

Alaska Department of Transportation & Public Facilities

REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)



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

ISSUING OFFICE

PROJECT

RFP NUMBER:	25243031

Project Numbers-State/Federal.....: SFAPT00573 & SFAPT00598 / Pending

Project Site (City, Village, etc.)..... Unalaska

Project Title & Contract Description: DUT Unalaska Airport B-III Compliance and Erosion Control - Design

Services

The Department intends to enter into a negotiated agreement for professional engineering services for design, bidding assistance, and construction assistance for the subject (two) FAA funded aviation projects at the Unalaska Airport. This solicitation is for two independently funded aviation program projects. Separate NTP's and independent project deliverables are expected.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: December 01, 2024 to December 31, 2029				
Estimated amount of proposed contract: Less than \$200,000 \$250,000 to \$500,000		\$200,000 to \$250,000 \$500,000 to \$1,000,000	\boxtimes	\$1,000,000 or greater
Proposed Method(s) of Payment: ☐ Fixed Price Plus Expenses (FPPE)		Firm Fixed Price (FFP) Other:		Cost Plus Fixed Fee (CPFF)

SUBMITTAL DEADLINE AND LOCATION

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

DATE: November 05, 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

<u>IMPORTANT NOTICE</u>: 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



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

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

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

- 3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
- 4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).
- 5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
- 6. Substitution for any personnel named in a proposal may result in termination of negotiations.
- 7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
- 8. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.
- 9. **PRICE COMPETITION**: Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA)) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
- 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
- 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.
- 10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

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



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

_	Professional Liability Insurances required as shown on DOT	•	•	ntract:		is not required
Trans	The proposed contract 🔯 portation. If it will be an assignations for bids or proposals p	, ,	,		•	sisted Program of the U.S. Department of the following notification in all subcontract
U.S. Feder this R	Department of Transportation rally-assisted programs of the RFP, Disadvantaged Business	n (U.S. D U.S. DOT Enterpris	OT), Subtit issued pur firms will b	le A, Office suant to suc be afforded f	of the ch Act, in full oppor	JSC 2000d to 2000d-4 and Title 49, CFR, Secretary, Part 21, Nondiscrimination in any Subcontract entered into pursuant to tunity to submit bids or proposals and will igin, in consideration for an award.
14. I	Pre-proposal Conference:	⊠ No	one		As follow	ws:

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.

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)). [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (AS 36.30.565). [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A. [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. Note: If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d. [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted. [] 5. Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation. [] 6. Price is is not an evaluation criterion for the proposed contract. If Price is a Criterion, prepare Billing Rates and/or Price Proposals as described in Criteria #12 and/or #13. 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal, and will not count in the requirements of #8 below. [] 8. Attach Criteria Responses (except any Billing Rates or Price Proposals) to Part D - Proposal Form. The maximum number of attached pages (each printed side equals one page) for Criteria Responses shall not exceed: Ten (10). Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals. Criteria Responses shall be presented in 8-1/2" X 11" format, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted. CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

		В
[]	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 (<i>all pages</i>) and Criteria Responses (<i>except Billing Rates, and Price Proposals</i>) required is: One (1).
[]	10.3 If <i>Billing Rates and/or Price Proposals</i> are required, <i>one copy</i> bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a <i>Billing Rates or Price Proposal</i> and the names of the Project and Offeror. Each <i>Billing Rates or Price Proposal</i> 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 <i>submittals in one sealed package</i> to the location and before the submittal deadline cited in Part A - RFP. <i>Mark the outside of the package</i> to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12 250)

EVALUATION CRITERIA



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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 10

This project is expected to involve a wide diversity of disciplines and solutions including coastal engineering, geotechnical engineering and other specialized civil and aviation engineering knowledge and experience. Describe your understanding of the project and its objectives with respect to the following areas of work:

- 1. Aviation Engineering and associated FAA requirements and procedures.
- 2. Coastal, Marine Shore Protection Engineering
- 3. Geotechnical Exploration and Engineering
- 4. Hydraulic/Hydrologic Engineering

Your 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. Proposed Project Staff

2. Weight: 30

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. Civil / Aviation Engineer
- 4. Coastal/Marine Engineer
- 5. Geotechnical Engineer
- 6. Hydraulic/Hydrologic Engineer
- 7. Electrical Engineer
- 8. Land Surveyor

*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. 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.

