



# 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:

## ISSUING OFFICE

Agency Contact & Phone No.....: Albert M.L. Beck, P.E. (907) 451-5359  
 Contracting Division .....: Department of Transportation & Public Facilities, Northern Region

## PROJECT

**RFP NUMBER** .....: 025-2-1-001  
 Project Numbers-State/Federal.....: 63213/EBL-STP-RS-M-0617(3)  
 Project Site (City, Village, etc.).....: Fairbanks AK  
 Project Title & Contract Description .....: University Avenue Rehabilitation & Widening – Design & Engineering Services

To provide professional services as stipulated in the attached Proposed Statement of Services, Appendix B.

## SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: September 2011 through December 31, 2016

Estimated amount of proposed contract:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> less than \$100,000    | <input type="checkbox"/> \$100,000 to \$150,000   | <input type="checkbox"/> \$150,000 to \$250,000            |
| <input type="checkbox"/> \$250,000 to \$500,000 | <input type="checkbox"/> \$500,000 to \$1,000,000 | <input checked="" type="checkbox"/> \$1,000,000 or greater |

Proposed Method(s) of Payment:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Fixed Price Plus Expenses (FPPE) | <input checked="" type="checkbox"/> Firm Fixed Price (FFP)       | <input type="checkbox"/> Cost Plus Fixed Fee (CPFF) |
|   | <input checked="" type="checkbox"/> Other: Time & Expenses (T&E) |   |

## 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 18, 2011**

PREVAILING TIME: **4:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION

(and person, if named):

Albert M.L. Beck, P.E.  
 Department of Transportation & Public Facilities  
 Design Section  
 2301 Peger Road  
 Fairbanks Alaska 99709  
 (907) 451-5359

**IMPORTANT NOTICE:** If you downloaded this solicitation from the State's Website, you must register with the Northern Region Plans room to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, email [dot.nrg.bidregister@alaska.gov](mailto:dot.nrg.bidregister@alaska.gov) or call (907) 451-2247 or fax (907) 451-5390 and provide the project name & number, company name & contact person, address, phone number & fax number.

## **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 per 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 scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.
  - 2.3 After completion of individual ratings, 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.
  - 2.4 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 BAFO's, 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 WEB site. To view or download the booklet, follow these steps:

- A. log on to the web page at [www.dot.state.ak.us](http://www.dot.state.ak.us)
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

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 licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**

**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 or Land Surveyors (A/E or LS) 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. Also, 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 or LS, then all Offerors including any A/E or LS 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 funding from the Federal Aviation Administration (FAA) per 49 CFR 18.36(t) and AC 150/5100-14D, para 2-8(j). Exception: Price must be an Evaluation Factor for Real Estate Appraisal services (AS 36.30.250(d) and FAA AC 150/5100/14D, para 2-4(c)).

10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. 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 which may exceed \$100,000. 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 U.S.C. 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 and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at <http://www.dced.state.ak.us/occ/home.htm> or by calling 1-907-465-2550. Section 12 AAC 12.020(g) of the Alaska Administrative Code further specifies that the business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 Based on guidance from the US Department of Transportation's General Counsel, effective January 10, 2006, the Alaska Department of Transportation and Public Facilities implemented a Race Neutral Disadvantaged Business Enterprise (DBE) program by setting 0% project goals on all highway, mass transit and airport projects. Contractors are encouraged to continue using DBE participation on highway, mass transit and airport projects as appropriate. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850.

## SUBMITTAL CHECKLIST

**B**

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

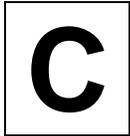
*Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.*

- [ ] 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 upon any omission, error or content of this 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 (2 AAC 12.565).
- [ ] 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.
- [ ] 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 standard forms 254 and 255, 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 #13 and/or #14.
- [ ] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses 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: **7 (Seven)**. Attached page limit does not include the three-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.  
  
**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. N/A
- [ ] 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 or 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 or Price Proposals**) required is: **5 (Five)**
- [ ] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).
- [ ] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.
- [ ] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)
- [ ] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.
- [ ] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

# EVALUATION CRITERIA



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

## SECTION I - TECHNICAL PROPOSAL

### 1. Objectives and Services

1. Weight: 10

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. 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 and innovations, 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: 5

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 or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, 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 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: 10

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. Senior Engineer (responsible for engineering work products)
4. QA/QC (note: this function may or may not be provided by an individual listed above)
5. Civil 3D Design Modeler (responsible for development and integration of the Civil 3D model)

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

Continued Next Page

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: 10**

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. 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. Business History****6. Weight: 5**

Response must identify the period of time firms (Offeror and/or Subcontractors) have been in business **under current organization and name**. Discuss any prior work relationships among the firms. Discuss **prior contracts** that were similar to the work proposed by this RFP. Indicate which of the proposed firms and Project Staff were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).

