

ALASKA ENERGY AUTHORITY

RFP BEAVER AND CHALKYITSIK BULK FUEL SYSTEM UPGRADES CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC) RFP 21012

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The purpose of this RFP solicitation is to solicit for CMGC services for Beaver and Chalkyitsik Bulk Fuel system upgrade.

TABLE OF CONTENTS

SECTION 1.	SCOPE OF WORK AND PROJECT INFORMATION	4
SEC. 1.01	PURPOSE OF THE RFP	4
SEC. 1.02	PROJECT GOALS	10
SEC. 1.03	PROJECT DESCRIPTION/SCOPE OF WORK	10
SEC. 1.04	PROJECT FUNDING	17
SEC. 1.05	PROJECT COORDINATION.....	18
SEC. 1.06	FIXED LIMIT OF CONSTRUCTION COST	18
SEC. 1.07	PROJECT CONSTRUCTION SCHEDULE - MILESTONES	18
SEC. 1.08	SPECIFICATIONS.....	19
SEC. 1.09	OWNERSHIP OF THE DOCUMENTS	19
SEC. 1.10	REQUIRED AVAILABILITY OF KEY PERSONNEL	19
SEC. 1.11	PROPOSAL CONTENTS.....	19
SEC. 1.12	ALTERNATE PROPOSALS.....	21
SEC. 1.13	NEWS RELEASES.....	21
SEC. 1.14	COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES.....	21
SEC. 1.15	EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)	22
SEC. 1.16	REQUIRED REVIEW	23
SEC. 1.17	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS.....	23
SEC. 1.18	ASSISTANCE TO OFFERORS WITH A DISABILITY	23
SEC. 1.19	AMENDMENTS TO PROPOSALS	23
SEC. 1.20	AMENDMENTS TO THE RFP	23
SEC. 1.21	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	24
SEC. 1.22	DELAY DAMAGES	24
SEC. 1.23	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	25
SEC. 1.24	INSURANCE REQUIREMENTS	25
SEC. 1.25	TERMINATION FOR DEFAULT	26
SECTION 2.	CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS.....	27
SEC. 2.01	PROPOSAL GENERAL INFORMATION	27
SEC. 2.02	PRIOR EXPERIENCE	28
SEC. 2.03	RFP SCHEDULE	28
SEC. 2.04	MANDATORY PRE-PROPOSAL CONFERENCE.....	29
SEC. 2.05	PROTEST	30
SEC. 2.06	AWARD OF CONTRACT	30
SEC. 2.07	PROPOSAL SUBMITTAL - STEP 1	31
SEC. 2.08	ORAL INTERVIEWS – STEP 2	32
SEC. 2.09	SEALED CMGC FIXED FEE– STEP 3	32
SECTION 3.	PROPOSAL CONTENT AND EVALUATION CRITERIA	34
SEC. 3.01	METHOD OF SELECTION AND AWARD	34
SEC. 3.02	EVALUATION CRITERIA FOR PROPOSALS (60 POINTS POSSIBLE).....	34
SECTION 4.	APPENDICES	42
	APPENDIX C-1 CMGC FIXED FEE PRICE.....	53
	FIXED FEE PROPOSAL FORM	53
	APPENDIX C-2 CMGC BID ITEM PRICING.....	54
	PROPOSAL FORM.....	54
	APPENDIX D: CONSTRUCTION GENERAL CONDITIONS	55
SECTION 5.	GENERAL PROCESS INFORMATION	56
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	56

SEC. 5.02 SITE INSPECTION 56

SEC. 5.03 CLARIFICATION OF OFFERS 56

SEC. 5.04 DISCUSSIONS WITH OFFERORS 57

SEC. 5.05 EVALUATION OF PROPOSALS 57

SEC. 5.06 OFFEROR NOTIFICATION OF SELECTION 57

SEC. 5.07 ALASKA OFFEROR PREFERENCE 57

SECTION 6. GENERAL LEGAL INFORMATION 58

SEC. 6.01 STANDARD CONTRACT PROVISIONS 58

SEC. 6.02 PROPOSAL AS A PART OF THE CONTRACT 58

SEC. 6.03 ADDITIONAL TERMS AND CONDITIONS 58

SEC. 6.04 HUMAN TRAFFICKING 58

SEC. 6.05 RIGHT OF REJECTION 58

SEC. 6.06 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS 59

SEC. 6.07 ASSIGNMENT 59

SEC. 6.08 DISPUTES 59

SEC. 6.09 SEVERABILITY 59

SEC. 6.10 SUPPLEMENTAL TERMS AND CONDITIONS 60

SEC. 6.11 CONTRACT INVALIDATION 60

SEC. 6.12 SOLICITATION ADVERTISING 60

SECTION 7. ATTACHMENTS 61

SEC. 7.01 ATTACHMENTS 61

SECTION 1. SCOPE OF WORK AND PROJECT INFORMATION

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Energy Authority (AEA), is soliciting proposals for CMGC services for Beaver and Chalkyitsik Bulk Fuel system upgrade. The selected Offeror (also referred to as “Contractor”) will provide preconstruction phase Construction Management (“CM”) services and will have the opportunity to be selected as the General Contractor (“GC”) during the construction phase. However, the construction contract is not guaranteed, and is dependent on successful Construction Agreed Price (CAP) negotiation with the Authority (“AEA”).

The current draft scope of work reflects the known Project goals and risks. One selection factor used in determining the successful Offeror will be the ability of the Contractor to analyze the Project goals, participate in determine logical packages for construction, evaluate work elements, assist in risk management, and formulate a proposal. This process may produce new approaches or modify the Project work elements. The final scope of work for the Project will evolve based on input from various sources including AEA, Consultants, the selected Contractor, and stakeholders.

The Contractor will partner with the Design Consultant (“CRW”), and AEA as a member of the integrated design team. The Contractor will provide input on schedule, phasing, constructability, risk, and cost throughout the preconstruction phase of the Project.

The Contractor’s tasks during the preconstruction phase include, but are not limited to:

A. Design Review:

1. Thoroughly review all plans, specifications, reports, diagrams, shop drawings, as-built plans, site conditions, and all other necessary Project documentation to provide design validation from a construction expertise perspective.
2. The Design Consultant or AEA design team, and Contractor shall independently calculate quantities for verification purposes of construction packages. Final quantities will be determined based on an analysis of GC and design team estimates.
3. Provide constructability input on all facets of the Project..
4. Provide written reviews or reports and details/redlines of the Project plans and specification packages at Project milestones. The report should adequately address constructability; bulk fuel phasing; clarifications; design plan and specification errors, omissions, or conflicts; potential impacts to schedule; potential impacts to cost; risk identification; and value engineering suggestions/recommendations.
5. Work with design team to make determinations if early procurement (long lead-time procurement (“LLTP”)) packages for materials are viable and cost effective, or if they have the potential to benefit to the Project or reduce the construction schedule. Procurement of these materials may be by the Contractor ahead of construction process.
6. Work with the design team to make determinations if early construction packages are viable, cost effective, and have the potential to benefit to the Project or reduce the construction schedule.
7. Provide feedback for appropriate level of plan detailing to complete construction.
8. Actively participate in discussions to study and recommend ideas for design options as it pertains to constructability, innovation, value and quality.
9. Provide timely feedback from design reviews to AEA to assist in decision making.

B. Cost Estimating:

1. Ongoing Tasks

- a. To help inform decisions, the Contractor shall provide ongoing rough order of magnitude cost estimating as design concepts are being developed and evaluated throughout the CMGC process. This may include:
1. Evaluating means and methods of various construction techniques that may influence design solutions with consideration of cost and schedule impacts, and
 2. Evaluating industry standard operating and maintenance costs as inputs to life-cycle cost analysis.

2. Tasks at Milestones

- a. Provide construction cost estimates at milestones that include the following activities:
1. It is anticipated the Contractor shall submit Opinion of Probable Construction Cost (“OPCC”)s at (if applicable depending on the packages) 65%, and 95% milestones. Additional OPCCs may be required at the request of AEA if: complexity indicates an added benefit, or work is added to the Project. Additional OPCCs may be required before the CAP if the Project team agrees on their necessity before the CAP proposal request. Analysis should include availability of labor, equipment, and materials. To facilitate comparisons with CRW estimates, both Contractor and subcontractors cost estimates will be included in an open book review.
- b. The Contractor shall submit a CAP proposal when both the Contractor and AEA agree the design has progressed to the appropriate level, typically at 95%.
1. Quantity reconciliation will be required with the Design Consultant and AEA. This may include verification of means of methods between AEA and Design Consultant.
 2. The Contractor shall submit CAP proposals once a negotiated CAP has been agreed upon.
 3. AEA may request the Contractor submit a CAP on early construction packages or for the procurement of long lead items.

C. Schedule:

1. Provide continuous schedule validation for construction package schedules, overall project schedule, and schedule analysis for impacts of concurrent construction packages (if proposed).
2. Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to validate deadlines and help develop project delivery strategies.
3. Continually compare and validate construction schedules with Engineer Team (CRW).

D. Risk:

1. Lead quantitative and qualitative risk management discussions with the Project team to identify risks, develop mitigation strategies, and assign risk responsibility.
2. Set risk meeting frequency and prepare and update the Project Risk Register.

3. Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.

E. Meetings:

1. Participate in the Project Scoping Workshop, Project Milestone Meetings, CAP negotiations (LLTP and Construction), recurring Project level and Program level status meetings, and any other meetings throughout preconstruction as agreed upon.
2. The Project Scoping Workshop will cover at a minimum the following items:
 - a. Introduction to the Project, CMGC, partnering session, Project stakeholder engagement, roles and responsibilities identification. Subcontractors performing major and high-risk work items should be in attendance.
 - b. The Project Team will review Project status, goals, objectives, funding, preliminary preconstruction schedule, etc.
 - c. The Contractor to bring an Initial Schedule to review and at a minimum include the following milestones (as applicable): 65%, 95%, design review meeting dates, cost model review meeting, and CAP negotiation dates.
 - d. Review and finalize scope of work and schedule for the potential early construction package.
 - e. The Contractor to provide initial cost model and risk register to the team.
 - f. Contractor will continue develop and maintain Project risk register and management plan.
 - g. Review of relevant plans, specifications, and reports.
 - h. Set up progress meeting frequencies and initiate working groups for various elements of the Project, i.e., Bulk Fuel working group, risk working group, etc.
 - i. Progress meetings may include: project management meetings, design meetings, discipline/specialty meetings, stakeholder meetings, and public meetings.
 - j. Collaborate to establish a Project Document Control Plan.
 - k. Develop Communication Plan and Escalation Ladder.
 - l. Team may choose to visit Project site.
3. The Contractor shall be prepared to document all value engineering and cost saving ideas during the design process. The Contractor shall provide a facilitator and participate in Value Engineering (“VE”) workshop at agreed upon milestones. At the VE workshop(s) the Contractor shall coordinate estimating tasks; and bring in multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials. The Contractor shall be responsible for preparing a VE summary of ideas captured during the design process and the workshop.
4. The Contractor shall participate in Project Goal setting at the project kick off meeting.
5. The Contractor shall participate in Partnering Meeting(s) with AEA. The Contractor shall provide a facilitator and meeting space for the partnering meeting(s). A total of three partnering meeting are anticipated through the design and construction.
6. The Contractor shall participate in Goal Tracking Meetings to analyze how Project progress and decisions are aligning and tracking with Project goals. Items of focus include priorities, commitments, approach, scope, schedule (including long lead items, permits, phasing, etc.), risk, and cost reasonableness.

F. Deliverables:

1. The Contractor will develop and produce the following reports and deliverables:
 - a. Subcontractor Selection Plan,
 - b. Quality Control Plan,

- c. Material Sourcing Plan,
 - d. Worker and Public Safety Plan,
 - e. Risk Management Plan,
 - f. Procurement Review Report for each LLTP CAP, if required,
 - g. Provide monthly invoices and project reports to support payment of preconstruction CM services, and
 - h. Provide a list and narrative of value added items that the Contractor has contributed by performing this Project under the CMGC process prior to each CAP negotiation.
2. The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if a CAP is successfully negotiated with AEA.

If negotiations for a final construction price (see Section 2.1) and the schedule are not successful, AEA reserves the right to place the Project for open bid and the Contractor shall not be eligible to submit a bid. In this case, the Contractor shall be compensated for its pre-construction services per the CMGC services contract and AEA will have no further contractual obligations to the Contractor.

A summary outlining the requested CMGC services is provided below.