Describe the work efforts you expect will need to be performed by the individuals you name to perform essential functions within the above subject areas. Detail their specific qualifications and substantive **experience directly related to the proposed contract.** Focus on your individual's specific duties and responsibilities, what particular aspects of this project may be important to the success of the project, and how their project experience in these work areas is relevant to the proposed work.

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.

*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.

3. Methods 3. 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. 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; etc. 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.

4. Management

4. Weight: 10

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.

5. Workload and Resources

5. Weight: 15

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: 10

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

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

7. Quality of Proposal

7. Weight: 5

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

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.



8. Weight:

9. Weight: 0

SECTION II - PREFERENCES



10. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

11. 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)

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

To be granted this preference:

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

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

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

Rating will be as follows:

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

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

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

SECTION III - PRICE



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

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

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

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

12. Labor Billing Rates (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.

	Contract Management Project Management	(Estimated at (Estimated at (Estimated at (Estimated at (Estimated at	% of total labor effort)
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*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.

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

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

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

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

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



13. Total Price Prop	al (<u>Required</u> 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 lower tier subcontracts migher tier contractor so that the					al for the
1.	Show project title, project nun	nber, and Offeror or Sub	contractor Name.			
2.	Direct Costs of Direct Labo Show the estimated costs for headings. Names required on must not include Indirect C	each job classification of lly for key staff and/or pe				
	Job Classification	<u>Name</u>	Total Hours	Rate(\$/hr)	Proposed (Costs (\$)
				Tota	I DCDL: \$	
3.	Indirect Costs (IDC) These costs include what an indirect costs of Indirect Laborathe product (IDC Amount) of	or). Show the Proposed	IDC Rate as a percentage			
			IDC Rate:	% IDC /	Amount: \$	
4.	Other Direct Costs (ODC) These costs include: subco transportation, food and lodg following headings. If multiple Costs must be based on act ltem	ing, reproduction) – if n les of an item required,	ot included in Indirect Co list the proposed quantity or the subcontractor, wi	sts. List propo , unit rate, an	osed costs u d total cost t ofit or other	nder the or each. <i>markup.</i>
				Tot	al ODC: \$	
5.	Total Proposed Cost Sum of DCDL + IDC + ODC			Tot	al Cost: \$	
6.	Proposed Fee List a proposed amount (Con	tract Fee is generally ne	gotiated using a structured	-	of proposed ed Fee: \$	•
7.	Total Proposed Price Sum of Total Proposed Cost	plus Proposed FEE.		Tot	al Price: \$	
8.	In accordance with the Subm person who prepares it (may		•	: must be sigr	ned and date	ed by the
Respons	se will be scored as follows:	(Lowest Total Propose (Offeror's Total Propo	<u>d Price) x (MPP*)</u> = Criter sed Price)	ion Score		
* <i>MPP</i>	= Maximum Possible Points = (5)) x (Number of Evaluators)	x (Weight)			
	deral funding, then per AS 36.30 ages when the prices are from Off			alculation by th	ne following a	pplicable
	SKA BIDDER (OFFEROR) PREF					
- ALAS	SKA VETERAN-OWNED BUSINI	ESS PREFERENCE [AS and only ONE o		,000)	5%	
	LOYMENT PROGRAM PREFER BLFD SOLE PROPRIETOR (AS	RENCE [AS 36.30.321(b)]				