**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.

**8. Utilization Estimate and Preliminary Schedule****8. Weight: 10**

Response must demonstrate an understanding of the project scope and development process. Prepare a utilization estimate and preliminary schedule detailing each major task anticipated, associated types of personnel, and milestone dates to complete the work (do not include price). A graphic depiction is preferred in your response to this criterion.

**9. Civil 3D****9. Weight: 10**

Response must state the version(s) of Civil 3D used by your firm, how long your firm has been utilizing each version, and example projects and types of work done using the software. Response should clearly identify your firm's and your proposed project staff's proficiency and experience with Civil 3D. Discuss how you will utilize the Department's template and your assumptions. Discuss use of the Civil 3D model by multiple users, including the Department and additional Consultants working for the Department.

**10. Quality Assurance & Quality Control****10. Weight: 5**

Response must describe how the offering firm ensures that the contract deliverables are complete and correct. Discuss the guidelines and/or processes followed to provide quality assurance and control prior to submitting required work products.

## SECTION II - PREFERENCES

## 11. Disadvantaged Business Enterprises

23 CFR 172.5(b)

11. Weight: 0

To be granted this preference, Offeror's response must: 1) identify certified Disadvantaged Business Enterprises (DBEs) which would participate in the proposed contract; 2) explain the work to be performed by the DBEs; 3) demonstrate the extent of total contract requirements of such participation (consider effort, compensation, staff, etc.); and, 4) **list each DBEs' DOT&PF certification number under the designated column on page one of Part D.**

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address <http://www.dot.state.ak.gov/cvlrts/index.shtml>. DBE firms are issued a Certification Number which is listed in the Directory and which must be cited in proposals seeking DBE recognition.

*Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows: "5" - All services by DBE; "3" - Considerable DBE participation; "1" - Minor DBE participation; "0" - No DBE participation.*

**12. Geographic Location** Reference AS 36.30.270(a)(1), 49 CFR 18.36(c)(2) & FAA AC 150/5100-14D, Para 2-7. Weight shall be "0" if any federal funding EXCEPT if services must be performed by licensed Architects, Engineers or Land Surveyors, then Weight shall be greater than "0", regardless of funding sources.

12. Weight: 10

Established local offices and staff residing in proximity to the **project** site are preferable for the proposed contract due to convenience, improved communications and reduced travel costs. Your response to this criterion must clearly identify the the response to the following three questions. Non-responsive answers will be awarded a rating of zero (0).

1. *At the time the proposal was submitted did the lead Proposing Firm have an established office within 50 miles of the State designated location in the RFP from which the State's representative will manage/ coordinate the contract work?*
  - *If "yes", score 1 point*
  - *If "no", score 0 points*
2. *During the performance of contract work, what percentage of the time will the Proposer's Project Manager be working from an office that is within 50 miles of the State designated location?*
  - *For more than 75% of the time, score 2 points*
  - *For 35% to 75% of the time, score 1 point*
  - *For less than 35% of the time, score 0 points*
3. *What percentage of the contract work will be performed within Alaska?*
  - *For more than 75% of the time, score 2 points*
  - *For 35% to 75% of the time, score 1 point*
  - *For less than 35% of the time, score 0 points*

**13. Alaska Bidder (Offeror) Preference**                      **49 CFR 18.36(c)(2) & 2 AAC 12.260(e)**  
**Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".**

**13. Weight: 0**

To be granted this preference:

**1) Response must certify that Offeror meets the following requirements per AS 36.30.170(b):**

- (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 32.05 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).

**2) Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.**

*Response 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 qualifies as an Alaska bidder using the criteria in 1), 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 that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.*

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #14 and #15 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #14 and #15 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 allocability 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.

14. Labor Billing Rates (Required Format)

14. 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.

Table with 3 columns: Function Number, Function Name, and Billing Rate/Estimate. Rows include Contract Management, Project Management, and three blank rows.

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) 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 (maximum 20%) 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%
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.

Sign \_\_\_\_\_ Date \_\_\_\_\_

**15. Total Price Proposal (Required Format)**

**15. Weight: 0**

**PART**  
**C**

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.

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

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

- 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: \$ \_\_\_\_\_

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

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

- Total Proposed Cost**  
Sum of DCDL + IDC + ODC  
Total Cost: \$ \_\_\_\_\_
- Proposed Fee**  
List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).  
Proposed Fee: \$ \_\_\_\_\_
- Total Proposed Price**  
Sum of Total Proposed Cost plus Proposed FEE.  
Total Price: \$ \_\_\_\_\_

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)

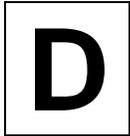
If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages (maximum 20%) when the prices are from Offerors **designate preferences on page one of Part D.**

- \* ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 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.