3. The Contractor will be part of the design team. The Contractor tasks during the preconstruction phase include, but are not limited to:
- a. Partner with the Consultant Designer, and the AEA Leadership Team, AEA designers as part of the design team. The Contractor will provide input on schedule, phasing, constructability, material and equipment availability, and estimates throughout the preconstruction phase of the project.
 - b. Review all existing as-built plans, current conceptual/preliminary designs, final design plans and site conditions.
 - c. Coordinate the four primary areas of focus and their various level of development to assist in sequencing the work to minimize redundancies, and create an efficient execution of the Project (phases).
 - d. Provide design and schedule validation for current conceptual/preliminary designs.
 - e. Provide the ability to contract with outside vendors, if necessary.
 - f. Attend the Project Scoping Workshop and any other meetings throughout preconstruction agreed to at the Project Scoping Workshop, including Project, Milestone, Action, Long Lead Time Procurement (LLTP) Construction Agreed Price (CAP), and Construction CAP negotiation meetings.
 - g. The Project Scoping Workshop will cover at least the following items:
 1. Introduction to the project, the project stakeholders, the CMGC delivery plan, planning partnering session(s) and identifying roles and responsibilities.
 2. Team will review project status, goals, objectives, funding scenario's, preliminary preconstruction schedules, etc. Initial schedule should include milestones 65%, 95% (design review meeting dates), cost model review meeting, and CAP.

3. Team to work with CM to start developing project risk table and plan.
 4. Review of relevant plans, specifications, and reports.
 5. Team may choose to visit project site and potentially visit CM offices and meet potential subcontractors that add value to the project.
 6. Set up progress meeting schedule and initiate working groups for various elements of the project, i.e., bridge working group.
 7. Team to establish Document Control Plan.
 8. Formal value engineering meeting will be required and CM shall participate.
4. Provide cost estimates at milestones that include the following activities:
 - a. Item identification that is compatible with AEA's cost data information, standards and specifications.
 - b. Develop/Update Opinion of Probable Cost ("OPCC") worksheet.
 - c. Quantity reconciliation with designer and AEA. This may include verification of means of methods between AEA, and design consultant.
 - d. Analysis should include availability of labor, equipment, and materials.
 5. In conjunction with the design consultant the contractor will provide cost estimates, constructability and phasing reviews for design elements, and alternatives as needed throughout the project. This may include:
 - a. Evaluating industry standard operating and maintenance costs to determine life-cycle costs.
 - b. Evaluating user costs.
 6. Assignment of the responsibility for this CM work shall be determined by the AEA Project Manager during the course of the project and shall include:
 - a. Work with design team to make determinations if early procurement (long lead time procurement, LLTP) packages for materials are viable and cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the project. These materials could be procured by AEA or the contractor ahead of construction.
 - b. Work with the design team to make determinations if early construction packages are viable, cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the project.
 - c. Prepare written reports at the 65%, and 95% milestones summarizing the value engineering activities accomplished and any recommendations developed within each phase.

- d. Prepare preliminary construction schedules and phasing alternatives at each preconstruction milestone to determine project costs, attainability of deadlines, and help develop value engineering ideas.
- e. Lead risk management discussions with project team, set risk meetings and prepare and update the project risk register. Collaborate with the Project Team to develop a Risk Management Plan, perform risk assessments, and prepare and update the Risk Register.
- f. Develop and produce the following reports and deliverables as directed by the AEA PM:
1. Subcontractor Selection Plan
 2. Quality Control Plan
 3. Material Sourcing Plan
 4. Worker and Public Safety Plan
 5. Procurement Review Report for each LLTP CAP if required.
- g. Provide monthly invoices and project reports as required by AEA for payment of preconstruction CM services.
- h. The Contractor shall be required to provide written reviews or reports and details/redlines of the project plans and specification packages at project milestones. The Contractor shall thoroughly review all plans, specifications, reports, diagrams, shop drawings, and all other necessary project documentation. Comments should be related to constructability, clarifications, design errors or omissions, schedule impacts, cost impacts, risk identification, or value engineer suggestions/recommendations. The Design Consultant and Contractor shall independently calculate quantities of the construction package.
- i. It is anticipated the Contractor shall submit an OPCC for each package identified.
- j. Lead Value Engineering workshop(s) at agreed upon Milestones to coordinate estimating tasks, bring multidiscipline cost/construction experts to evaluate alternative designs, systems, and materials.
- k. Once the Contractor and AEA agree the design has progressed to the appropriate level (typically at 95%); the Contractor shall submit CAP proposals and an Bid Submittal.
1. AEA may request the Contractor to submit a CAP on early construction packages or for the procurement of long lead items.
 2. The Contractor shall ensure all environmental, safety, and permit commitments that are specified in the plans, specifications, and contract documents are implemented during construction if a negotiated CAP proposals are agreed upon.
 3. If negotiations for a final construction price and the schedule are not successful, AEA reserves the right to place the project for open bid. In this case, the Contractor shall be

compensated for its pre-construction services per the CMGC services contract and AEA will have no further obligations to the Contractor.

SEC. 1.02 PROJECT GOALS

1. Install new dispensing tanks
2. Modify and /or improve existing bulk fuel infrastructure, such that the probability of a spill is significantly reduced.
3. Construction completion by the fall of 2021

SEC. 1.03 PROJECT DESCRIPTION/SCOPE OF WORK

CRW Engineering Group, LLC is working with AEA and Community of Beaver and Chalkyitsik to design and implement upgrades to the community's fuel storage and handling systems.

Beaver Alaska:

There are two existing bulk fuel storage facilities in the Village of Beaver, all fuel in the community is currently delivered via aircraft using a single product header located at the community's airport. The fuel storage tanks and equipment at Tank Farm 1 (TF1) and Tank Farm 2 (TF2) range from 20 to 40 or more years old. TF1 has a capacity of 49,300 gallons in 9 BIA style vertical tanks and is used by the YFSD to store fuel to heat the school. TF2 has a capacity of 30,000 gallons in 3 horizontal tanks and is owned by BVC to store and distribute diesel for power generation and retail sales. Both tank farm sites are listed on the ADEC contaminated site database. The existing facilities in their current condition pose substantial risk to the environment and public safety. In order to diminish risk and relieve existing hazards, bulk fuel and retail dispensing facility upgrades are needed.

The BVC transfers diesel from TF2 to a stationary 500-gallon, double-wall aboveground storage tank (AST) situated outside of the containment area via gravity through a 2-inch rubber hose. Diesel is then transferred from the stationary 500-gallon tank to a 500-gallon, single-wall AST strapped to a double-axle utility trailer. The trailer is transported to the power plant where the fuel is then transferred to a 1,000-gallon, Fireguard, intermediate tank.

The BVC stores and dispenses gasoline from 55-gallon drums at a makeshift dispensing area near the power plant (the "dispensing shack").

Consolidation of Tank Farms & Secondary Containment:

Beaver receives fuel by aircraft as regional fuel barges are no longer serving the community. Delivery volumes by aircraft are reportedly 3,200 gallons (AAF planes) or 4,650 (Everts Air Cargo (EAC) planes). Delivery of fuel by air has the benefit of year round availability which reduces community storage capacity requirements (versus communities subject to seasonal barge deliveries). The BVC and YFSD have acknowledged this and understand that consolidating / reducing fuel storage will be beneficial to both parties. The BVC tank farm (TF2) has three 10,000 gallon diesel bulk tanks within a lined containment area. The BVC is currently utilizing only one of these tanks to store diesel fuel for power generation and retail sales. We recommend that the two unused 10,000-gallon tanks be repurposed to provide 20,000 gallons of storage for the school. TF1, which lacks secondary containment and has numerous other code & safety issues, could then be decommissioned.

TF2 tanks are situated within a lined, earthen secondary containment dike which is reportedly liquid-tight. The containment at TF2 would be dewatered, debris and vegetation would be removed, and a sump pump would be provided. Vegetation growing around the containment berm should be removed and the chain-link security fence repaired. Any visible damage to the liner should be assessed and repaired.

New Tank Appurtenances & Painting:

TF2 tanks are in relatively good condition but do exhibit moderate surface corrosion and would benefit from re-coating. Surface preparation would be performed in accordance with the Society for Protective Coatings (SSPC) surface preparation standard SSPC-SP3 Power Tool Cleaning to remove all loose rust and paint. Primer and top coats would be selected by the engineer and applied in accordance with the manufacturers written instructions. Recoating the tanks could be considered as an additive alternate based on available funding.

Tank appurtenances should be replaced or upgraded to the greatest extent possible without modifying the tanks. Improvements would include normal whistle vacuum vents, fire-safe steel ball valves, water draws, and clock-type level gauges.

Fuel Pipeline & Header Repair/Replacement:

The existing diesel header, located near the airstrip, consists of a 10-foot long, 3-inch rubber fuel hose with cam-lock fittings and a brass gate valve. No catch-basin or spill containment of any type is located at the header fill point. The header system is connected via cam-lock fitting to a 3-inch welded steel pipeline that runs approximately 360-feet, mostly below grade, to a tee with flanged steel gate valves near TF2. From the tee the pipeline runs west approximately 20-feet to the TF2 manifold, and southeast approximately 570-feet to the TF1 manifold. A 2-inch steel pipeline with threaded fittings runs approximately 70-feet, mostly below grade, from the school tank manifold to the school's maintenance shop.

The age of the buried fuel pipelines is estimated to be at least 25 years and could be as much as 40 years old or more. The condition of the buried pipelines is unknown. As part of the upgrade project, pipeline isolation and pressure testing should be conducted to assess pipeline integrity.

The existing pipelines connecting TF1 & TF2 will be reconfigured with valves and new piping as required to allow transfer of YFSD fuel stored in Tank farm TF2 to the schools existing fuel systems.

The airstrip fuel fill header will be replaced with a new, dual product header system including the installation of a new steel isolation valves, check valves, strainers, a pipe support system, and code compliant drip basin.

Fuel Transfer, Handling, & Dispensing Upgrades:

A new diesel hose reel, meter, pump cabinet, and piping will be installed adjacent to TF2 to facilitate BVC transfers of diesel from the tank farm to equipment and the BVC fuel trailer. Subject to available funding, a new 700 LF pipeline should be installed between TF #2 and the power plant intermediate tank to allow for remote filling of the power plant tank.

A new 1,500 gallon gasoline Fireguard® dispensing tank with integral dispenser will be provided and installed adjacent to TF 2 for BVC retail gasoline sales. The new dispensing tank would be filled via a new, dedicated gasoline fill pipeline and fill header at the airport. Customers would contact the fuel system attendant at the BVC office during set hours, the attendant and customer would proceed to the dispenser and complete the transfer.

Electrical Upgrades:

Existing electrical systems at the tank farm are minimal. Proposed electrical upgrades at TF2 include powering the new fuel transfer pumps and the retail gasoline dispenser and installation of area lighting.

Training, Maintenance & Regulatory Document Improvements:

To improve & supplement bulk fuel facility training and maintenance, the Village of Beaver could receive support through AEA or from the Rural Alaska Fuel Services (RAFS), which is a not-for-profit corporation that was developed to assist in the operation and maintenance of rural Alaska bulk fuel facilities. The following services would be beneficial for improving training and maintenance of fuel facilities including:

1. Facility operations and maintenance training
2. Assistance to local TF owners in preparing operations and maintenance manuals (O&M)
3. Assistance to local TF owners in preparing spill prevention and emergency action plans
4. Assistance to local fuel operators in establishing and maintaining facility records
5. Assistance to local fuel operators in establishing and maintaining regular testing and inspection protocols
6. Assistance to local fuel operators in establishing and maintaining facility security

The project will prepare an O&M manual as well as update required regulatory documents.

Summary of Proposed Upgrades:

A summary of the Upgrade Options covered in this memo are provided below:

- A. Decommission Tank Farm TF-1 (BVC & YFSD Tank Farm):
 1. Decommission 6 YFSD vertical tanks
 2. Decommission 3 BVC vertical tanks
 3. Remove and dispose of tanks (additive alternate)
 4. Does not include soil remediation
- B. Upgrades to Tank Farm TF-2 (Convert to combined BVC & YFSD Facility):
 1. Recoat three 10,000 gallon Horizontal Tanks (additive alternate)
 2. New Tank appurtenances
 3. Brush/grass clearing & Repair Fencing
 4. Replace manifold piping within diked area
 5. Electrical upgrades (power, pump controls, lighting)
- C. Header and Pipeline upgrades:
 1. Install new, dual product airport header.
 2. Install new 2-inch diameter x 500-ft long gasoline fill pipeline
 3. Install new 2-inch diameter x 700-ft long pipeline from TF2 to existing power plant tank
 4. Upgrade exiting 250 LF pipeline segment between TF2 and TF1 for YFSD use
 5. Pressure test all existing pipelines to remain in service
- D. Diesel Bulk Transfer System
 1. Install new pump cabinet and controls at TF 2.
 2. Install new hose reel enclosure adjacent to tank farm TF 2
- E. Gasoline Retail Dispensing Improvements:

1. Install new 1,500-gallon protected dispensing tank with integral retail dispenser adjacent to
 - a. TF 2
 - b. Connect dispenser to power and to new gasoline fill pipeline from airport

F. Spill Response & Rag Docs.

1. Furnish all required Spill Response Equipment and store in connex van adjacent to TF 2
2. Provide all required Regulatory Documents & O&M Manual.