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



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			
Services	DUT Unalaska Airport B-III Compliance and Erosion Control - Design		
REP No.	· 25243031 OFFEROR (CONTRACTOR)		
Contractor			
Street			
ALASKA STATUTO	DRY PREFERENCES (IF NO FEDERAL FUNDING)		
Check the applicable preferences that you c	laim for the proposed contract (reference Criteria 11, 12 & 13 in Part C): 'eterans AND>> []Employment Program or [] Disabled Persons		
PR	OPOSED SUBCONTRACTOR(S)		
Service, Equipment, etc. Subcontractor	or & Office Location AK Business DOT&PF DBE License No. Certification No.		
CERTIFICATIONS			
Subcontractors identified herein for providing the servic Alaska Licenses/Registrations, 2) Insurance, 3) Restrictions/Suspension/Debarment, 6) Foreign Contra Certifications are material representations of fact upon Certifications is a fraudulent act. The Contracting Age	f the Contractor; that this Submittal accurately represents capabilities of the Contractor and es indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade acting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These which reliance will be placed if the proposed contract is awarded. Failure to comply with these ncy is hereby authorized to request any entity identified in this proposal to furnish information ties of the Contractor and Subcontractors. This proposal is valid for at least ninety days. Date: Telephone (voice):		
	(fax): Email Address:		

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

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, <u>and</u> in which the officer participated personally and substantially through the exercise of official action,

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

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

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

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

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

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

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

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

1.	lder	ntify your financial year including beginning and ending o	ates:	
2.		your actual costs, by the following categories, for your mothe reverse.	ost recently ended fiscal year. Cost Terminology is defined	
	2a.	Direct Labor	\$	
	2b.	Attach a Trial Balance with grouping of accounts used Fringe BenefitsGeneral & Administrative Expenses	\$	
		Sum	\$	
	2c.	Indirect Cost Rate (Sum of 2b / 2a)	Percent (%):	
3.	If yo	our records have been audited within the last two years b	y 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 <u>y</u> [you offset revenue received from unit rate payments aga] Yes [] No	inst the applicable Indirect Cost Accounts?	
	1	If you have questions concerning this document, ple	ase telephone our Auditors at (907) 269-0715.	
		<u>CERTIFICA</u>	<u>TION</u>	
		hat I am a duly authorized representative of the Contract t accurately represent financial records of the office liste	or and that information and materials enclosed within this ed below.	
	_	gnature: Name: Title: ntractor:	Date: Telephone: Fax: Email:	
	Ρ.	ddress for which this Submittal is made: Street: O. Box: ate, Zip:	Address where Accounting Records are maintained, if not at Office Address: : :	

COST TERMINOLOGY

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

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

<u>INDIRECT COST RATE</u> – 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.

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

Fringe Benefits - Costs for items such as:

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

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

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

Office Supplies
Communications
Reproduction Costs
Recruiting Expense

Rentals of Equipment/Computers

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

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

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

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

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No:SFAPT00573 & SFAPT00598

Federal Project No: Pending
Date Prepared: 10/10/2024

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

ARTICLE D1 INDEMNIFICATION

- The CONTRACTOR shall indemnify, D1.1 harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned comparative fault basis. "CONTRACTOR" "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.
- D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.
- D1.3 The CONTRACTOR shall correct, through reperformance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

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

- following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.
- D2.1.1 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 <u>Commercial General Liability Insurance</u>: Such policy shall have *minimum* coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.
- D2.1.3 <u>Comprehensive Automobile Liability Insurance</u>: Such policy shall have *minimum* coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.
- D2.1.4 <u>Professional Liability (E&O) Insurance</u>: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Combined Single Limit, Per
Amount Occurrence & Annual Aggregate

Under \$25,000 As Available \$25,000 to \$100,000 \$300,000 \$100,000 to \$499,999 \$500,000 \$1,000,000 and over As Available

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

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
		services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required. O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)
D3.4		Professional Liability (E&O) Insurance is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
D3.5		Professional Liability (E&O) Insurance is not required because this Agreement is for one of the following applicable (<i>checked</i>) services for which E&O coverage is not needed:
		Right-of-Way Fee Appraisals
		Photogrammetric Mapping Services Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.
		OTHER BASIS FOR MODIFICATIONS (Requires written concurrence from Division of Risk Management)
D3.6		Attached Exhibit D-1 identifies and provides justification for insurance modifications.
Above	chec	xed modifications of the insurance requirements specified in Article D2 are hereby approved:
CONT	ΓRA	CTING OFFICER Signature: Date: Date: Title:

