



REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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ISSUING OFFICE

Agency Contact & Phone No: Bob Saviers, Regional Contracts Officer, (907) 465-4420
Contracting Division: State of Alaska, Department of Transportation and Public Facilities,
Southeast Region, Design and Engineering Services

PROJECT

RFP NUMBER: 02523025
Project Numbers-State/Federal: 73108/SHAK-9500(132)
Project Site (City, Village, etc.): AMHS Fleet Vessels
Project Title & Contract Description: AMHS Fleetwide Lifesaving Equipment Upgrades

The Consultant shall provide professional design and engineering services to (1) prepare a Design Study Report, (2) develop and assemble plans, specifications and estimates (PS&E) for competitive bidding, and (3) provide design support during advertising and construction in accordance with the attached Statement of Services. See attached Statement of Services for additional information.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: February 2012 / December 2014

Estimated amount of proposed contract:

☐ Less than \$100,000 ☐ \$100,000 to \$150,000 ☐ \$150,000 to \$250,000
☒ \$250,000 to \$500,000 ☐ \$500,000 to \$1,000,000 ☐ \$1,000,000 or greater

Proposed Method(s) of Payment:

☐ Fixed Price Plus Expenses (FPPE) ☐ Firm Fixed Price (FFP) ☐ Cost Plus Fixed Fee (CPFF)
☒ Other: Combined Fixed Price (FFP) + Time and 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: **February 2, 2012**

PREVAILING TIME: **4:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION

(and person, if named):

ATTN: Bob Saviers
Regional Contracts Officer
Department of Transportation and Public Facilities
6860 Glacier Highway
Juneau, AK 99801-7999

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must register with the Southeast 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, e-mail manuel.rose@alaska.gov or fax (907) 465-4238 and provide the project name & number, company name & contact person, address, phone number & fax number.

PART

SELECTION PROCEDURE

A

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, 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
- 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 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 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 150/100/14D, 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

PART

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: **Fifteen (15)**. 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.

[] 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: **Five (5)**

[] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)

[] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.

[] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA

PART

C

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

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 15

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: 15

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, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 15

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect 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 and accounting)
2. Project Management (single point-of-contact directly engaged in contract performance and supporting staff)
3. Professional & Technical Staff (Structural Engineer, Electrical Engineer, Mechanical Engineer, Naval Architect)
4. Cost Estimating
6. Quality Assurance

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: 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. 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. Quality Assurance**8. Weight: 15**

Discuss your firm's methodology and plan to assure that the project schedule is maintained and that all work products are of the highest possible quality. Explain in detail what steps will be taken to review the documents prior to submittal to the owner. Explain what steps will be taken to assure that the owner's review comments will be incorporated into the final document.

9. N/A**9. Weight: 0**

SECTION II - PREFERENCES

PART

C

10. Disadvantaged Business Enterprises

23 CFR 172.5(b)

10. Weight: 0

Weight shall be at least "10" for FHWA or FAA funded contracts.

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: $\text{Rating} \times \text{Number of Evaluators} \times \text{Weight} = \text{Criterion Score}$. Rating will be as follows: "5" - All services by DBE; "3" - Considerable DBE participation; "1" - Minor DBE participation; "0" - No DBE participation.

11. 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.

11. Weight: 5

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 response to the following three questions. Non-responsive answers will be awarded a rating of zero (0).

"For evaluation purposes, the project site is considered to be Ketchikan, Alaska."

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

12. 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".****12. 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: $\text{Rating} \times \text{Number of Evaluators} \times \text{Weight} = \text{Criterion Score}$. 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 #13 and #14 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #13 and #14 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.

13. Labor Billing Rates (Required Format)

13. Weight: 0

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

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

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

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

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

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages (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 _____

14. Total Price Proposal (Required Format)**14. 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.

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

2. **Direct Costs of Direct Labor (DCDL)**

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (ref.: AS 08.48).