Chalkyitsik Alaska:

There are two bulk fuel storage facilities in the Village of Chalkyitsik eligible for assistance under AEAs bulk fuel upgrades program. All fuel in the community is currently delivered via air tanker. The fuel storage tanks and equipment at Tank Farm 1 (TF1) and Tank Farm 2 (TF2) are reportedly 30-50 years old.

Tank Farm 1 – School and CVC

TF1 is owned and operated jointly by the Chalkyitsik School and the CVC; the facility includes 10 Aboveground Storage Tanks (ASTs) within a lined, earthen containment dike. The liner has visible tears and is not liquid tight according to the tank farm operator. The combined capacity of the facility is approximately 68,100 gallons. TF1 is located near the airstrip (adjacent to the CVC power plant and school site). The tanks are filled via aircraft using a 3-inch diameter by 350 LF, welded steel pipeline that connects to the airport fuel header. The airport fuel header consists of a flanged steel gate valve and check valve as well as a drip pan. A pipe manifold system within the diked area distributes fuel to each tank. There is no fencing around the facility.

The school owns seven tanks at the facility (six single wall, vertical, ASTs (tanks 1-6) and 1 single wall, horizontal AST (Tank 7)).

The CVC owns 3 horizontal ASTs at the facility (Tanks 8-10) that store diesel fuel for community power generation and retail sales. The CVC operates a fuel truck for distribution / delivery of home heating fuel.

All tanks are supported on a timber mat consisting of 4x12 timbers laid directly on the ground. Further, all tanks are equipped with normal vents, 18-inch manholes, and bottom mounted, threaded, fill/draw and water draw connections. None of the tanks are equipped with emergency vents.

Tank manifold piping in the diked portion of this facility is 2.5-inch and 3-inch welded steel pipe with flanged steel gate valves, check valves and flex connectors. There are no pressure relief valves. A 2-inch welded steel pipeline runs approximately 200-feet, mostly below grade, from the school tank manifold to the school's boiler building, where a fuel transfer pump distributes fuel to multiple interior day tanks. A 2.5-inch welded steel pipeline runs from the CVC tank manifold approximately 200-feet to the power plant, mostly below grade..

Tank Farm 2 – CNC Gasoline Retail Sales

TF2 is located adjacent to the village store and consists of one 5,000 gallon single wall, horizontal, skid mounted, welded steel AST resting directly on the ground. The facility is owned and operated by CNC and is used for retail gasoline sales. The facility is filled by the CNC fuel truck which transports gasoline directly from the air tanker. The tank has a normal vent, but no emergency vent or manhole. There is a threaded, top mounted fuel withdrawal connection and a threaded, bottom mounted fill connection. The tank is connected to a dispensing pump through unsupported 1.5-inch welded steel, flanged pipe. The pipe runs from the top mounted fuel withdrawal connection to the ground adjacent to the dispensing pump, where it drops below grade. Pipe manifold valves include a threaded bronze gate valve and a pressure relief valve. Power is supplied by direct bury cable routed from the store. The dispenser is less than 20' from the tank and there is no fencing or traffic protection for the tank or the dispenser. There is currently no secondary containment, security fencing, or lighting at the facility.

Tank Farm 4 (Out of Service)

TF4 is located at the airstrip and was formally operated by CNC to store diesel for retail heating fuel sales. The facility consists of three horizontal ASTs ranging in size from 2,000 – 5,200 gallons. Fuel was transferred into the tanks directly from the air tanker and then later sold directly from the CNC tanker truck. The three tanks have been moved off the airstrip apron into the adjacent wooded area. CNC no longer sells diesel fuel. Instead diesel is sold by CVC out of TF1 utilizing the CNC fuel truck.

Fuel Use & Delivery

Chalkyitsik receives fuel by aircraft as regional fuel barges are no longer serving the community. Delivery volumes by aircraft are reportedly 3,200 gallons (AAF planes) or 4,650 (Everts Air Cargo (EAC) planes). Delivery of fuel by air has the benefit of year round availability which reduces community storage capacity requirements (versus communities subject to seasonal barge deliveries). The CVC, CNC and YFSD have acknowledged this and understand that reducing fuel storage will reduce overall maintenance and operating costs.

Reportedly, the average annual consumption of diesel and gasoline in the community is 48,800 gallons and 8,100 gallons respectively. According to Everts Air Cargo (EAC), diesel #1/heating oil and gasoline are delivered once or twice per month. Quantities delivered generally range from 1,000 gallons to 6,000 gallons. Occasionally the YFSD will receive larger quantities (up to 18,000 gallons within a single month) due to funding considerations.

TF 1 – Tank Farm Capacity Reduction:

Considering historical fuel use records and the method and frequency of fuel delivery, TF1 has an excess of fuel storage capacity. CVC has three ASTs with a total capacity of 29,400 gallons. The YFSD operates six ASTs (three each at 4,900 & 6,200 gallons) with a total capacity of 33,300 gallons. Based on past performance in other rural Alaskan communities and visually observed condition, the three skid mounted horizontal tanks operated by the CVC are likely to have a longer remaining serviceable life than the vertical tanks operated by the YFSD. The CVC is able to meet current and future fuel demands for power generation and retail heating sales utilizing only 2 of the three horizontal tanks. The YFSD could decommission all six vertical tanks currently in use and utilize the remaining 9,800 gallon horizontal tank for their heating fuel needs. If the YFSD prefers to maintain additional capacity, up to three of the existing vertical tanks could remain in service.

These capacity reductions would significantly decrease the overall bulk fuel facility operation and maintenance costs for each entity.

TF 1 – Secondary Containment & Security Fencing

TF1 is equipped with a lined earthen containment system however the liner is damaged and is no longer liquid tight. A new secondary containment system (earthen berms and liner) could be installed to reduce the risk of off-site migration of fuel in the event of a release at the facility. Secondary containment materials would consist of gravel berms, engineered membrane impermeable liner, non-woven geotextile fabric, and a sump/pump. To install the new secondary containment system the existing tanks would be drained and temporarily relocated. A lined gravel containment berm would be constructed in accordance with IFC requirements. Gravel is reportedly available at a pit located east of the village on land owned by the CNC.

The liner system would consist of an engineered membrane liner sandwiched between layers of non-woven geotextile, and covered with 6" minimum gravel topping. A sump would be installed in one corner of the containment area for storm water management.

An 8-foot tall chain-link fence with access gates would be installed around the perimeter to protect the containment and equipment inside.

TF 1 – Tank Painting:

TF1 tanks are in relatively good condition but do exhibit moderate surface corrosion and would benefit from re-coating. Surface preparation would be performed in accordance with the Society for Protective Coatings (SSPC) surface preparation standard SSPC-SP3 Power Tool Cleaning to remove all loose rust and paint. Primer and top coats would be selected by the engineer and applied in accordance with the manufacturers written instructions. Recoating the tanks could be considered as an additive alternate based on available funding.

TF 1 – Tank Appurtenances, Fuel Pipeline & Header Repair/Replacement:

TF1 tank appurtenances should be replaced or upgraded to the greatest extent possible without modifying the tanks. Improvements would include normal whistle vacuum vents, fire-safe steel ball valves, water draws, and clock-type level gauges.

Fuel is conveyed from the airport header to TF1 via a buried steel pipeline. The fuel pipeline and header system configuration is described in the Situation & Needs Section above. The age of the buried fuel pipeline is estimated to be at least 25 years and could be as much as 40 years old or more. The condition of the buried pipelines is unknown. As part of the upgrade project, pipeline isolation and pressure testing should be conducted to assess pipeline integrity. If the pipeline fails a pressure test, it should be replaced.

The airport fuel header should be replaced (new piping and support system, new isolation and check valves and strainer, and a new containment basin with cover, etc).

TF 4 – Tank Decommissioning:

If funding allows, the three out-of-service horizontal tanks located adjacent to the airstrip apron should be taken out of service and disposed of.

Fuel Transfer, Handling, & Dispensing Upgrades:**TF 1 – New CVC Diesel Bulk Transfer System:**

The CVC is currently the only entity in the community offering sales of heating fuel. The bulk fuel transfer system located at TF1 is cumbersome to operate and has many code deficiencies. A new diesel hose reel, meter, pump, and piping will be installed adjacent to TF1 to facilitate CVC transfers of diesel from the tank farm to equipment and the CNC fuel truck for commercial and retail deliveries of diesel fuel.

TF 2 – New CNC Retail Gasoline Dispensing System

The CNC is currently the only entity in the community offering retail sales of gasoline. The current system has many code deficiencies and should be removed from service. A new 1,500 gallon gasoline Fireguard® tank with skid mounted dispenser will be provided and installed adjacent to the CNC store replacing the existing system located at the same site.

Electrical Upgrades:

Existing electrical systems at the tank farm are minimal. Proposed electrical upgrades at TF1 include powering the new CVC bulk diesel fuel transfer pump system. Area lighting will be considered if funding permits. The new retail gasoline dispenser, pump, and point of sale system will require reconnection to the CNC store.

Training, Maintenance & Regulatory Document Improvements:

To improve & supplement bulk fuel facility training and maintenance, the Village of Chalkyitsik could receive support through AEA or from the Rural Alaska Fuel Services (RAFS), which is a not-for-profit corporation that was developed to assist in the operation and maintenance of rural Alaska bulk fuel facilities. The following services would be beneficial for improving training and maintenance of fuel facilities including:

- Facility operations and maintenance training
- Assistance to local TF owners in preparing operations and maintenance manuals (O&M)
- Assistance to local TF owners in preparing spill prevention and emergency action plans
- Assistance to local fuel operators in establishing and maintaining facility records

Assistance to local fuel operators in establishing and maintaining regular testing and inspection protocols

- Assistance to local fuel operators in establishing and maintaining facility security

The project will prepare an O&M manual as well as update required regulatory documents.

Summary of Upgrade Options:

A summary of the Upgrade Options covered in this memo are provided below:

- A. Tank Farm TF1 Improvements (CVC & YFSD Tank Farm):
 1. Decommission & dispose of 3 YFSD vertical tanks & 1 horizontal tank
 2. Temporarily relocate tanks and fuel
 3. Construct new containment area
 4. Prepare and coat remaining tanks
 5. Replace existing tank appurtenances as required
 6. Reinstall tanks & piping
 7. Install new fencing
 8. Area Lighting
- B. Fuel Pipelines & Header Repair/Replacement:
 1. Pipeline pressure testing
 2. Airport fuel header upgrades
- C. Diesel Bulk Transfer System Upgrades
 1. CVC Diesel pump, meter & hose reel in enclosure adjacent to tank farm TF 1
 2. Replaces ageing, non-code compliant diesel transfer pump system
- D. Tank Farm TF2 Improvements:
 1. Protected 1,500 gallon retail gasoline tank
 2. Mechanical dispenser & controls
 3. Decommission and dispose of existing retail gasoline dispensing system with numerous code issues
 4. Area Lighting
- E. TF 4 Tank Decommissioning:
 1. Clean and dispose of three horizontal ASTs
- F. Spill Response & Reg Docs.
 1. Spill Response Equipment
 2. Regulatory Documents & O&M Manual

SEC. 1.04 PROJECT FUNDING

Source(s) of funding for this CMGC contract includes State, and Denali Commission.

SEC. 1.05 PROJECT COORDINATION

A. Routine Working Contact

The routine working contact will be between the AEA, Design Consultant, and CM staff. AEA will have a Construction Manager that will work closely with the CM Project Manager.

B. Project Manager Correspondence/Communication Requirements

Project Managers are expected to communicate relevant contacts, coordination efforts, conversations, and emails where important Project information is discussed.

C. Coordination

1. The Contractor shall partner with the Design Consultant or AEA Management Team as part of the design team.

The following groups will be part of a partnership for the Project and will be required to coordinate with each other:

- a. Selected Project Design and Construction Consultant and any Subconsultants
- b. Selected Project CMGC Contractor and any Subcontractors
- c. Project Document Controls Team
- d. Other Contractors
- e. Stakeholders or Stakeholder Groups

The AEA Project Management Team shall be included in all communication and coordination efforts.

SEC. 1.06 FIXED LIMIT OF CONSTRUCTION COST

The fixed limit of construction cost is the estimated portion of the project budget allocated for the construction phase of the project that includes all construction contract amounts for all construction packages for the project. Each construction contract amount includes the total actual price of construction, the CMGC Fixed Fee applied to each construction item and all Contractor indirect, force accounts, and risk pools that are associated with the construction of all elements of the work designed or specified by the Design Consultant.

The CMGC Fixed Fee is defined in Section 2.09. The Fixed limit of Construction Cost for this project to be paid to the Contractor is up to \$860,000.00. The projected funding timing and source may change which may lead to multiple CAPs.

SEC. 1.07 PROJECT CONSTRUCTION SCHEDULE - MILESTONES

A. Project milestones are shown below:

1. Packaged Dispenser Procurement – 12/20/2020
2. Final Design & Cost Estimate 2/1/2021
3. Substantial Completion 11/1/2021

The Contractor must work and communicate with Project stakeholders before and during construction.