Sign \_\_\_\_\_ Date \_\_\_\_\_

# PROPOSAL FORM



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

### PROJECT

Project Numbers-State/Federal .....	: 63213/EBL-STP-RS-M-0617(3)
Project Title.....	: University Avenue Rehabilitation & Widening – Design & Engineering Services
RFP No.....	: 025-2-1-0001

### OFFEROR (CONTRACTOR)

Contractor .....	:
Street .....	:
P.O. Box .....	:
City, State, Zip .....	:
Alaska Business License Number .....	: <i>License is a prerequisite to Proposal.</i>
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 12, 13 & 14 in Part C):

[ ] Alaska Bidder (Offeror) **AND>>** [ ] Employment Program or [ ] Disabled Persons

### PROPOSED SUBCONTRACTOR(S)

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

### CERTIFICATIONS

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

Signature.....: \_\_\_\_\_

Name.....: \_\_\_\_\_ Date: \_\_\_\_\_

Title .....,.....: \_\_\_\_\_ Telephone (voice): \_\_\_\_\_

(fax): \_\_\_\_\_

Email Address: \_\_\_\_\_

## CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

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

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for 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. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
  - c. A canceled check that demonstrates payment for the Alaska business license fee.
  - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
  - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
  - f. 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(14)) for Architecture, Engineering or Land Surveying (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 Corporate Practice** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations 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 corporate registration before 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 or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying **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 or Land Surveying** 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 and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.dced.state.ak.us/occ/buslic.htm>.]**

### 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.

**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. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

**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.



# 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, 2301 Peger Road, Fairbanks, AK 99709-5316 OR to fax number: (907) 451-5145 (secure fax). 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) 451-5137.***

### 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: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Contractor: \_\_\_\_\_

Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

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

<b>AKSAS Project No:</b> 63213
<b>Federal Project No:</b> EBL-STP-RS-M-0617(3)
<b>Date Prepared:</b> 07/19/2011

CONTRACTOR shall include the provisions of this form in all subcontracts which 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 or split limits of \$300,000 per person/\$500,000 per occurrence. 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 bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

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:



# PROPOSED STATEMENT OF SERVICES

## APPENDIX B

AKSAS Project No: 63213  
Date Prepared: 07/19/2011  
RFP No.: 025-2-1-001

### RFP No. 025-2-1-001

#### University Avenue Rehabilitation & Widening – Design & Engineering Services/63213

The Northern Region State of Alaska Department of Transportation and Public Facilities, Division of Preconstruction Services, Design Section, (DEPARTMENT) is seeking professional engineering services to assist with the design for the University Avenue Rehabilitation and Widening project.

#### **SCOPE**

The University Avenue Rehabilitation and Widening project consists of upgrading University Avenue in Fairbanks, Alaska to a four-lane divided facility for its length. Currently University Avenue is a four-lane undivided urban arterial. Construction projects have been phased into four segments. Segment 1, with anticipated construction starting in 2014/2015, consists of upgrading University Avenue between Thomas Street and the Chena River Bridge, including replacement of the Chena River Bridge. Additional work under Segment 1 includes construction of the Halverson Road Extension and improvements to and relocations of side streets to provide efficient, safe access onto and off of University Avenue. Segment 2 consists of upgrading University Avenue between the Chena River Bridge and Erickson Avenue, including improvements to Geraghty Avenue between University Avenue and Washington Drive. Segment 3 consists of upgrading University Avenue between Erickson Avenue and the Mitchell Expressway. Segments 1 through 3 involve signalization, intersection improvements, and utility relocations within the corridor. Segment 4 consists of constructing a railroad overpass and adjustments to University Avenue to accommodate. Segment 4 is not included in this contract. For additional project information see the DEPARTMENT's website ([http://dot.alaska.gov/stwdplng/projectinfo/project\\_pages/university\\_ave/](http://dot.alaska.gov/stwdplng/projectinfo/project_pages/university_ave/)).

The DEPARTMENT is seeking design and engineering services for the following primary tasks:

#### **Task 1: Construction Limits Design**

Determine the final construction limits for Segments 1 through 3, including but not limited to:

1. Design of horizontal and vertical geometry;
2. Intersection design;
3. Design of typical section geometry;
4. Utility relocation identification and layout;
5. Drainage design;
6. Permanent and temporary right-of-way limits;
7. Quantities;
8. Engineer's Estimate.

Design level will be up to 75%. The intent is to finalize right-of-way impacts for Segment 1-3. A field visit with the final construction limits plans and the Contractor and DEPARTMENT's representative is required.

This will be the only work included in this contract for Segments 2 and 3.