Hourly Rates must not include Indirect Costs or Fee.

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

3. **Indirect Costs (IDC)**

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

IDC Rate: _____ % IDC Amount: \$ _____

4. **Other Direct Costs (ODC)**

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g.: transportation, food and lodging, reproduction, 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: \$ _____

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. **Proposed Fee**

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

Proposed Fee: \$ _____

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

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: **73108 / SHAK-9500(132)**
 Project Title: **AMHS Fleetwide Lifesaving Equipment Upgrades**
 RFP No.: **02523025**

OFFEROR (CONTRACTOR)

Contractor:
 Street.....:
 P.O. Box.....:
 City, State, Zip.....:
 Alaska Business License Number: *License is a prerequisite to Proposal.*
 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 & Office Location</u>	<u>AK Business License No.</u>	<u>DOT&PF DBE Certification No.</u>

CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 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 39.90.100).

[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/home.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.

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

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

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

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

[name of former state employee]

STATE OF ALASKA)
) ss.
 JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My commission expires:

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

PRE-AUDIT STATEMENT

(Confidential when completed)

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

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

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

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

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

CERTIFICATION

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

Signature: _____
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

AKSAS Project No: 73108
Federal Project No: SHAK-
9500(132)
Date Prepared: 1/9/12

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:

MINIMUM LIMITS OF E&O INSURANCE

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

D2.1.5 Professional Liability Insurance required for this

Agreement is

\$ Not Applicable

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

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

CONTRACTOR RELATED MODIFICATIONS

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

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

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

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

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

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☒ Naval Architectural firms typically do not have E&O insurance, If required the State will absorb the total cost of the premium.
- D3.7 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

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

Signature: _____

Date: _____

Name: Captain John Falvey

Title: AMHS General Manager

PROPOSED STATEMENT OF SERVICES

AMHS FLEETWIDE LIFESAVING EQUIPMENT UPGRADES

PURPOSE

The Consultant shall provide professional design and engineering services to (1) prepare a Design Study Report, (2) develop and assemble Plans, Specifications and Estimates (PS&E) for competitive bidding, and (3) provide professional support during advertising and construction.

VESSEL INFORMATION

This project is intended to address multiple lifesaving equipment upgrades across the AMHS Vessel Fleet including the Aurora, Columbia, Kennicott, LeConte, Malaspina, Matanuska, Taku and Tustumena.

PROJECT DESCRIPTION

The project consists of preparation of planning, design and construction documents for the upgrade and refurbishment of the following lifesaving systems: lifeboats, their davits and cradles; service / work boats, their davits and cradles; rescue boats, their davits and cradles; means of rescue equipment; liferafts and supporting structural, electrical and hydraulic supporting systems. Replacement is expected and desired to keep installations similar across as many vessels as practical. Alternative strategies for Lifesaving Equipment scenarios shall be considered to meet regulatory requirements while keeping in mind recurring maintenance costs and availability, cost of repair and cost of replacement parts and the availability and location of qualified technicians.

TASK #1 SCHEDULES AND COORDINATION

The Consultant's Project Manager will coordinate with the Department's Project Manager to obtain all reviews and approvals.

COMMUNICATION.

In order to assure mutual understanding of the project as it develops, close communication between the Consultant and the Department's Project Manager will be essential.

This task will include the review of a Communication Plan. This Communications Plan will be a guidance document to assist the Project Manager and project stakeholders with managing the communications for the efficient execution and administration of the project. This plan will describe the project stakeholders, nature of anticipated communications, the form the communications will take, and a communications schedule to support project development from Design Study through final PS&E)

The Communication Plan will include a weekly teleconference between the Consultant and the Department's Project Manager and Monthly Project Status Reports. In addition, office visits and progress meetings will be scheduled as often as necessary to maintain close coordination and cooperation.