Notable construction constraints to be considered for the Project:

- B. Barge service to both Beaver and Chalkyitsik is limited, but available through Fort Yukon Barge.

Upon construction contract award, the Contractor will create a construction Baseline Schedule for the Project based on the most current documents available with input from AEA and the Design Consultant.

SEC. 1.08 SPECIFICATIONS

See Attachment D - Concept Design Drawings

SEC. 1.09 OWNERSHIP OF THE DOCUMENTS

All tracings, bids, plans, manuscripts, specifications, data, maps, etc., prepared by or obtained by the Contractor as a result of working on this contract shall be delivered to and become the property of AEA.

SEC. 1.10 REQUIRED AVAILABILITY OF KEY PERSONNEL

Listed key personnel in the Project Management Team/ Capability of the Offeror section of the Proposal constitutes an agreement by the Offeror to make the personnel available to complete work on the contract at whatever level the Project required. Modifications to the Offeror's Team or Key Individuals and other personnel listed in the Offeror's Project Management Team shall be approved by AEA. If a Key Person is to leave the team, resumes for a minimum of three replacement candidates must be provided to the AEA PM for review and selection; AEA reserves the right to interview the replacement candidate (s)

In order to secure AEA's approval prior to the award of the contract, a written request shall be forwarded to the AEA Project Manager. The request shall include: a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior written AEA approval from the AEA Project Manager.

SEC. 1.11 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) PRIOR MINIMUM EXPERIENCE

All Offeror's interested in responding to this request must complete section 2.02

(b) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(c) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the Authority reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(d) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the Authority's request.

(e) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Executive Director of Alaska Energy Authority reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Executive Director's determination regarding any questions of conflict of interest shall be final.

(f) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

(g) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT***Bid Bond***

Offerors must obtain a bid bond and submit it with the proposal. The amount of the bid bond for this contract is 5% of the amount bid. If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a

fully executed contract after negotiation, the bid bond will be immediately forfeited to the Authority. The time limit for negotiation or delivery of a contract is 14-days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

Performance Bond

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with the proposal. The amount of the performance bond must be equal to the entire dollar value of an offeror's offer, for the full term of the contract. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Authority within 30-days of the date of award of the contract. An offeror's failure to provide the performance bond, within the required time, will cause the Authority to reject the proposal or cancel the contract.

Payment Bond

Offerors must obtain a letter of commitment for a payment bond from a bonding company and submit it with the proposal. The amount of the payment bond must be equal to the entire dollar value of an offeror's offer, for the full term of the contract. If the contractor fails to satisfactorily perform the contract, the bonding company that provided the payment bond will be required to obtain timely payment of the contract. The actual payment bond must be obtained from the bonding company and provided to the Authority within 30-days of the date of construction award of the contract. An offeror's failure to provide the payment bond, within the required time, will cause the Authority to reject the proposal or cancel the contract.

SEC. 1.12 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.13 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SEC. 1.14 COMPENSATION FOR CMGC PRECONSTRUCTION SERVICES

The selected Offeror for services will be paid a total lump sum for CMGC services during the Preconstruction Phase for the Project. Monthly payments will be paid per invoice as work progresses based on percent of preconstruction completion with agreement of the AEA PM. Scope for these services is outlined in this RFP and includes but is not limited to deliverables, innovations, meetings, scheduling, cost estimating and risk registers.

If additional services are requested by AEA, additional fee could be negotiated to minimize Contractor and Owner risk, including but not limited to geotechnical investigations, survey, test sections, etc.

SEC. 1.15 EXPLANATION OF CONSTRUCTION AGREED PRICE (CAP)

The CAP is the amount that will be incorporated into the standard GC Construction Project Contract for Construction Services.

The CAP is the sum of the direct Cost of Construction and the CMGC Fixed Fee(see Section 2.09 below) for a specific construction package. AEA and the selected Contractor will refine the Cost Model, consisting of bid items, quantities, risks and assumptions for the construction package, through a series of Cost Model meetings.

The selected Contractor will propose a CAP, AEA and the selected Contractor will negotiate the direct Cost of Construction for that package to agree on a final CAP. Payment for the construction of the Project will be based on a Schedule of Bid items.

AEA anticipates requesting CAP proposals when both the Contractor and AEA agree the design has progressed to the appropriate level, typically at 95%. The Contractor shall submit CAP proposals once a CAP has been successfully negotiated.

Multiple CAPs may be developed and negotiated during the design and construction phases of this Project. AEA reserves the right not to award any part(s) or all of the Construction Services, and bid/award some or all of the construction work separately.

The selected Contractor shall deliver to AEA a proposed CAP and CAP Supporting Documents at any appropriate milestones identified at the Project Scoping Workshop for an appropriate LLTP or construction phase.

Except for approved change orders, agreed overrun items and agreed upon risk pool items approved by AEA, a CAP will not be increased. The Contractor assumes all risk with performance of the bid items, including management of its subcontractors, suppliers, and any associated cost impacts over and above a CAP not listed as overrun items in the construction specifications or agreed to as risk pool items in the executed Risk Register.

A CAP proposal can be offered and negotiated three times. After the third and final attempt at a CAP negotiation, AEA reserves the right to prepare the plans, specifications, and estimate package for advertisement. The CM services contractor will not be allowed to bid.

The Contractor will be expected to develop a baseline cost where risk will then be quantified, assigned and identified to determine an appropriate risk pool. AEA will then review and accept the risk and shared risk contingency pools with the Contractor during the preconstruction phase that, if adopted, would be incorporated into a negotiated CAP. The purpose of the contingency risk-sharing pool is to develop a budget for items foreseen at the time of negotiating a CAP, but not detailed enough for itemized pricing. Any and all items fitting this category will be identified separately in a CAP and will be monitored for progress and cost. The actual process will be negotiated as part of the CMGC construction contract. If the risk is not realized, and the team is performing well, the risk pool may be repurposed to add scope (possibly in another package) to the Project, not to exceed the Fixed Limit of Construction.

In developing this shared risk contingency pool, AEA may agree to share cost savings in construction (not attributed to any reduction in the scope of work or reduction in operating performance for the corridor)

that may occur after AEA negotiates a CAP with the Contractor and as agreed to in the executed Project Risk Register.

SEC. 1.16 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the contracting officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.17 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the contracting officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The contracting officer will make that decision. **No further question will be allowed after November 4, 2020, at 1:30 pm Alaska prevailing time.**

CONTRACTING OFFICER: Lois Lemus – PHONE 907-771-3909 - FAX 907-771-3044

SEC. 1.18 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the contracting officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.19 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Authority 's request in accordance with 2 AAC 12.290.

SEC. 1.20 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to those who have registered with the AEA website at <http://www.aideaaeaprocurement.org/>.

SEC. 1.21 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The Authority may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Authority to terminate the contract. In this event, the Authority may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 1.22 DELAY DAMAGES

Unless CONTRACTOR notifies the Authority in writing or email no less than FIVE (5) calendar days in advance of a deliverable deadline that the deliverable may be delayed, delay damages may be incurred by the CONTRACTOR for each calendar day that the CONTRACTOR does not meet the deliverable deadlines in the current approved project schedule. The project schedule may be modified at any time as agreed upon in writing or email by the CONTRACTOR and the Project Manager. In no case shall the agreed upon schedule end date exceed the end date of the current contract completion date without first amending the contract.

Delay Damages

Days Late	Delay Damages per Day
1 to 7 days	\$200.00
8 to 14 days	\$300.00
15 to 21 days	\$400.00
21 days plus	\$500.00

*NTE Not to Exceed \$10,000.00

These are delay damages and not penalties. These charges shall reimburse the Authority for additional expenses incurred due to CONTRACTOR’S failure to complete the work within the time specified. Allowing the CONTRACTOR to continue and finish the work or any part of it after the scheduled date has passed does not waive the Authority’s rights to collect delay damages. Delay damages collection shall be in the form of payment withheld from the associated contract. If no money is due the CONTRACTOR, the Authority may recover these sums from the CONTRACTOR, from the performance/payment bond, or from both. The Construction scope of work, schedule, and budget shall not be changed as the result of the collection of delay damages by the Authority. Notwithstanding anything to the contrary herein, CONTRACTOR shall incur no delay damages if the delay is caused to any extent by the Authority or by events or parties outside of CONTRACTOR’S reasonable control.

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with delay damages or actual damages because of delays to the schedule or completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the AUTHORITY in its contractual capacity, acts of another contractor in the performance of a contract with the AUTHORITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure labor because of priority, allocation or other regulations of any governmental authorities, and delays of Subcontractors (not a responsible charge of the CONTRACTOR). Any delay other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Project Manager in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

SEC. 1.23 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per 3 AAC 109.540.

The contractor will not commence additional work until the project director has secured any required Authority approvals necessary for the amendment and issued a written contract amendment, approved by the Executive Director of Alaska Energy Authority or the Director's designee.

SEC. 1.24 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Authority. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

SEC. 1.25 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Authority may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Authority 's termination rights under the contract provisions of Appendix A, attached in Sample Contract.

SECTION 2. CMGC PROPOSAL REQUIREMENTS AND INSTRUCTIONS

SEC. 2.01 PROPOSAL GENERAL INFORMATION

This RFP is a two-phase procurement that includes a Statement of Interest/Proposal, a short listing of firms by a Selection Panel, and an optional oral interview. AEA intends to shortlist up to three Offerors. More Offerors may be shortlisted, at the discretion of the Project Manager if the preliminary results warrant. The short listed Offerors will be required to submit a CMGC Management Price Proposal (see Section 2.09).

Potential Offerors interested in submitting Proposal packages to AEA are requested to submit one package that is inclusive of pre-construction CM services, with the option of performing as GC if AEA is successful in negotiating a construction CAP proposals. AEA shall make a selection on a best value basis in accordance with the evaluation criteria set forth in **Section 3 Proposal Content and Evaluation Criteria**.

All respondents accept the conditions of this RFP, including, but not limited to, the following:

- A. Multiple proposals from a single Offeror will not be considered.
- B. No reimbursement will be made by AEA for any costs related to the preparation of the Proposal, required documentation, interviews, presentations, discussions, the selection process, the contract negotiation process, and/or any related activities. These costs are the sole responsibility of the Offeror or Joint Venture.
- C. The Offeror will include a full disclosure of all potential organizational conflicts of interest as outlined in Section 1.13.
- D. No late proposals will be accepted for this Project. Any proposal received by AEA after the time specified in Section 2.03 shall be considered late and shall be returned unopened to the Offeror.
- E. The Offeror agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the Authority in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the Authority to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the Authority with written notice of the requested disclosure (to the extent such notice to the Authority is permitted by applicable law) and giving the Authority opportunity to review the request. If the contractor receives no objection from the Authority, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the Authority within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the Authority, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

F. AEA reserves the right to reject any or all proposals. Proposals that do not meet the Minimum Proposal Requirements listed in Section 2.02 will be rejected as non-responsive.

G. The unsuccessful Offerors may elect to participate in a debriefing when the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

H. The selected Offeror will be contracted for design services and may be considered to be contracted for construction services for this Project. The selected Contractor is not guaranteed to receive a Notice to Proceed to perform construction work if services are terminated at the completion of the preconstruction phase due to lack of construction funding or failure to reach a CAP.

I. If AEA and the selected Offeror fail to reach a CAP and AEA chooses to advertise this Project for bids, the selected Contractor will not be permitted to submit a bid.

SEC. 2.02 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

A. Attended mandatory Pre-Proposal meeting as defined in Section 2.4

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

SEC. 2.03 RFP SCHEDULE

The RFP schedule set out herein represents the Authority's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP **October 23, 2020** ,
- Submittal of Letters of Interest **October 27, 2020**,
- Mandatory Pre-proposal conference on **October 29, 2020**,
- Deadline for Questions **November 4, 2020**,

Short List Phase

- Deadline for Receipt of Proposals **November 12, 2020**,
- Short Listing Selection Panel Meeting **November 17,2020**,
- Short Listing Notification **November 19,2020**,

Selection Phase

- Oral interview (if necessary) **November 24, 2020**,
- CMGC Fixed Fee Proposals Submitted **November 25, 2020**,
- AEA Selection Approval
- Alaska Energy Authority issues Notice of Intent to Award a Contract **November 27,2020**,
- Alaska Energy Authority issues contract **December 2, 2020**,
- Contract start **December 2, 2020**.

This RFP does not, by itself, obligate the Authority. The Authority 's obligation will commence when the contract is approved by the Executive Director of Alaska Energy Authority, or the Executive Director's designee. Upon written notice to the contractor, the Authority may set a different starting date for the contract. The Authority will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

SEC. 2.04 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal meeting is scheduled for October 29, 2020, 10:00 am. This is a mandatory pre-proposal conference. All potential Offerors must email me llemus@aidea.org your anticipation to attend. Failure to send an email may be considered non-responsive and their proposal may be rejected. Do to the COVID-19 the pre-proposal meeting will be conducted telephonically. Potential Offerors may attend telephonically by calling 1-888-585-9008, when prompted enter 508-917-314#. If calling in, please be respectful of other callers and call from a phone that can be muted so as to cancel out background noise and the possibility of feedback. Contact the Contracting Officer, Lois Lemus, at (907) 771-3909 for more information.