PROPOSED STATEMENT OF SERVICES

ATTACHMENT B2 - STATEMENT OF SERVICES

RFP No: 25243031

Program No. SFAPT00573 / SFAPT00598

Federal No: Pending

Date Prepared: 10/102024

RFP No. 25243031 UNALASKA AIRPORT B-III COMPLIANCE UNALASKA AIRPORT EROSION CONTROL

The State of Alaska Department of Transportation and Public Facilities – Southcoast Region, Design and Engineering Services / Preconstruction, is seeking professional civil, land surveying, hydrographic surveying, environmental, geotechnical, coastal/marine, and electrical engineering services for the above-named projects.

These are two distinct, separately funded projects. While shared engineering work products are expected considering the airport boundary project limits, the consultant shall independently schedule, budget, track and manage them as stand-alone projects. Separate notices to proceed (NTP's) will be made for each project. Construction bid advertisement is likely to occur separately and in different funding years depending on available resources. However, there is the possibility that both projects could be advertised as one construction contract. Regardless, two separate and independent plansets are envisioned for project development.

Background Information

The Alaska Department of Transportation and Public Facilities (Department or DOT&PF) is soliciting professional engineering and associated support services for the design of two projects at Unalaska Airport: the Unalaska Airport B-III Compliance project, State Project No. SFAPT00573, and the Unalaska Airport Erosion Control project, State Project No. SFAPT00598. These projects will be funded through the Federal Aviation Administration (FAA) Airport Improvement Program.

Tom Madsen (Dutch Harbor) Unalaska Airport (hereinafter referred to as Unalaska Airport or DUT) serves the communities of Unalaska and Dutch Harbor. The facility is located on Amaknak Island in the Aleutians West Census Area, approx. 800 air miles southwest of Anchorage. The population of the community, as determined by the 2020 decennial census, was 4,432.

DUT is a state-owned, commercial service - nonhub airport currently served by Aleutian Airways. Equipment used is the Saab 2000 turboprop aircraft. The airport provides primary access for Unalaska and Dutch Harbor since the community is located off the road system.

The airport consists of a grooved asphalt-surface runway designated 13/31, 4,500 ft long by 100 ft wide. The terminal and apron area are located abeam Runway end 31. The airfield is equipped with 4-box visual approach slope indicator lighting and runway end identifier lights on both ends. Runway 13/31 has medium-intensity runway edge lighting. Taxiways A and B are equipped with edge lighting and the airfield also uses lighted signs. The current approved airport layout plan (ALP) is contained in Attachment 1.

Scopes of Work

Though pertaining to projects on the same airport, design efforts will be conducted independent of one another and will result in separate plans, specifications, and estimates.

The **Unalaska Airport B-III Compliance** project will involve data gathering, engineering analysis, and preliminary and final design. The Contractor will also be expected to provide assistance during bidding and construction. The project's formal scope follows:

- Add a non-standard (113') 40-knot Engineered Material Arresting System (EMAS) to each runway end (ref. 2023 Master Plan Section 6.5). Remove/realign runway lights and reconfigure blast pads/displaced thresholds as needed.
- Realign Airport Beach Road (ref. 2023 Master Plan Section 7.1). This work includes replacing the security fence along the south side of the road. There is a known contaminated site in the area which will require

mitigation.

The total estimated construction cost of this project is \$17,346,000.