SCHEDULE

The Consultant shall review the Work Schedule provided showing the anticipated vessel availability and project development phases. The Work Schedule is a time-scaled chart detailing the activities by Critical Path Method (CPM). A draft copy of this schedule is attached to this statement of services. Most tasks are shown as “start as late as possible” so consider there being considerable opportunity to start early on the design work. It shows the order and interdependence of the various milestones, subtasks and deliverables for each of the Tasks. Comments provided shall outline any performance issues known that would prevent this schedule from being met. Once the work begins, the Consultant shall submit an updated schedule each month with a narrative that addresses any changes in the schedule and an **Action Plan that explains how the project will be completed as agreed.**

DELIVERABLES.

Type of Document	Electronic Submittal
Communications Plan Review comments	1
Work Schedule (review comments and updates)	1

TASK#2 DESIGN STUDY REPORT

The Consultant shall accomplish the work necessary to complete a Design Study Report (DSR) for approval by the Department. This will include meeting with AMHS and other personnel to discuss and refine the Project Scope of Work for the two types of work items (short term and long term).

The DSR shall be separated one section for each vessel. For any items identified as needing further refinement, the consultant shall develop and refine the formal Problem Statement and a series of proposed solutions. Each proposed solution will be analyzed to determine how well it satisfies the Problem Statement and its cost effectiveness. The Design Study Report will include a Preferred Alternative.

Design Concept Review: The Consultant will meet with the Project Manager to review and discuss the Design Concept. This meeting will occur prior to submittal of the Draft Design Study Report and will cover product lead times, sequence of proposed vessel availabilities.

Draft Design Study Report: Prepare and submit a draft Design Study Report to the Department's Project Manager for Department review.

Final Design Study Report: After review, the necessary corrections shall be completed by the Consultant.

The DSR shall include discussion of the following items:

Construction Problems: Any unusual problems anticipated during construction, together with suggested procedures or techniques for resolution of such problems.

Estimates: Confirm the States preliminary estimated construction cost based on estimated quantities of materials, labor and construction contractor profit. Each vessel will have a separate section and subtotal.

DELIVERABLES

Type of Document	Electronic
Draft Design Study Report	1
Final Design Study Report	1
Long Term Items Appendix	1
Prioritized work package	1

TASK #3 PLANS, SPECIFICATIONS & ESTIMATE ASSEMBLY

This task will consist of using the parameters from the approved Design Study Report to produce a PS&E assembly suitable for competitive bids and a contract for the construction of the projects. PS&E shall be prepared for each vessel and act independently from the other PS&E packages. When the PS&E assembly has been approved by the Department's Project Manager and an Authority-to-Advertise is obtained, this phase of work will be complete. (Do we want to include submittal and receipt of regulatory agency approvals on our behalf?)

DESIGN PLAN SHEETS. All plans shall be ink on ANSI D Paper, size 22" x 34" sheets, and shall be plotted at ½ Size (11" x 17"). All design plan sheets shall have a title block and be sealed by a professional engineer who is responsible for or prepared the design. These contract and guidance plans are for a design bid build construction contract. As such the "engineer of record" will remain as written for those that are contract documents. The plans shall contain at least the following sheets and information:

Title Sheet showing:

- A. Project title, project numbers and description of work.
- B. Plan sheet index.

Detail Sheets showing:

All necessary miscellaneous construction details, etc.

Plan Sheets:

As necessary to adequately describe the work.

HISTORICAL REFERENCE DRAWINGS AND DOCUMENTS. All historical drawings referenced as part of the specification shall be provided in an easily readable electronic format. PDF or AutoCAD file formats are both acceptable.

SPECIFICATIONS AND ESTIMATES

The AMHS has developed standard General Provisions and standard Sections 0 and 1. A printed copy of the General Provisions and an electronic copy of Sections 0 and 1 will be supplied to the selected consultant. A recent change from past projects will be that this will be bid as a design bid build contract, not a design build contract. The Consultant's Specifications shall be written to coordinate with these standards. In particular, the Consultant shall be responsible for developing lists of deliverable items, required test memos, a list of required drawings and purchase technical specifications (PTS). The purpose of the PTS is to assist the shipyard contractor in ordering material that complies with the specifications.