SEC. 2.05 PROTEST

3 AAC 109.580 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting officer at least ten days prior to the deadline for receipt of proposals.

3 AAC 109.580 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The contracting officer will issue a written response to the protest. The response will set out the contracting officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the contracting officer, appeals, and hearings, will be conducted in accordance with 3 AAC 109.570, Applicability of procurement protest and appeal procedures.

SEC. 2.06 AWARD OF CONTRACT

AEA intends to evaluate, select, and award one CM contract to the top ranked Offeror based on a Best Value Selection. The selected CM will be awarded a contract for Pre-Construction CM Services.

Numerical Ranking and selection of the most qualified Offerors is detailed in **Appendix B**.

Award and contract will be contingent on availability of proposed Key Personnel and subcontractors.

Upon successful negotiation of the CAP, AEA Construction Contract will be drafted, signed, and executed.

All negotiations shall be open book. AEA shall have access to all CAP proposal documents, quotations, takeoffs, and other construction cost estimates, including those for subcontractors, during negotiations. Issuance of the Construction Contract will be subject to the Offeror posting 100% performance and payment bonds and being compliant with AEA procurement policies. The CMGC Contractor will competitively procure and award subcontractors in accordance with their proposed subcontracting plan, as described in Section 2 and Section 3 of this RFP.

SEC. 2.07 PROPOSAL SUBMITTAL - STEP 1

Respondent must comply with the following items. Should it be judged to be in the best interest of AEA, AEA retains the right to waive any minor irregularity or requirement. **(Please note that the primary focus of this evaluation will be the firm(s)'s capabilities).**

- A. Deliver **six (6)** hard copies along with **one (1)** electronic copy PDF file on a flash drive of the Proposal to the contracting officer in a sealed package. Delivered in the Bid Box at the front of the office building. The sealed proposal package(s) must be addressed as follows:

Alaska Energy Authority

Attention: Lois Lemus

Request for Proposal (RFP) Number: **21012**

RFP Title: **Beaver and Chalkyitsik Bulk Fuel System Upgrades Construction Manager/General Contractor (CM/GC)**

813 West Northern Lights Blvd.

Anchorage, AK 99503

If using U.S. mail, please use the following address:

813 West Northern Lights Blvd.

Anchorage, AK 99503

- B. Proposal Format:

1. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence of the **Evaluation Form B-1** from **Appendix B**. Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
2. All submittals shall use minimum font size of 11 Times New Roman and minimum font size of 10 Times New Roman on charts, graphs, and figures.
3. Cover or Introductory Letter (1-page limit - 8-1/2 x 11 paper)
4. Proposal Section (10-page limit, 8-1/2 x 11 paper, and up to 3 of the 10 pages can be on 11x17 paper)

5. An Optional Section (5-page limit, 8-1/2 x 11 or 11 x 17 paper)
 6. The Commendation Section for awards or letters of recommendations from past clients (5-page limit – 8-1/2 x 11 paper)
 7. Appendix Section (10-page limit, and up to 5 of the 10 pages can be on 11x17 paper)
- C. In AEA's continued environmental efforts in "Going Green," Offerors are encouraged to submit their Proposal using a 2-sided format, rather than using only one side.
 - D. Submittals shall be evaluated in accordance with criteria as indicated in **Section 3.02** and ranked on the corresponding evaluation form in **Appendix B**.
 - E. Responses to all items shall be complete; Offerors are encouraged to cross- reference to other sections of their proposal where applicable.
 - F. All references shall be current and relevant.
 - G. The Optional Section may include supplemental materials for risk assessments, cost model examples, processes, and additional photos, exhibits, or schedules.
 - H. An appendix section will be included in the proposal. This section will include resumes, Surety Letters, and evidence of insurability. Resumes and references for team members should be limited up to the key personnel of the Offeror's team.
 - I. Tabs, covers, and tables of content pages DO NOT count against the page count. Binding of Proposals is up to the Offeror.

SEC. 2.08 ORAL INTERVIEWS – STEP 2

A. Short List

From the submittals received, a short list of qualified respondents shall be identified using the scoring indicated on the enclosed **CMGC Proposal Evaluation Form B-1**. Firms failing to meet the minimum required qualifications will not receive further consideration.

B. Oral Interview

Optional Oral Interviews may be conducted for the short listed firms only. Interview times and location will be arranged by AEA and all short listed firms will be notified in advance. Oral Interviews will be evaluated on the enclosed **CMGC Oral Interview Evaluation Form B-2**.

SEC. 2.09 SEALED CMGC FIXED FEE– STEP 3

Sealed CMGC Fixed Fee Proposals will not be submitted with the initial proposal but are required to be submitted after the oral Interviews by short list Offerors using **Form B-3** in **Appendix B** and the forms in **Appendix C**. In the event that AEA does not elect to conduct Oral Interviews, the short listed Offerors shall be required to submit a sealed CMGC Management Price Proposal on **November 25, 2020** that will be evaluated based on criteria in **Section 3.4**.

Only one copy of Form B-3, Appendix C-1 and Appendix C-2 is required on the scheduled submission date. The CMGC Fixed Fee Proposal will remain sealed until after the qualitative scoring and will then be opened after the Oral Interview (if necessary). The **CMGC Fixed Fee Proposal** will be scored in a blind evaluation, separate from the technical proposal and Oral Interview.

The **CMGC Fixed Fee proposals** shall include a summary of information used in establishing the CMGC Fixed Fee. The evaluation criteria for the CMGC Fixed Fee Proposal can be found in **Section 3.4**. Other indirect and non-reimbursable costs outlined in **Appendix C-1** must be integrated into the **CMGC Fixed Fee Proposal** narrative.

The CMGC Fixed Fee shall include all profit and indirect costs as defined in **Appendix C-1**. Summaries must include the items in **Appendix C-1**.

CMGC Fixed Fee Proposal Format:

- A. Submittals shall be formatted and tabbed in the exact form and alphanumeric sequence to include the following:
 1. CMGC Fixed Fee Proposal Form B-3, C-1 and C-2 (three pages - Appendix B, Appendix C-1 and Appendix C-2)
 2. CMGC Fixed Fee Summary Information (two page limit – summary page)Paper must be 8 1/2 X 11 paper, and all submittals shall use a minimum font size of 11 Times Roman.
- B. In AEA's continued environmental efforts in "Going Green," Contractors are encouraged to submit their CMGC Fixed Fee Proposal using a two-sided format, rather than using only one side.
- C. CMGC Fixed Fee Proposal Form B-3 from Appendix B, Form C-1 and Form C-2 must be filled out in its entirety.
- D. All content, as required in **Section 3.4**, must be integrated into a narrative and into sheets as instructed. These items can be found on the Construction General Conditions in **Appendix D**.

SECTION 3. PROPOSAL CONTENT AND EVALUATION CRITERIA

SEC. 3.01 METHOD OF SELECTION AND AWARD

The Selection Panel may complete a short list evaluation on the Offeror submitted Proposal package based on criteria in **Section 3.02**. A minimum of three short listed Offerors may be invited to Oral Interview meetings with the Selection Panel and further evaluated based on criteria in **Section 3.3**. In the event that AEA does not elect to conduct Oral Interviews, the short listed Offerors shall be required to submit a sealed CMGC Management Price Proposal on **November 25, 2020** that will be evaluated based on criteria in **Section 3.4**. The Offeror shall deliver **six (6)** hard copies along with **one (1)** electronic copy PDF file on a flash drive of the CMGC Management Price Proposal per Section 2.07

Numerical ranking and selection of the most qualified Offeror will occur on the corresponding evaluation forms in **Appendix B**. Each separate section will be ranked with a maximum score as shown in **Appendix B**.

Award and contract will be contingent on availability of Key Personnel and subcontractors.

SEC. 3.02 EVALUATION CRITERIA FOR PROPOSALS (70 POINTS POSSIBLE)

Proposal Evaluation Criteria

*Note that the primary focus of the evaluation will be the firm(s)'s capabilities.

A. Proposal Section

1. **Project Management Team (15 Points)**

i. Composition and Commitment of the Project Management Team

- a. Provide a description of the composition of your Project Management Team. If your team is a Joint Venture or association, indicate specific responsibilities of each member and firm of the team.

ii. Qualifications and Experience/Job Descriptions and Responsibilities

- a. Provide, identify and discuss the qualifications of the Key Personnel. Include the following for each member of the Offeror's team:
 1. Provide job descriptions, responsibilities, and authority for each team member.
 2. Provide a list of the concurrent projects, responsibilities, and commitments during the duration of the Project.
 3. Qualifications and past construction experience relevant to this Project, in addition to length of time performing those job duties.
 4. Length of time with the firm for each key team member and in length of time for overall experience pertinent to the scope.
 5. Experience on similar projects working with other proposed team members.

6. Provide resumes and two current references for the Key Personnel in an appendix to the Proposal. References will be considered current if the party's name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of proposal due date.

iii. Tier I - III

One staff member should comprise the Project Manager role as a Key Person for the Project, and should have the following Tier I skills, experience, and knowledge:

1. Tier I:

a. Project Manager

- This person serves as overall PM for the CM services and construction services and will be the main point of communication to the Project team.
- This person shall remain in this role for the duration of the entire project and is not permitted to fulfill any Tier II or Tier III responsibilities.
- Responsible for managing cost estimates, the Project schedule, Project risk, and Project quality. This person should have a minimum of 10 years of experience managing projects and a history of performing preconstruction input and analysis.
- Anticipated time commitment: 100% throughout the duration of the Project.

Two (2) to six (6) staff members should comprise Key Personnel for the Project, and should include the following Tier II skills, experience, and knowledge:

2. Tier II:

a. Scope Management

- Works with AEA to manage the vision of the Project as a whole by ensuring that scope, decisions, and budget are efficiently implement and consistent in pursuit of the Project goals. Communication, coordination and organizational skills will be critical.
- Should have a minimum of 7 years of industry experience.
- Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-100% throughout the duration of the Project.

b. Constructability Expertise

- Responsible for providing construction expertise and innovation during preconstruction services.
- Should have a minimum of 10 years of industry experience.
- Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 50-75% during construction.

c. Cost Estimation

- Responsible for providing cost estimates and OPCCs during preconstruction services.

- Should have a minimum of 10 years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 25% during construction.
- d. Project Controls
- Responsible for managing cost estimates, the Project schedule, Project risk, and Project quality.
 - Should have a minimum of 10 years of industry experience.
 - Anticipated time commitment: Dependent on the number, size, and complexity of construction packages, this person may be committed 50-75% during preconstruction, and 50- 75% during construction.
- e. Construction Management
- Each construction package will have a designated Construction Manager.
 - The required skill set of the Construction Manager will depend on the complexity, size, and scope of the associated construction package.
 - For purposes of the proposal, only one example Construction Manager should be proposed on the submitted Organization Chart as this position is subject to change.
 - Anticipated time commitment: 50-75% during preconstruction, and 100% during construction.

All Key Personnel are expected to be in attendance at relevant Project meetings. Issues should be resolved at the lowest possible level and therefore, Key personnel are expected to have a level of decision making authority in line with their respective role on the escalation ladder for the Contractor.

Technical Experts will make-up Tier III of the organization structure and should include subcontractors if they are performing major work elements. Technical Experts are expected to attend relevant Project meetings and may be expected to frequently meet with the Project team based on size, number, and complexity of packages. Tier III staff should provide the following skillsets, knowledge, and experience:

- Schedule/Risk Support
- Structural Expertise
- Material Expertise
- Quality Control
- Utilities

Multiple Tier II and III skillsets may be fulfilled by one individual if adequate justification is made in the proposal to define who is fulfilling what role and their qualification.

- a) Provide a separate graphic showing organizational structure chart, complete with specific names, working titles, and subcontractors for the team during the preconstruction phase. Provide an explanation of any variation to the anticipated Key Personnel time commitments stated above.

- b) Identify and explain the need for any additional Key Personnel necessary to the success of the Project.
 - c) Provide a narrative describing succession planning for team stability and planning for any member of the Project team and subcontractors that leaves during design or construction. Plans for Project ramp-up and ramp-down periods should be discussed as well as handling the possible duration of the Project.
- iv. Safety Record and Performance
- a. Provide a narrative of the Offeror’s safety programs, processes, and initiatives that demonstrate a record of safety performance.