The **Unalaska Airport Erosion Control** project will involve data gathering, engineering analysis, and preliminary and final design. The Contractor will also be expected to provide assistance during bidding and construction. The project's formal scope follows:

- Wave runup from storms currently deposits debris onto the runway and has caused deterioration of runway embankment, bank armoring and surfaces. Perform erosion control along the runway shoreline and the west side of the apron, including the terminal building shore front. Investigate and determine the remedy for improvement of marine armor revetment (currently concrete dolosse and rock riprap). There are spare concrete armor units that have been stored at this facility for a long period of time. Utilization of these existing armor units, or their removal unsuitable for use, shall be considered.
- Expansion of the lateral Runway Safety Area (RSA) surfaces to the extent indicated in the 2023 Master Plan Section 6 for runway options (see Supplemental Information Document 1).
- Expand the west side of the apron as per 2023 Master Plan Section 6.8.1, Terminal Area Concept 1.
- Perform fencing and gate repairs not covered in the B-III Compliance project.
- Replace the runway lights, taxiway lights, lighted signs, segmented circle and wind cones, airport rotating beacon, and all associated conductors, raceways, and handholes.
- Evaluate, and replace as required, the electrical equipment that powers and controls airfield lighting, including, but not limited to, the constant-current regulator, lighting control panel, photoelectric control, radio control equipment and antenna, series cutout, constant-voltage power panel, electrical service equipment, and all other associated components.
- Evaluate the existing electrical equipment building (EEB) to determine if it is a suitable location for the installation of new electrical equipment. If not, installation of a new EEB is included in this scope.
- Evaluate whether the use of either fixed standby power generation with automatic transfer, or a portable generator connection with manual transfer, is justified for the airfield lighting, and include in this scope as applicable.
- Address drainage needs.

The total estimated construction cost of this project is \$35,000,000.

For both projects, the consultant will be expected to:

- Provide all services necessary to produce approved environmental documents (ED). The classes of action for these projects have not yet been determined. Possible impact areas affecting resources that will require consultation, and may require mitigation and/or permitting, include, but are not limited to, socioeconomic and/or environmental justice, historic/cultural resources, wetlands, biological resources (e.g., fish; eagles; threatened and endangered species), invasive species, hazardous waste management, and floodplain management. The Contractor shall work closely and coordinate with DOT's environmental focal point for this project. The likelihood of encountering Per- and Polyfluorinated Substances (PFAS) within project limits is high. As previously noted, the Contractor will need to coordinate closely with the Department's environmental liaison during all aspects of performing this task, but especially those involving PFAS management. The scopes of both projects shall provide for all required PFAS testing and analysis.
- Right-of-way impacts are not expected; however, the consultant will coordinate with Southcoast Region's Right-of-Way office for confirmation or the need for further work. It is expected that hydrographic survey and/or bathymetry will be required for the erosion control project.
- Provide all design services necessary to produce bid-ready plans, specifications, and estimates. This includes, but is not limited to, site analysis, geotechnical analysis, hydraulic/hydrologic analysis, surveying/ROW, civil design, marine/coastal engineering design, electrical design, and utilities. Some of these elements are not applicable to the B-III Compliance project. Development of design documents will conform with Southcoast Region requirements for Pre-Environmental (PER), Plans-in-Hand (PIH), and Plans, Specifications, and Estimate (PS&E) reviews. The Contractor will produce documentation conforming with Federal Aviation Administration (FAA) and DOT&PF airport design standards as contained in current FAA Advisory Circulars and the Department's Alaska Aviation Preconstruction Manual, respectively.
- **Public/Stakeholder Involvement.** Stakeholder involvement is essential for transportation projects and giving the public and agencies a meaningful opportunity to influence transportation decisions in a manner reflecting community values. An open exchange of information between transportation users, government

officials, and the public user base leads to better decision-making. The Contractor will develop a Public Involvement Plan that meets regional policy requirements. This will include working closely with local stakeholders and organizing/attending local meetings to aid in development of project plans and preliminary and final designs.