#### **Task 2: Civil 3D Model**

All design modeling shall be done using Civil 3D version 2011. The selected Contractor will use the DEPARTMENT's template file. The Civil 3D Model will be required with every submittal for review (including Task 1, Construction Limits Design). The Civil 3D Model must contain at a minimum all assemblies, vertical and horizontal geometry, alignments, corridors, styles, surface models (existing, proposed and all pertinent intermediate), as well as non-three-dimensional items such as CAD linework for utility and traffic poles used for determining construction limits or further design of Segments 1-3.

### **Task 3: Segment 1 Plans-In-Hand Design**

In coordination with the DEPARTMENT, develop the Segment 1 design from the Design Study Report (DSR) level to the Plans-In-Hand (75%) design level, including a Plans-In-Hand Review. Work includes but is not limited to the following:

1. Design of horizontal and vertical geometry (University Avenue and all side streets, approaches, and driveways);
2. Intersection design (including but not limited to grading and signal pole layout);
3. Design of typical section geometry;
4. Utility relocation identification;
5. Drainage design;
6. Demolition design (i.e. removal of structures and obstructions);
7. Quantities;
8. Specifications;
9. TCE/TCPs;
10. Traffic Control and Sequencing;
11. Engineer's Estimate.

### **Task 4: Segment 1 Review Plan Specifications & Estimate (PS&E)**

In coordination with the DEPARTMENT, develop the Segment 1 design from the Plans-In-Hand (75%) design level to the Review PS&E (95%) design level, including a Review PS&E review. Work includes but is not limited to the following:

1. Design of horizontal and vertical geometry (University Avenue and all side streets, approaches, and driveways);
2. Intersection design (including but not limited to grading and signal pole layout);
3. Design of typical section geometry;
4. Utility relocation identification;
5. Drainage design;
6. Demolition design (i.e. removal of structures and obstructions);
7. Quantities;
8. Specifications;
9. TCE/TCPs;
10. Traffic Control and Sequencing;
11. MCL;
12. Engineer's Estimate.

### **Task 5: Segment 1 Final PS&E**

In coordination with the DEPARTMENT, develop the Segment 1 design from Review PS&E (95%) to Final PS&E (100%), including submission of all final Plans, Specifications, and Engineer's Estimate. Work includes that listed in Task 4.

## **Task 6: Construction Support & Support During Bidding for Segment 1**

Participate in the Design Handoff Meeting, and Preconstruction Conference as well as providing support to Construction during bidding. Provide support to Construction during project construction with regards to answering questions and sealing change orders as needed.

Construction Manager/General Contractor (CM/GC) or other innovative contracting methodology may be used for Segment 1 of this project.

## **Task 7: Coordination**

Coordination with various utility companies in the project corridor, as well as the Fairbanks North Star Borough, City of Fairbanks, AKDOT&PF resource groups, other Consultants, and the Alaska Railroad among others, will be required for all tasks and stages of work under this contract. Coordination will be done in consult with the DEPARTMENT. Meetings will be required with the DEPARTMENT and other stakeholders throughout the project development.

## **Task 8: Permit Support**

Provide supporting documentation and graphics if needed for permit submission by the DEPARTMENT. Anticipated permits include USCG, Corps, DEC NDWWP, and DEC Waivers.

### **Schedule:**

The DEPARTMENT's intent is to have final construction limits by May 1, 2012 and to obligate Segment 1 (Final PS&E to FHWA) by July 1, 2014. Interim deliverables will be required with those deadlines in mind.

### **Future work that may be added by Amendment:**

The DEPARTMENT may develop a separate construction plan set for the Halverson Road Extension and other access roads to advance relocate the access off of University Avenue for Segment 1. If an additional final construction PS&E is required, this work will be negotiated and added by Amendment.

Depending on the availability of utility companies and the selected Contractor, utility relocation civil and structural work may be added by amendment. Anticipated utility relocations include water, sewer, and communications. Work will only include the civil and structural portions. This work will be evaluated and negotiated at a later date and will not be required of the selected Contractor if their availability or staffing does not meet the DEPARTMENT's needs.

There will be no work requiring an Electrical Engineer's seal under this contract.

### **Electronic Documents:**

All documents generated for this project are the property of the DEPARTMENT. All submittals will be required in electronic format, including both the original software files (i.e. Microsoft Word, AutoCAD, etc.) and PDF as applicable. All project deliverables shall be compatible with Microsoft Office products, Adobe 7.0 (or later), AutoCAD (version 2007 or later), and Civil 3D 2011.

### **Excluded Work:**

This contract will not include signing, striping, illumination, signalization, traffic count stations, bridge design, bridge riprap design, retaining wall design, work requiring an Electrical Engineer's seal, or work requiring a Landscape Architect. The selected Contractor will be expected to coordinate with the groups performing the excluded work. The excluded work may be performed by the DEPARTMENT or under separate contracts issued by the DEPARTMENT. The DEPARTMENT will be responsible for coordinating and compiling the review and final PS&E packages.