2. Contractor Capability (15 Points)

i. Prior Project Experience/Performance/References/Background and Success

Provide a summary of previous experience relevant to the general scope of work for this Project. Provide three or more relevant projects/programs that demonstrate the Offeror’s ability to be successful on this Project. For each listed project or experience please include owner and architect/engineer references and contract information; AEA may at its discretion contact references and/or conduct independent performance analysis on projects on which the firm has worked.

a. Provide at a minimum:

- The project/contract name
- Project delivery method
- Description of services provided
- Overall construction cost of project, as applicable, including initial contract value and change orders, including reasons for change orders
- Description of project schedule performance, including initial schedule, and reasons for schedule change
- Key assigned in-house staff and their level of involvement
- Subcontracts (service) used in the performance of the contract
- Reference(s) for Owner and Design Consultants
- Coordination with stakeholders, if any

All references submitted shall be current for relevant projects. References will be considered current if the party’s name, current position/title, and position/title held at the time for which the recommendation is being sought are provided; telephone numbers must be current as of proposal due date.

3. Strategic Project Approach (20 Points)

Provide your Strategic Project Approach summary for the Project including the following:

Preconstruction Services:

To aid in describing the means and methods that will be used to support the design development and decision-making process, please discuss the following:

- a. Discuss your approach to maximizing AEA’s Project goals.

- b. Discuss your approach to overall Project phasing and individual construction package phasing. Include: recommended construction packages, and specific phasing concerns, etc.
- c. Discuss your approach to reviewing design; providing real-time constructability feedback; ongoing value engineering input as it relates to innovation, resources, packaging, utilities, critical path, etc.
- d. Discuss your approach to the design effort to help to improve quality, reduce errors and omissions, and to achieve the best value in construction.
- e. Discuss how technology will be utilized for quality control, document control, plan review, field quantities tracking, etc.
- f. Describe additional unique resources and capabilities that your company will bring to preconstruction and how these unique resources and capabilities will be beneficial in achieving the Project goals.
- g. Describe your approach to submitting OPCC at required milestones and at CAP.

Construction Services:

In an attempt to describe the means and methods that will be used to support the construction and decision-making process please discuss the following:

- a. Provide a description of the major Project features the Offeror plans to self-perform, including qualifications to do such. Provide your subcontractors for major work and high-risk items.
- b. Discuss your approach and anticipated level of involvement to changes in site conditions, field fitting, and problem solving during active construction; describe the role the Offeror plays within the Project team in situations that require a change in approach and/or a different method of construction.
- c. Explain how the Offeror will be flexible and adaptable in allowing for single or multiple construction packages and CAPs.
- d. Describe your approach to subcontractor management by describing your business process for the below-mentioned items.
 - Discuss how you will enforce procedures and protocols that ensure compliance and quality with Project Plans and Specifications.
 - Discuss how you will ensure your subcontractors are capable and will provide work that is within schedule, high quality workmanship, and adheres to your safety standards.
 - Describe how you deal with subcontractors that are underperforming or not operating in a safe manner.
 - Discuss what mechanisms you will use to solicit best value subcontractors, lock in item costs for CAP and in the event additional work is needed during construction.
- e. Describe additional unique resources and capabilities that your company will bring to construction and how these unique resources and capabilities will be beneficial in achieving the Project goals.

- f. Discuss how technology will be utilized during construction and what tools will be supplied to staff.

General Project Services:

- a. Discuss your approach to Project team availability during the design and construction phases that will provide value and adequate collaboration. This approach may include phasing, scalability, timing, responsible parties, geographic location, logistics, facilities, equipment, resources, etc.
- b. Discuss your approach to coordination needs with adjacent projects.
- c. Describe your approach to tracking and documenting value added through CMGC to the Project.

4. Approach to Risk and Schedule (10 Points)

As each OPCC or CAP is developed, risk, schedule, and major assumptions need to be evaluated and discussed. How and when the Contractor communicates these items to AEA is critical for a successful CMGC project.

Provide a discussion of the following:

1. Cost Model Approach

- a. Demonstrate how you and your subcontractors' cost models would be developed, the basis of assumptions, and how they communicate information necessary for decision making.
- b. Provide a description of your approach discussing the following, at a minimum:
 - Assumptions, risk, opportunities, innovation, market conditions, limited or significant market competition, subcontracting opportunities, means and methods, and potential challenges in the current design or feature that could impact schedule and cost.
 - Innovative cost savings, opportunities, and value to the Project.
 - Approach to the development of estimate factors such as escalation factors, fuel pricing, material sources, labor rates, craft labor agreements, availability of skilled craftsman.
 - Approach to equipment availability and rental rates.
 - Approach to developing production rates.
 - Approach to developing baseline cost where risk will then be assigned and identified to determine an appropriate risk pool.

2. Schedule Approach

- a. Discuss what design aspects you would recommend to the designers that would reduce schedule or add benefit to the Project.
- b. Discuss what construction elements or features your team will use to reduce schedule or provide added benefit to the Project or minimizing.
- c. Discuss factors that would affect schedule such as outside constraints, seasonal work, materials, equipment and labor availability, etc.

3. Risk

- a. Discuss your risk management process that will be used to identify risks, assign costs to each risk, determine probability of said risk, and provide recommendations to reduce or eliminate the risk. Describe any technology you will utilize to organize the risk management process.
 - b. Provide a sample risk assessment and quantitative risk register identifying three to five major risks for each project community. Be sure to include:
 - Risk magnitude, mitigations and their associated cost and schedule impacts.
 - Assignment of risk responsibility and approach to shared and owner risk pools.
 - Analysis of the risk and its respective impacts to cost, quality, and schedule.
4. Quality and Safety
- a. Discuss your approach to addressing quality control and safety for each project community.

5. Alaska Bidder Preference (10 Points)

3.3. EVALUATION CRITERIA FOR ORAL INTERVIEWS (10 Points Possible)

An Oral Interview is not a mandatory part of the selection process after the Selection Panel for the short list of Offerors. It is expected that subcontractors playing a major role on the Offeror’s team be present at the interview, if necessary.

The structure of the Oral Interview will be as follows:

- A. **Short Presentation (5 Points):** Summarize the Proposal and describe the Contractor’s Innovative Ideas and Unique Resources (15 Minutes). The Offeror needs to communicate to the Selection Panel why they should be chosen. What strategies and abilities does the Offeror bring to this CMGC Project to distinguish them from the other shortlisted candidates and why they will bring success to the Project? Limit the presentation to the most critical points of the Proposal and focus on what your team can bring to the table and why.
- B. **Question and Answer Session with the Selection Panel (5 Points):** The questions asked in this session will be the same for each Offeror but follow-up questions to clarify Offeror answers will be allowed. The interview presentation and question/answer scoring will be based on the following criteria:
 - i. Project Understanding
 - ii. Project Approach
 - iii. Project Innovation
 - iv. Communication Skills
 - v. Understanding of CMGC Delivery Method

3.4. EVALUATION CRITERIA FOR CMGC FIXED FEE PROPOSAL (20 Points Possible)

Offerors shall state their proposal CMGC Fixed Fee. The CMGC Fixed Fee shall include all profit, general and administrative (“G & A”) costs, regional and home office overhead, and non-reimbursable costs identified in **Appendix C**.

The CMGC Fixed Fee breakdown shall show the breakdown of all components used in establishing the fee. The intent of the CMGC Fixed Fee is to define the cost and level of effort for the CMGC to deliver the Project within the CAP. The CMGC Fixed Fee shall exclude all Offeror costs for risk related to performance of the construction work. Risk will be priced into subcontracted amounts and negotiated into self-performed work, as part of the overall direct cost of the work.

The CMGC Fixed Fee score will be determined by the distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

The resulting score will be added to the individual Offeror's CMGC Fixed Fee Proposal Form B-3 that will be included in the sealed submittal.

SECTION 4. APPENDICES

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

The following activities of communication, consensus building, project team reviews, conceptual design, data gathering, documentation, and formal public notice should be planned by the appropriate responsible party and coordinated with all team members. The time of their accomplishment will overlap, and parallel paths of activity should be planned to finish the development phase in accordance with the shortest possible schedule. The type and number of meetings, documents, etc., will depend on the category and characteristics of the project work. A proposal shall be developed by the Contractor which satisfies the requirements of the project development. This plan must be approved by the Contract Administrator before starting the work.

APPENDIX A: PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF AEA/ OTHERS
PHASE: PRE-CONSTRUCTION			
INITIAL PROJECT SCOPING MEETING (WORKSHOP)			
A. CMGC AND PARTNERING INTRO SESSION	2	2	1
B. PROJECT SITE VISIT AND INSPECTION	1	1	
C. PROJECT STATUS, GOALS, ELEMENTS, OBJECTIVES,	C	C	C
D. IDENTIFY PROJECT RISKS AND DEVELOP INITIAL RISK	C	C	C
E. REVIEW APPLICABLE ENVIRONMENTAL DOCUMENTS	1	2	2
F. INDEPENDENT DESIGN AND AS-BUILT REVIEW	1		
G. DEVELOP PROJECT SCHEDULE AND TASKS	C	C	C
H. SCHEDULE BI-WEEKLY PROGRESS, FIR, FOR, AND MILESTONES MEETINGS	2	1	1
I. IDENTIFY DESIGN CRITERIA		1	2
J. DISCUSSION OF POSSIBLE EARLY DELIVERY AND LONG LEAD TIME ITEMS	1	2	2
K. ANALYSIS OF PROJECT PHASING AND MULTIPLE PS&E PACKAGES	1	2	2
L. DEVELOP DOCUMENT REVIEW AND NAMING CONVENTION STANDARDS	2	1	2
L. QUESTION AND ANSWER SESSION	2	2	1
PROGRESS MEETINGS			
A. AEA/PM, C/PM, CMGC/PM	C	C	C
B. PROJECT MEETING MINUTES	2	1	
<p>The managers and team members will meet periodically as required (typically at two-week intervals). These progress meetings will be used to coordinate and track the work effort and resolve problems. The meetings will review the following:</p> <ul style="list-style-type: none"> • Activities required to be complete since last meeting (Action Items) • Problems and challenges encountered/anticipated and potential solutions • Project Schedule Updates (Design and Construction) • Action Items • Coordination and communication required with: <ol style="list-style-type: none"> 1. Team Members 2. AEA 3. Other <p>The AEA/PM will provide meeting minutes that include details discussed, notes, and all action items relating to the <u>meeting within one week of the meeting.</u></p>			

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF AEA/ OTHERS
PHASE: PRE-CONSTRUCTION			
<u>1. PROJECT DEVELOPMENT PROCESS</u>			
Project Management	2	2	1
The AEA/PM will coordinate all the work tasks being accomplished by all parties to ensure project work completion stages are on schedule. The C/PM and CMGC/PM shall coordinate all the work tasks being accomplished by their respective teams to make sure project work completion stages are on schedule			
Communication and Consensus Building	2	2	1
The AEA/PM is responsible for the consensus building and facilitating the communication between all members of the project team. This does not dismiss the responsibility of all team members to communicate with the AEA/PM.			
Weekly Update Newsletter	1	2	1
The CMGC/PM will publish a weekly update newsletter to document the weekly or bi-weekly progress of the schedule, estimate, team meetings, action items, and pertinent information.			
Maintain Updated Contact List	2	2	1
Establish and maintain a computerized list of all appropriate interested parties for the communication process. The list will be used for notices regarding public meetings, mailings, newsletters, or other communication as appropriate.			
<u>2. MEETINGS</u>			
• Graphics support and presentations		1	2
Each project team member is responsible for the graphics, documents, reports, plans, specifications, and written reviews from each specific scope of work item. Presentation of these documents and their reviews will be available on the shared project server after the meeting has been adjourned.			
• Provide Local Office	1	1	
The AEA/PM will obtain and maintain an office within the project area to conduct small group meetings and provide displays/information to the public. This office may have work spaces for project team members, meeting rooms with graphics support and capacity for the entire team to attend. Additional offices or meeting spaces may be considered at the Project Workshop.			
LEGEND: C = COLLABORATIVE RESPONSIBILITY. 1 = PRIMARY RESPONSIBILITY. 2 = SECONDARY RESPONSIBILITY			

CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF AEA/ OTHERS
<ul style="list-style-type: none"> PM Updates on Progress 	C	C	C
<p>The AEA/PM, CMGC/PM, and the C/PM will all update the team members at the scheduled meetings as to their progress on deliverables, challenges, and the feedback/comments they need.</p>			
<ul style="list-style-type: none"> Project Discussion 	C	C	C
<p>The team members need to come prepared to discuss any and all reservations, ideas, and challenges to the project. Open and honest dialogue is the key to the success of project delivery.</p>			
<p>PHASE: PRE-CONSTRUCTION</p>			
<p><u>2. PRELIMINARY DESIGN</u></p>			
<p>Preliminary Roadway, Geometric, Structural, Environmental, SWMP, etc. Design</p>		1	
<p>AEA/PM will coordinate all design activities with required AEA specialty units, the Contractor, the Design Consultant, and other outside entities. Design Consultant is responsible for the civil and structural design, plans, specifications, and estimate packages at each formal review.</p>			
<ul style="list-style-type: none"> Environmental - gathering data, analysis, and 		1	2
<ul style="list-style-type: none"> Environmental clearances 			1
<ul style="list-style-type: none"> Hazardous material investigation 		1	2
<ul style="list-style-type: none"> AEA processes (forms, clearances) 			1
<ul style="list-style-type: none"> Utility coordination 	2	1	
<ul style="list-style-type: none"> Conduct field survey of project area. 		1	
<ul style="list-style-type: none"> Field and project research 	C	C	C
<ul style="list-style-type: none"> Hazardous material investigation 	2	1	
<ul style="list-style-type: none"> Field survey and existing feature development 		1	
<ul style="list-style-type: none"> Construction requirements 		1	
<ul style="list-style-type: none"> Innovation development, proposal, and tracking 		1	