Coordination

In carrying out the project, the consultant will be required to coordinate tasks and work products with various Federal, state, local, and private entities including, but not limited to:

United States Army Corps of Engineers

United State Fish and Wildlife Service

United States Department of the Interior

United States Environmental Protection Agency

United States National Marine Fisheries Service

National Oceanic and Atmospheric Administration

Federal Aviation Administration

Alaska Department of Fish and Game

Alaska Department of Environmental Conservation

Alaska Department of Natural Resources / State Historic Preservation Office

Alaska DOT&PF / Maintenance and Operations

City of Unalaska

Expected Tasks / Deliverables

Both projects will be conducted under the following primary tasks. Tasks may be conducted concurrently.

- 1. Preliminary Analysis and Design, Site Visit, Research and PMP Development
- 2. Land and Bathymetric Surveys & Right of Way
- 3. Field Investigation and Analysis
- 4. Preliminary Design through Environmental Document
- 5. Final Design of Preferred Alternative (PIH, PSE & Bid Ready Documents)
- 6. Assistance during Bidding
- 7. Construction Phase Services (technical assistance during field construction not involving construction administration or inspection)

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:

Task 1 will encompass the gathering and analysis of existing information, investigation of existing conditions and at least one site visit and meeting(s) with primary stakeholders in Unalaska. One or more preliminary or conceptual level designs will then be developed. This work shall include consideration of construction staging or phasing needs. The Contractor will prepare a Project Management Plan (PMP) and a Public Involvement Plan (PIP).

Task 2 will provide all boundary, topographic, hydrographic, bathymetric, ROW or other survey work products deemed necessary to conduct the project in accordance with DOT&PF standards. Additional property acquisitions are not anticipated; however, the Contractor shall coordinate with the Southcoast Region Right of Way office to identify any real property actions (e.g., acquisitions, easements) necessary to construct the project. The Contractor shall consult with the Southcoast Region Utility Management staff to determine project impacts, if any, to airport utility infrastructure. The Contractor shall consult with the Department's Aviation Leasing personnel to determine project impacts, if any, to airport tenants and users.

Task 3 will consist of field investigations and engineering necessary to support the project's environmental document, preliminary, and final design. The full scope of this task will be negotiated after the contract is award but is anticipated to include the following (as needed to supplement existing data):

- Task 3A, Environmental
 - o Invasive species, wetlands, PFAS, contaminated materials, historic & cultural resources, etc.
- Task 3B, Geotechnical
 - Material sources, subsurface borings, existing asset inspection, etc.
- Task 3C, Electrical

- Verify/confirm existing as-builts, analytical & functional system tests, etc.
- Task 3D, Hydraulics and Hydrology
- Task 3E, Coastal/Marine
 - May not pertain to the B-III Compliance project.

Documents 3 and 4 contain the Contaminated Materials Management Plan (CMMP) and Soil and Asphalt Investigation Report, respectively.

The Contactor shall provide all geotechnical investigation and engineering services required to deliver design products necessary for the project scope. The Contractor shall coordinate with Southcoast Region geotechnical staff to determine necessary design elements. Work shall conform with applicable state and federal guidelines and requirements.

Draft and final geotechnical and marine/coastal deliverables under this task will include an Exploration Plan and Marine/Coastal engineering design report. The results will be used during final design (Task 5).

Task 4 will encompass preliminary design through environmental document.

A public meeting for this project will be conducted before completion of the environmental document.

The Contractor will provide all required professional environmental impact analysis services for the design and development of the final design package.

The Contractor will conduct a pre-environmental (~25% design) Review (PER) as part of this task, all as more particularly described in Document 2, Environmental Document Scope of Work Statement.

Task 5 will be final design. For each project, a minimum of five submittal levels for PER, PIH, PSE, Post PSE (draft final) and Final sealed bid documents can be expected. The Contractor will enter all required bid data into AASHTOware. The Contractor will enter the Construction Safety and Phasing Plan and airspace analysis data into FAA's OE/AAA Portal. Formal Department reviews will be made following the PIH, PSE and Post PSE submittals. Informal, over the shoulder reviews may also be scheduled between key submittal dates. Key consultant staff will be expected to attend the PER, PIH, and PSE review meetings in Juneau or via Microsoft Teams and Bluebeam. The PIH reviews for each project will include an on-site field review with Department personnel.

