous and impulse sounds. Refer to Attachment C and NMFS's Technical Guidance for Assessing the Effects of Anthropogenic Sound on Marine Mammal Hearing (Version 2.0) for explosive acoustic and pressure thresholds; and
- Assist with Section 7 consultation needs for geotechnical investigations.

The Consultant shall also estimate densities of listed marine mammal species in mapped harm and harassment areas, calculate takes for the project, and assist DOT&PF in coordinating with the Services to ensure methodologies are adequate to support the Biological Assessments (BA). The Consultant shall prepare two BAs, one for sea otters to be submitted to USFWS and one for listed species under NMFS's jurisdiction. The consultant will assist DOT&PF

in coordinating with the Services and ensuring the BA is complete.

Assumptions:

- The Department has sound levels for pile driving from recent projects as well as literature that will be provided to assist with this task.
- The Consultant shall participate in Agency Coordination Pre-application Meetings with the Services.
- The Department shall review and provide comments on the draft BAs within three weeks.
- There may be one Protected Species Monitoring and Mitigation Plan for the entire project.
- The Consultant shall finalize the draft BAs upon receiving the Department's comments. The Department will submit the BAs and Request for Formal Consultations to the Services.
- The Consultant shall participate in up to eight (8) additional coordination meetings with the Services during the Section 7 Formal Consultations.
- The Consultant shall revise the BAs if any comments are received from the Services.
- The Consultant shall review the Service's draft and final Biological Opinions to ensure they match the mitigation measures and requested take in the BAs.
- Sunflower sea stars (S3) will be included in the BA as a candidate species. The PSMMP will include measures for monitoring for S3, if needed.

Deliverables:

- Two (2) draft Biological Assessments
- Two (2) final Biological Assessments
- Draft PSMMP
- Final PSMMP

Construction Administration Services

- The Consultant shall assist the Department through completion of construction with any questions the Department receives from the Construction Contractor or Protected Species Observers on the monitoring program. Construction services will be negotiated in a separate NTP.

Environmental Document

The Consultant shall prepare an Environmental Assessment (EA) according to the pertinent provisions of MAO 600-001-0 and any other MARAD requirements. Within the EA, the Consultant shall analyze and document environmental considerations according to NEPA and the Council on Environmental Quality implementing regulations (40 CFR 1500-1508). The EA will:

- Describe the purpose and need for taking action.
- Identify reasonable alternatives that satisfy the purpose and need for action, including no action.
- Analyze the reasonably foreseeable direct, indirect, and cumulative environmental impacts of each reasonable alternative. Include a discussion of measures taken to avoid and minimize adverse impacts.
- Include provisions for public disclosure and comment, and for responding to public comments.
- Provide the basis for informed selection of the preferred alternative.
- Identify and evaluate measures to mitigate adverse effects of the preferred alternative.

In completing the tasks outlined above, the Consultant shall:

Perform technical analyses and consultations typically included within the Environmental Consequences chapter of the Environmental Document. Stand-alone technical analyses such as Section 4(f) de minimis findings or individual evaluations are typically separate from the Environmental Document. If the need for stand-alone technical analyses beyond those listed below is identified, the Consultant shall notify the Department and the Department may hold a meeting to discuss a potential amendment to the contract.

Anticipated analyses and consultations:

- Climate Change Analysis
- Section 7 Consultation/Biological Assessment
- Incidental Harassment Authorization from USFW (sea otters) and NMFS (listed and non-listed marine mammals)
- Essential Fish Habitat Assessment

Deliver the draft document for review by the Department. Meet to discuss comments. Tabulate comments and

summarize responses in a comment/response summary table.

Revise the draft document according to comments and return it to the Department. Complete a document that is suitable for public and agency release.

Respond to MARAD comments, if any precede concurrence with the release of the draft document for public and agency review and comments.

Prepare an advertisement of opportunity for public hearing. This advertisement is for release by and responses to the Department. If a hearing is requested, schedule and attend it, arranging for a suitable venue, informal flyers and displays, and providing for written comments and oral testimony, including verbatim recorder transcripts.

Prepare a final document and Finding of No Significant Impact (FONSI), incorporating the public and agency comments and responses to their input.

Deliverables:

- Draft Climate Change Analysis
- Final Climate Change Analysis
- Draft Essential Fish Habitat Assessment
- Final Essential Fish Habitat Assessment
- Draft Environmental Assessment
- Draft FONSI
- Draft Appendices
- NOA/Advertisement for Draft EA/FONSI
- Final Environmental Assessment
- Final FONSI
- Final Appendices
- NOA of Final EA/FONSI

Permitting

The Consultant will draft the following permit application and associated drawings for the Department to review:

- USACE Individual Permit

Deliverables:

Deliverables are subject to negotiation and change depending on the authorized development level of the project. At a minimum, the following deliverables can be expected:

- Provide assistance and support during the USACE Permit Application (.doc and .pdf)
- Provide assistance and support for preparation of USACE's Applicant's Mitigation Statement (.doc and .pdf) if needed
- Participation in meetings with the Department and the USACE if needed
- Draft USACE Individual Permit Application

Tasks 5-7 will be authorized after Tasks 1, 2, and 3.