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED			
CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF AEA/ OTHERS
<ul style="list-style-type: none"> • Check and field verify all applicable as-built plans 	1	1	
<ul style="list-style-type: none"> • Provide construction plans, specifications, and estimates 	2	1	
Plot/develop all required information on the plans in accordance with all applicable AEA policies and procedures and all industry standards for civil, electrical, ITS, and structural design.			
<ul style="list-style-type: none"> • Develop construction cost model for Engineer Estimator and CRW 	1		
<ul style="list-style-type: none"> • Develop and calculate quantities 	2	1	
<ul style="list-style-type: none"> • Risk Register development 	1	2	
<ul style="list-style-type: none"> • Constructability reviews and reports 	1	2	
PHASE: PRE-CONSTRUCTION			
<ul style="list-style-type: none"> • Construction Phasing Plan 	1	2	
<ul style="list-style-type: none"> • Value Engineering proposals 	1	2	2
<ul style="list-style-type: none"> • Cost savings reviews 	1	2	2
<ul style="list-style-type: none"> • Preliminary construction schedule 	1	2	
<ul style="list-style-type: none"> • Long lead time CAP submissions and proposals 	1		
<ul style="list-style-type: none"> • Long lead time negotiations 	1		2
<ul style="list-style-type: none"> • Long lead time item procurement 	1		
<ul style="list-style-type: none"> • Opinion of probable construction cost Estimate #2 	1	2	

PRECONSTRUCTION ROLES AND RESPONSIBILITIES MATRIX - CONTINUED			
CONSTRUCTION MANAGEMENT SERVICES	REQUIRED OF CONTRACTOR	REQUIRED OF DESIGN CONSULTANT	REQUIRED OF AEA/ OTHERS
Field Inspection Review Meeting			
Review 30% milestone PS&E package and provide written reviews, comments, and redlines.	1		1
Attend the FIR.	C	C	C
Provide post-FIR revisions and memo.	2	1	2
Provide list of all deviations from the standard design criteria and written justification for each.		1	2
Update Subcontractor Plan.	1		2
Update Risk Register and Cost Model.	1	2	
PHASE: PRE-CONSTRUCTION			
CAP Proposal and Negotiations	1		
Notify AEA/PM at a point where CAP proposals can be sufficiently prepared.	1		
Supply cost model and assumptions to CRW and Engineer			1
Supply Construction Contract Checklist to CMGC Contractor.	1		
Prepare and submit construction CAP proposals.			1
Provide cost estimate.	1		
Submit a bid schedule to the AEA/PM for each phase.			1
Review the construction CAP proposals and compare to Engineer’s Estimate and CRW.	1		1
Negotiate final CAPs for each phase.	1		1
CMGC and AEA have three attempts to negotiate assumptions and prepare CAP estimates. After the third opening, AEA reserves the right to prepare the bid package for advertisement.			

LEGEND: C = COLLABORATIVE RESPONSIBILITY, 1 = PRIMARY RESPONSIBILITY, 2 = SECONDARY RESPONSIBILITY

APPENDIX B: EVALUATION AND CMGC FIXED FEE PROPOSAL FORMS

PROPOSAL, ORAL INTERVIEW EVALUATION SCORING NOTES:

- i. AEA has developed a CMGC Selection Panel Scoring Guide to promote objectivity and transparency. Selection Panel Members are required to read and follow all scoring guidelines.
- ii. All Selection Panel Members have signed Non-Disclosure Agreements and Conflict of Interest Disclaimers as part of this procurement and cannot directly be contacted by or contact anyone outside of the Engineering Contracts Officer about this project until the CMGC Services Contract has been executed.
- iii. Agencies are encouraged to include additional criteria that reflect the unique characteristics of the project under each category to help determine the submitter's overall qualifications.
- iv. Weights are to be assigned prior to evaluation and are to be consistent on all evaluation forms. Comments by Selection Panel members are required on all scoring forms so that all Offerors may receive constructive feedback on their proposals and performance.
- v. Selection Panel scoring values will be only numbers in whole, half, or quarter-number increments (i.e. 2.25, 3.50, 4.00.). Scoring for the Proposal and Oral Interview Criteria form will be based on the following Qualitative Assessment Guidelines, which will be applied to all sections except the CMGC Fixed Fee.

Qualitative Assessment Guidelines

Selection Team members will individually review and score each proposal category according to the criteria set forth in the RFP. Team members will evaluate each category sub-factor listed in this Evaluation Manual and assign those sub-factors a Qualitative Assessment Percentage according to the scoring range listed below:

5	The Offeror demonstrates a complete understanding of the subject and an approach that significantly exceeds the stated requirements and objectives of this scoring category. The proposal communicates an outstanding level of quality. The Offeror's qualifications are exceptional. Proposal shows no weaknesses or deficiencies for this scoring category.
4	The Offeror demonstrates a strong understanding and has a strong approach to the scoring category. The proposal communicates a high level of quality and the proposal exceeds the stated requirements of the RFP. The proposal shows few weaknesses or deficiencies for this scoring category.
3	The Offeror demonstrates a general understanding of the project and an approach containing some weaknesses/deficiencies regarding the stated requirements and objectives of this project. The proposal communicates an average level of quality and meets the stated requirements of the RFP.
2	The Offeror has demonstrated a below average understanding of this scoring category and their response contains significant weaknesses and deficiencies. The proposal communicates a below-average level of quality. The Offeror's qualifications raise questions about the Offeror's ability to successfully meet the project goals.
1	The Offeror has demonstrated a minimal understanding of this scoring category and their response contains numerous weaknesses and deficiencies. The proposal demonstrates little or no level of quality or value. The Offeror's qualifications raise questions about the Offeror's ability to successfully meet the project goals.

CMGC FIXED FEE PROPOSAL EVALUATION SCORING NOTES:

1. Determine score for each firm’s sealed CMGC Fixed Fee Proposal. The maximum point total for this section is 20 points.
 - A. CMGC Fixed Fee 20 Points Maximum
 - Must include all supporting information required in Section 3.4 and on Form B-3, Form C-1 and Form C-2
 - CMGC Fixed Fee Scoring information is described in Section 3.4 of this RFP.

TOTAL SCORING EVALUATION SCORING NOTES:

1. The maximum point total for each of three evaluation sections is as follows:
2.

Section:	Score
Proposal	70 pts (Scoring Form B-1)
Oral Interview	10 pts (Scoring Form B-2)
CMGC Fixed Fee Proposal	20 pts (Scoring Form B-3)
2. After the evaluation of the Proposal, the three highest ranked Offerors will be short listed and be invited to interview and submit sealed CMGC Fixed Fee Proposals.
3. The Offeror with the highest total score in all sections will be selected. The score from the qualitative evaluations from all Selection Panel Members will be averaged to produce the total overall score for each Offeror.

**SCORING FORM B-1 PROPOSAL EVALUATION FORM
 CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES**

Offeror Name: _____
 Evaluator Name: _____
 Date of Review: _____
 RFP Number: **21012**

RFP Reference: Meets Minimum Requirements YES _____ NO _____

If the minimum requirements (including letter from surety) have not been met, specify the reason(s):

Project Management Team /Capability of the Contractor(70 Points Maximum)

1. Project Management Team (15 Point)

Rating x Weight = Score

Composition of Team /Location/Organization	x	3	=	
Qualifications and Experience	x	3	=	
Job Descriptions and Responsibilities	x	3	=	
Team Building and Collaboration	x	3	=	
Safety Performance	x	3	=	

2. Contractor Capability (15 Point)

Prior Experience / Performance References	x	7.5	=	
Project Background and Success	x	7.5	=	

3. Strategic Project Approach: (20 Points Maximum)

Firm Approach to Maximizing and Attaining Project Goals/ Strategic Project Approach	x	20	=	
---	---	----	---	--

4. Approach to Risk and Schedule: (10 Points Maximum)

Cost Model Approach	x	3.33	=	
Schedule	x	3.34	=	
Risk Management	x	3.33	=	

5. Alaska Offeror Preference (10 Points Maximum)

If an Offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaska offeror.

	x	10	=	
--	---	----	---	--

Total Score (70 Points Maximum) _____

SCORING FORM B-2: ORAL INTERVIEWS EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **21012** _____

Oral Interview Section: 10 Points Maximum

Oral Interview Scoring Criteria

	Rating	x	Weight	=	Score
Presentation Session		x	5	=	
Questions and Answer Session		x	5	=	

Total Score (10 Points Maximum) _____

Questions Asked:

- 1
- 2
- 3
- 4
- 5
- 6

SCORING FORM B-3: PRICE EVALUATION FORM
CONSTRUCTION MANAGER/GENERAL CONTRACTOR SERVICES

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: **21012** _____

CMGC Price Proposal Section (20 Points Maximum)

For instructions, requirements, and scoring for the Price Proposals see Section 3.4. This form only requires CMGC Management Fixed Fee.

(Contractor Required Input - must match Appendix C-1 Price Proposal Form)

TOTAL SCORE: (20 POINTS Maximum)

Offeror Signature

Date

Title

APPENDIX C-1 CMGC FIXED FEE PRICE

FIXED FEE PROPOSAL FORM

Costs included in CM/GC Fixed Fee		\$
Item	Other indirect and non-reimbursable costs to be included in the CM/GC Fixed Fee are listed below	
C.1	35% Construction Estimate	
C.2	65% Construction Estimate	
C.3	95% Construction Proposal	
C.8	Profit	
	Total CMGC Fixed Fee	

APPENDIX C-2 CMGC BID ITEM PRICING

PROPOSAL FORM

Offeror Name: _____

Date: _____

RFP Number: 21012

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Item	Description	Quant.	Unit	Unit Price	Extended Total Amount
1	Mobilization / Demobilization	1	LS	\$	\$
2	Tank Farm Civil Site Work	1	LS	\$	\$
3	Bulk Fuel Tank Farm and Dispenser	1	LS	\$	\$
4	Spill Response Equipment	1	LS	\$	\$
Total Cost					\$

*Additional items may be added during design

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Item	Description	Quant.	Unit	Unit Price	Extended Total Amount
1	Mobilization / Demobilization	1	LS	\$	\$
2	Tank Farm Civil Site Work	1	LS	\$	\$
3	Bulk Fuel Tank Farm and Dispenser	1	LS	\$	\$
4	Spill Response Equipment	1	LS	\$	\$
Total Cost					\$

*Additional items may be added during design

APPENDIX D: CONSTRUCTION GENERAL CONDITIONS

	Costs NOT TO BE included in CM/GC Fixed Fee	Costs TO BE included in CM/GC Fixed Fee
Item	Costs for the categories below will be negotiated and included in the direct "Cost of the Work"	Other indirect and non-reimbursable costs to be included in the CM/GC Fixed Fee are listed below
1	Mobilization	35% Construction Estimate
2	Project Manager	65% Construction Estimate
3	Construction Manager/Superintendent	95% Construction Proposal
4	All other on-site, construction management staff as approved by the Agency	Profit
5	On-site administrative staff ,including clerical and secretarial staff	
6	All project direct costs related to Safety	
7	All project direct costs related to Quality Control	
8	Project office costs for cleaning, set-up/demob, maintenance, security, utilities, rent/lease, equipment, and furniture	
9	Materials and equipment handling, including shipping/transport to site and storage costs	
10	Costs to co-locate with Agency staff	
11	Job site temporary toilet facilities and maintenance	
12	Partnering workshops	
13	Construction rental equipment	
14	Actual cost of permits	
15	All project direct costs related to implementation of Agency-approved sustainable practices	
16	All project direct costs related to implementation of Agency-approved DBE/ESB program	
17	Construction equipment and vehicles at Offeror's internal cost rate, including costs of maintenance and fuel	
19	All costs of capital and interest; licenses and taxes required by law.	
20	Miscellaneous project office costs, including but not limited to, drinking water, printing, reproduction, postage, delivery, and supplies	

SECTION 5. GENERAL PROCESS INFORMATION

SEC. 5.01 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the Authority's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 SITE INSPECTION

The Authority may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the Authority reasonable access to relevant portions of its work sites. Individuals designated by the contracting officer at the Authority's expense will make site inspection.