The Consultant shall prepare and submit specifications that shall comply with all current regulatory agency requirements affecting the documentation, certification and operation of the vessel. The Specifications shall be written to describe the total job depicted by the drawings listed for each specification section. Each vessel will have its own complete set of specifications. Specifications are to be cross-referenced as appropriate. Specifications shall be written in a manner that construction contractors can clearly determine the costs to

complete each item. Each specification section shall completely describe the work required to accomplish the installation of the equipment or structure being installed by that section. Each specification section shall include specific operational testing to be accomplished as well as reference to the testing section for standard testing of such items as electrical wiring, bulkhead penetrations, welds, hull penetrations and piping hydrostatics testing.

Each specification section shall have the following subsections if appropriate. However, if the Consultant desires to use an alternate structure, it should be proposed to the AMHS Project Manager for approval.

- A. GENERAL SCOPE
- B. REFERENCES
- C. MAJOR CONTRACTOR FURNISHED EQUIPMENT
- D. INSTALLATIONS
- E. REQUIRED ABS/COAST GUARD INSPECTIONS/APPROVALS
- F. TESTING
- G. REQUIRED TECHNICAL DOCUMENTATION TO BE SUBMITTED AS PART OF THIS ITEM TO INCLUDE A LIST OF EQUIPMENT FOR WHICH MANUALS ARE TO BE PROVIDED AND DRAWINGS REQUIRING UPDATING BY THIS SPEC ITEM
- H. ANY REQUIRED TRAINING

Any revisions necessary to obtain approval shall be at the Consultant's expense. Any fees arising from resubmittals due to errors or omissions shall be the Consultant's responsibility.

The project Bid Schedule and Engineer's Estimate shall be submitted in a Department approved format. **The Engineer's Estimate will be reviewed and updated monthly to reflect any changes or modifications.** It is the Department's expectation that the Engineer's Estimate (and the Construction Bids) will be within the available construction funding. If the Engineer's Estimate exceeds this amount, the consultant shall immediately notify the Department's Project Manager. The consultant may be required to redesign or re-scope the project at their own expense to assure an affordable construction bid.

Available Construction funding: **\$13,000,000**

In addition to its obvious purpose as a technical document, the Plans and Specifications have another purpose; as a legal document. The Plans and Specification form the basis for the Construction Contract. Particular attention must be paid to this purpose. It is imperative that the information be accurate and the wording precise and unambiguous. If the contract wording is subject to multiple interpretations, claims courts have taken the position that it will be interpreted in favor of the party which did not write it.

SUBMITTALS

Draft (75%) PS&E: The Consultant shall prepare a Draft PS&E assembly suitable for a complete review by representatives of the Department and other agencies. At this stage of completion the drawings, specifications and cost estimate should be sufficiently developed to describe and illustrate the work intended. In particular, the specifications must be adequate to describe in words what is being shown on the drawings. The Drawings and Specifications must clearly present the work to be accomplished in sufficient detail for the shipyard to prepare a bid. Estimate should be developed to 95% level to confirm sufficient funding.

When the Draft (75%) Plans, Specifications and Estimate are ready for review; the Consultant shall submit the assembly to the Department's Project Manager for initial review and comment. Corrections may be necessary prior to accepting the package for the review. When the Draft (75%) PS&E assembly has been accepted by the Department's Project Manager, the Consultant shall submit the corrected package for Draft Review distribution. The Department's Project Manager will organize the review meeting, consisting of an

office review of plans, specifications and estimate. The Consultant will attend the meetings and respond to all questions.