There is a significant marine/coastal engineering component included in this task specific to the Erosion Control project. Storm events that this site routinely overtop existing surfaces and cause debris accumulation and erosion of the runway surfaces and associated riprap slope embankments. The Contractor will be expected to provide all specialty marine, coastal and structural engineering design services required to build surface and tidal zone erosion control features which may include concrete armor units, riprap, and/or wave runup mitigation structures along the west side of the apron and any other areas determined to need similar protection. The scope of this component will be informed in part by consultation with the Department and the Task 1 findings.

The Construction Safety and Phasing Plan (CSPP) and draft/final Engineering Design Reports are Task 5 deliverables.

Modifications to Standard must be considered early in the design process. In preparing MOS's, the Contractor will be required to follow FAA Order 5300.1G (Subject: Modification to Agency Airport Design, Construction, and Equipment Standards) or the most recent FAA guidance.

Task 6 For each project, the Contractor shall assist the Department as requested from Authority to Advertise through bidding and award. Contractor personnel who were in responsible charge during project development, and other personnel as necessary and appropriate, shall be made available to interpret and clarify documents and to assist the Department with answering bid-related questions and preparing any addenda to bid documents. The Contractor shall not communicate directly about the projects with any potential bidder.

Original documents shall be submitted within a month after bid opening. The Contractor shall submit to the Department the original of all documents prepared or modified during bidding. The Contractor shall keep a copy of these documents until construction is complete.

Task 7 The full scope of work for assistance during construction will be developed and negotiated with the Department's Construction personnel. The Contractor shall assist the Department as requested during project construction. Contractor personnel who were in responsible charge and other personnel as necessary and

appropriate, shall be available to interpret and clarify documents prepared during project development and bidding; to aid in the review and approval of shop drawings and submittals; and to assist the Department with preparing any necessary Change Order documents. The Contractor shall not communicate directly about the project with low bidders. All communication shall be through the Department. The Contractor will not be expected to provide fill-time nor comprehensive construction management nor inspection services. This task does not include construction contract administration or inspection activities.

Anticipated Period of Performance

The actual period(s) of performance for each project shall be negotiated based on the Tasks that are ultimately authorized by the Department. Project construction funding years are uncertain but can be expected as early as FY27 if the project(s) can be made ready. Otherwise, current expectations are that construction funding objectives may be achieved in FY28. The following key target dates are currently anticipated, funding availability notwithstanding:

- Pre-Environmental Review October 2026
- Preliminary Design (and/or Environmental Document) March 2027
- PIH Review October 2027
- PSE Review: January 2028
- Bid Advertisement: April 2028

The actual period of performance will be adjusted and mutually agreed upon by the Department and the Consultant as deemed required to complete any work that may be authorized under any of the anticipated tasks or projects. Each project shall be independently scheduled.

Supplemental Information

The Alaska Aviation System Plan (AASP) contains many technical documents pertinent to this project. They may be accessed by following these steps:

Navigate to the AASP home page, www.alaskaasp.com;

Click on the "Search AK Airports" tab in the upper right-hand corner;

Click on the "U-Z" facilities search tab;

Click on facility name "Unalaska";

Click on "Documents/Links" on the left side of the page.

Other supplemental information documents not contained in the AASP are as follows:

Document 1 - 2023 Unalaska Airport Master Plan Technical Report

Document 2 – Environmental Document Scope of Work Statement

Document 3 – DUT Contaminated Materials Management Plan (CMMP)

Document 4 - DUT Soil and Asphalt Investigation Report

Document 5 – 2011 Unalaska Airport Geotech Report from Project No. 53443

Document 6 - Project Scope, Schedule, Estimate (SSE) Confirmations

Document 7 – 2022 Unalaska Airport B-III Compliance APEB Nomination

Document 8 – 2022 Unalaska Airport Erosion Control APEB Nomination

Document 9 – 1991 Report on Unalaska Airport Shore Protection

Document 10 – 2015 Unalaska Airport Shore Erosion APEB Nomination