Tasks 5-7: Preliminary and Final Design

Design will encompass a minimum of three submittal levels for PIH (Task 5), PSE (Task 6), and Final bid-ready sealed documents (Task 7). These documents will include Plans, Specifications, and Estimates in accordance with Department standards. Formal Department reviews will be made following the PIH, PSE and Post PSE submittals. Key consultant staff will be expected to attend the PIH and PSE review meetings. Submit Plans, Specifications and Estimates to the Department in the form of electronic PDF files. Seal final bid documents by an appropriately licensed professional engineer in the State of Alaska. AutoCAD files (electronic stamp not required) for all final drawings are required. Submit a final calculation package in electronic format including appropriate headers, table of contents, etc.

Project specifications will be in accordance with DOT&PF Standard Specifications for Highway Construction (2020 version or later if updated). The Department will assist the consultant with the development of the project specifications (Special Provisions) and cost estimates in accordance with current DOT&PF design standards. The Department will furnish draft specifications from similar, past projects that are pertinent to this project on electronic

format (MS Word). The Department will prepare all front end specification documents including bid forms and standard provisions associated with Section 100.

Project cost estimates must be prepared per Department standards (Department bid tab format) using AASHTOWare software. A sample estimating format will be provided and the Department will assist with furnishing historical bid data for similar past projects as may be applicable.

This is a federal-aid project subject to Buy America requirements per 23 CFR 635.410. All iron and steel materials and fabrications associated with this project must be sourced in the US. The consultant will ensure consideration is provided for materials compliance of these requirements for both design and construction review processes.

Tasks 8-9 will be authorized after Tasks 4, 5, and 6.

Task 8: Project Advertisement Support

Assistance during bidding is expected to include answering bid related questions, preparing contract addendums and providing any design assistance services up to time of construction contract award.

Task 9: Design Support During Construction

Construction phase services involves assisting the Department's construction management staff during field construction. This is expected to include review and approval of fabrication or shop drawings and associated material submittals, provision of special or routine field or shop fabrication inspections, assistance with RFI responses and preparation of change documents. Full time, or on-site construction management or inspection services are not anticipated.

Deliverables

Deliverables are subject to negotiation and change depending on the authorized development level of the project. At minimum, the following deliverables can be expected:

- Preliminary Concept Memo
- Preliminary Design Memo
- PER (35% review) plans and cost estimate.
- Environmental Support deliverables listed in Task 4.
- PIH (75% review) plans and cost estimate and specifications.
- PS&E (95% review) plans, cost estimate and specifications.
- Bid-Ready (100%) plans, cost estimate and specifications.
- Final AutoCAD Drawings and Final Calculation package.

Perform internal review and quality control of deliverables before they are submitted to the Department.

Anticipated Period of Performance

The following key target dates are currently anticipated for the three terminals:

- Preliminary Concept Memo – 2 months after NTP is Issued
- Preliminary Design Memo – 6 months after NTP is Issued
- PER 35% Review – 9 months after NTP is Issued
- Environmental Document – 9 months after receiving 35% DOT Review Comments
- PIH 75% Review – 12 months after receiving 35% DOT Review Comments
- PSE 95% Review – 6 months after receiving 75% DOT Review Comments
- 100% Bid Document Submittal– 3 months after receiving 95% DOT Review Comments
- Bid Advertisement – April 2027
- Physical Construction – June 2027 through September 2030

The actual period(s) of performance can be negotiated. The target dates may be adjusted by the Department as required to complete the work. Any changes to the periods of performance or tasks must be authorized in writing by the Department.

Supporting Documents (Attachments)

A. Grant Application Documents

- a. PIPD Project Narrative_Cold Bay
- b. Appendix 1 – Inspections
- c. Appendix 2 – Demographics
- d. Appendix 3 - Study, Design & SSE
- e. Appendix 4 - LHMP FINAL
- f. Appendix 5 Support and Agreements
- g. Cold Bay Benefit Cost Analysis
- B. 2024 Inspection Report including existing site photographs
- C. Design drawings of the existing facility
 - a. 1978 Cold Bay Dock
 - b. 1993 Cold Bay Dock Expansion
 - c. 2015 Cold Bay Dock Rehabilitation
- D. MARAD 2023 General Terms and Conditions
- E. MARAD 2023 Exhibits
- F. MARAD Environmental Information
- G. 2017 Cold Bay Dock Replacement Master Plan