PRE-PS&E REVIEW: The Consultant shall prepare and submit the Pre-PS&E assembly for final Owner's review, consisting of the complete project plans, Technical Specifications and Engineer's Estimate. The Department's Project Manager will coordinate the Pre-PS&E review. A meeting will be scheduled to adjudicate all questions received as a result of the review. The Consultant shall attend the adjudication meeting and will respond to all questions.

At this stage of development the Consultant should consider his work completed except for incorporation of the Owner's final comments. In other words, there should not be any blanks to be filled in, there should not be any reservations for information, all dates should be listed and all engineering should be completed and stamped. The consultant should not expect the Owner to provide engineering quality assurance. The Owner review is intended to confirm that the final package conforms to the Owner's style preferences. It is not intended to catch Consultant errors or omissions. The primary goal is to provide sufficient information and detail so the shipyard contractors can submit a bid.

FINAL PS&E PACKAGE: Following necessary revisions of the Pre-PS&E package, the Consultant shall provide final corrected drawings, Technical Specifications, Engineer's Estimate and Bid Schedule in both hard copy and electronic format. The Department will be responsible for combining the Bid Schedule and Specifications with required contract forms, and other bidding information. The Final PS&E Package will include a 1/2 size signed original and a set of CAD files (AutoCAD format).

FINAL DOCUMENTATION: Prior to advertising, the Consultant shall submit an organized CD containing all quantity computations, indexed for each Bid Item in the contract. This information shall contain sufficient information to allow the plan quantities to be checked from the source document, through computations and assumptions. The Consultant shall also provide notes, sketches, photographs, and other material which may have been used to document development of the project, referenced to the applicable Bid Item.

The Consultant shall provide copies of all electronic computations and data files in a format that can be easily used on one of the Department's computers, running the Department's standard software applications (see information below).

REPRODUCTION: The Department will be responsible for all reproduction, unless noted otherwise, and distribution of all Draft Review, Pre-PS&E Review and Final PS&E Packages.

DELIVERABLES

Type of Document	Copies	Originals
75% PS&E Review	0	1 (electronic)
95% PS&E Review	0	1 (electronic)
100% Final PS&E	4	1
1/2 Size Originals	1	1
CAD Files on Disc	0	1
Final Documentation	0	1

The consultant shall ensure the final plans and specifications comply with all applicable American Bureau of Shipping and the United States Coast Guard rules and regulations. Any additional consultant expenses arising from resolving issues with non-compliant plans or specifications during the construction phase shall be the consultant's responsibility.

TASK #4 BIDDING AND CONSTRUCTION SERVICES

The Consultant shall make staff and original records of the project available until the construction of the project is completed. The Consultant may have to clarify part of the PS&E assembly, provide design intent during the bidding period, or interpret the PS&E during construction of the project. All questions pertaining to the design and subsequent interpretations shall be coordinated through the Department's Construction Manager. In no case will the Consultant be required to communicate directly with the companies bidding for the construction contract or with the successful bidder. Assistance will be expected on all change orders or modification of the plans set during the construction phase of the project. The Consultant may be requested to review construction contractor submittals for conformance with the PS&E. Attendance at the Preconstruction conference and field inspections may be requested.

Electronic File Submittals and File Compatibility

Electronic documents, files, drawings, and photographs shall be delivered on CD-R Computer Disks (labeled to indicate contents) capable of being used on the Department's computers running the Microsoft Windows XP Professional operating system using the following programs:

- AutoCAD (Drawings saved in 2010 DWG Format)
- Microsoft Project 2010
- Microsoft Office 2010 (Word, Excel, Access, PowerPoint)
- Adobe Acrobat (Version 10 or later)

Font styles shall be Arial or Times New Roman, unless approved otherwise by the Project Manager. Electronic documents or drawings shall not be stored in a compressed file format unless they are self-extracting. All electronic files shall be indexed. To the extent possible, all indexes and file names shall clearly indicate the content of the documents and drawings. Electronic media shall be virus free.