SEC. 5.03 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the contracting officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the contracting officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 5.04 DISCUSSIONS WITH OFFERORS

The Authority may conduct discussions with offerors in accordance with 3 AAC 109.390, 3 AAC 109.400, and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the contracting officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the contracting officer. Discussions, if held, will be after initial evaluation of proposals by the contracting officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the contracting officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the contracting officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 5.05 EVALUATION OF PROPOSALS

The contracting officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 3.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 5.06 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the contracting officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 5.07 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SECTION 6. GENERAL LEGAL INFORMATION

SEC. 6.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the Authority 's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in SECTION 7. EXHIBITS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 6.02 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.03 ADDITIONAL TERMS AND CONDITIONS

The Authority reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of Authority's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the Authority to reject the proposal as non-responsive, or cancel the contract.

SEC. 6.05 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, 3 AAC 109.380, and all applicable local, state, and federal laws, codes, and regulations. The contracting officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the Authority. If an offeror does so, the contracting officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;

- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision; may be waived by the contracting officer.

The Authority reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 6.06 AUTHORITY NOT RESPONSIBLE FOR PREPARATION COSTS

The Authority will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.07 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the contracting officer.

SEC. 6.08 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the Authority by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of 3 AAC 109.610 (AS 36.30.620 – AS 36.30.632). To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 6.09 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.10 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 6.05 RIGHT OF REJECTION**. However, if the Authority fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the Authority 's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the Authority 's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.11 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 6.12 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Standard Agreement Form - Appendix A
- 2) Appendix B1

PROFESSIONAL SERVICES AGREEMENT

Agreement No:

Project Title:

To this Agreement between **ALASKA ENERGY AUTHORITY**

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: XXXXXX Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contract Manager

Executive Director

Signature: _____
Name: _____ Date _____
Title: Contracting Officer

Signature: _____
Name: Curtis Thayer Date _____
Title: AEA Executive Director

ARTICLE 1 - PURPOSE

1.1 The Contractor shall provide

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:

and no/100 Dollars

(\$0.00)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end on _____.

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions,		
B	Statement of Services		
C	Compensation, Form 25A280, plus Exhibits: C-1, C-2, C-3, and C-4		
D	Indemnification & Insurance, Form 25A269, plus Certificates of Insurance (for the prime CONTRACTOR)		
E	Certification of Compliance (Alaska Licenses/Registrations and Insurance)		

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

Street: 813 West Northern Lights Blvd.
 PO Box:
 City, State, Zip: Anchorage, AK 99503
 Phone-Voice: 907-771-3036
 Phone-FAX: 907-771-3044

Funding Source:

ARTICLE 6 - CONTRACTOR DATA

Manager:
Title:

Alaska Business License No.:
Federal Tax Identification No.:

Office Address

Street:
 PO Box:
 City, State, Zip:
 Phone-Voice:
 Phone-FAX:
 Email:

Type of Firm

- Individual Partnership
 Corporation in state of:
 Other (specify): Limited Liability Corporation

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

Service or Engineering Discipline

Subcontractor

AEA GENERAL CONDITIONS

APPENDIX A

Agreement No:

Date Prepared:

INDEX

Article Number and Title

A1	Definitions
A2	Information and Services from Others
A3	Hold Harmless
A4	Insurance
A5	Occupational Safety and Health
A6	Equal Employment Opportunity
A7	Payments to the CONTRACTOR
A8	Changes
A9	Audits and Records
A10	CONTRACTING AGENCY Inspections
A11	Termination or Suspension
A12	Officials Not to Benefit
A13	Independent CONTRACTOR
A14	Proselytizing
A15	Covenant against Contingent Fees
A16	Precedence of Documents
A17	Endorsement on Documents
A18	Ownership of Work Products
A19	Subcontractors Successors and Assigns
A20	Claims and Disputes
A21	Extent of Agreement
A22	Taxes
A23	Governing Law
A24	Federal Aid Certification (Highways)
A25	Trade Restrictions
A26	Suspension and Debarment
A27	Additional Provisions

ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services - Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor’s services during the authorized period of performance.

A1.3 Amendment - A written change to this Agreement.

A1.4 Change - A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Executive Director – Executive Director of the Alaska Energy Authority (AEA).

A1.6 CONTRACTING AGENCY – Alaska Energy Authority (AEA).

A1.7 Procurement Officer - The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR - The firm (person or any business combination) providing services.

A1.9 Contractor's Manager - The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Project Manager – CONTRACTING AGENCY’s representative and the CONTRACTOR’s primary point of contact with the CONTRACTING AGENCY.

A1.11 Funding Agency - An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.12 Notice to Proceed (NTP) - Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.13 Statement of Services - Services and work products required of the CONTRACTOR by this Agreement.

A1.14 Subcontractor - CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

**ARTICLE A2
INFORMATION AND SERVICES FROM OTHERS**

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may assume the information or services provided are adequate.

**ARTICLE A3
HOLD HARMLESS**

A3.1 See Appendix D, "Indemnification and Insurance".

**ARTICLE A4
INSURANCE**

A4.1 See Appendix D, "Indemnification and Insurance".

**ARTICLE A5
OCCUPATIONAL SAFETY AND HEALTH**

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

**ARTICLE A6
EQUAL EMPLOYMENT OPPORTUNITY**

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

- Title VI of Federal Civil Rights Act of 1964;
- Federal Executive Order 11625 (Equal Employment Opportunity);
- Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);
- Title 49 Code of Federal Regulations, Part 21 (Discrimination);
- Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);
- Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);
- Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given by the Procurement Officer. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents, correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of 3 years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

**ARTICLE A12
OFFICIALS NOT TO BENEFIT**

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

**ARTICLE A13
INDEPENDENT CONTRACTOR**

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

**ARTICLE A14
PROSELYTIZING**

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

**ARTICLE A15
COVENANT AGAINST CONTINGENT FEES**

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

**ARTICLE A16
PRECEDENCE OF DOCUMENTS**

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

**ARTICLE A17
ENDORSEMENT ON DOCUMENTS**

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

**ARTICLE A18
OWNERSHIP OF WORK PRODUCTS**

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

**ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS**

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the Procurement Officer.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

**ARTICLE A20
CLAIMS AND DISPUTES**

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Procurement Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Procurement Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Procurement Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Procurement Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The Procurement Officer reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Procurement Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Procurement Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Procurement Officer's decision within 90 days, unless additional information is requested by the Procurement Officer. The Procurement Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Executive Director.

A20.5 Procedures for appeals and hearings are covered under 3 AAC 109.570.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with

such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24
FEDERAL AID CERTIFICATION (HIGHWAYS)
(For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees 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 at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 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 in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned 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.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE A25
TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**ARTICLE A26
SUSPENSION AND DEBARMENT**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

**ARTICLE A27
ADDITIONAL PROVISIONS**

A27.1 DELAY DAMAGES:

Unless CONTRACTOR notifies the Authority in writing or email no less than FIVE (5) calendar days in advance of a deliverable deadline that the deliverable may be delayed, delay damages may be incurred by the CONTRACTOR for each calendar day that the CONTRACTOR does not meet the deliverable deadlines in the current approved project schedule. The project schedule may be modified at any time as agreed upon in writing or email by the CONTRACTOR and the Project Manager. In no case shall the agreed upon schedule end date exceed the end date of the current Notice to Proceed (NTP) without first amending the NTP.

Delay Damages

Days Late	Delay Damages per Day
1 to 7 days	\$200.00
8 to 14 days	\$300.00
15 to 21 days	\$400.00
21 days plus	\$500.00

*NTE Not to Exceed \$10,000.00

These are delay damages and not penalties. These charges shall reimburse the Authority for additional expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified. Allowing the CONTRACTOR to continue and finish the work or any part of it after the scheduled date has passed does not waive the Authority's rights to collect delay damages. Delay damages collection shall be in the form of payment withheld from the associated NTP. If no money is due the CONTRACTOR, the Authority may recover these sums from the CONTRACTOR, from the Surety, or from both. The NTP scope of work, schedule, and budget shall not be changed as the result of the collection of delay damages by the Authority. Notwithstanding anything to the contrary herein, CONTRACTOR shall incur no delay damages if the delay is caused to any extent by the Authority or by events or parties outside of CONTRACTOR'S reasonable control.

A27.2 **EXTENSION DUE TO DELAYS:**

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with delay damages or actual damages because of delays to the schedule or completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the AUTHORITY in its contractual capacity, acts of another contractor in the performance of a contract with the AUTHORITY, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure labor because of priority, allocation or other regulations of any governmental authorities, and delays of Subcontractors (not a responsible charge of the CONTRACTOR). Any delay other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Project Manager in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

COMPENSATION

APPENDIX C

Project No: 20075

Date Prepared: 6/11/2020

C1. Payments will be made on approved invoices submitted for months during which costs are incurred. Except for Fixed Price(s) and Fixed Fees, compensation shall be cost-based on actual costs to the Contractor for providing services. Provisions for Audit are contained in Appendix A.

C2. EXCEPT WHEN PAYMENT IS BY FIXED PRICE, PRIME CONTRACTOR'S LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 45 DAYS OF PERFORMANCE. SUBCONTRACTORS' LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 60 DAYS OF PERFORMANCE. ALL OF THE CONTRACTOR'S AND SUBCONTRACTORS' OTHER DIRECT COSTS (EXPENSES) SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 90 DAYS OF BEING INCURRED. **CHARGES SUBMITTED AFTER THE ABOVE STATED TIMES WILL, AT THE CONTRACTING AGENCY'S DISCRETION, NOT BE PAID.**

C3. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Indirect Cost Rate(s), Unit Prices, Fee/Profit Arrangements, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C4. Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

C5. Final payment to the Contractor may be withheld until a Release from Agreement, on a form prescribed by the Contracting Agency, is executed by the Contractor.

C6. Payments for this Agreement and any Amendment, including Costs and Fee, will be adjusted to exclude any significant sums by which the Contracting Agency finds that payments are increased because the cost or pricing data furnished by the Contractor or prospective Contractor is inaccurate, incomplete, or not current on the date of the Agreement or subsequent submittal date of pricing data.

C7. The following terminology and explanations are applicable to this Agreement; any inconsistencies appearing in this Agreement must be resolved in accordance with the terminology in paragraphs C7.1-C7.6 and C8.

C7.1 Direct Costs of Direct Labor - Base salary and/or wages paid to employees charged directly to this Agreement exclusive of Fringe Benefits or other Indirect Costs and Fees (including profit).

C7.2 Other Direct Costs ("Expenses") - **PRE-APPROVED** unit priced items, actual costs for specific subcontracts identified in this Agreement, and actual costs for the following:

Transportation (economy rate/air-coach);
Food and lodging (Generally, not to exceed agency per diem rates);
Incidental travel expenses; and
- If not recovered in the Indirect Cost Rate - the following:
Equipment & computer use at **PRE-APPROVED** rates;
Specific materials and supplies; and
Other **PRE-APPROVED** direct expenses.

Each Expense is limited to reasonable costs which do not exceed that which would be incurred by an ordinarily prudent person in the conduct of competent business.

C7.3 Indirect Costs - Allowable expenses that, because of their incurrence for common or joint cost objectives, must be allocated to this Agreement 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, the Contracting Agency requires Indirect Costs to be segregated into the following categories: Fringe Benefits, Overhead (General & Administrative Expenses - including Indirect Labor), and Allocated Home Office Overhead (if applicable).

C7.3.1 Fringe Benefits - Costs for items such as:

Vacation time, holidays and authorized leave;
Group and Worker's Compensation Insurance;
Deferred Compensation/Retirement plans;
Social Security and Unemployment Taxes; and
Group Medical plan and Life Insurance Premiums.

C7.3.2 Overhead - Costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc., base salary or wages)
Recruiting expenses, travel, food and lodging;
Rent, heat, power, light and janitorial services;
Office supplies, reproduction costs, communications;
Upkeep and depreciation of equipment and computers;
Rentals of equipment and computers; and,
Business Insurance premiums not billed to clients;

C7.3.3 Allocated Home Office Overhead (if applicable) - Costs for management, supervisory, and administrative functions which benefit separate unit operations.

C7.3.4 Indirect Cost Rate – An established percentage of incurred expenses for Direct Costs of Direct Labor which is used as a basis of compensation for Indirect Costs. Fees or Profit are not included in the Indirect Cost Rate.

C7.4.1 If this Agreement wholly or partially allocates Indirect Costs on other than a Direct Labor dollar basis, a description of the Indirect Cost pools or service centers used, and the Indirect Cost Rates(s) and base(s), shall be attached in an Exhibit to this Appendix C; otherwise, such an allocation shall not be allowed for this contract.

C7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

C7.4.3 Provisional Indirect Cost Rates or "Fixed/Provisional" Rates require a Contracting Agency approved audit of accounting records after each of the Contractor's or Subcontractor's fiscal years during which they perform work under the Agreement.

C7.5 Non-allowable Costs - Payments 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 billable Direct or Indirect Costs or in the calculation of the Indirect Cost Rate.

Interest and other financial costs
Contributions and donations
Federal income taxes & tax return preparation fees

Deferred state income taxes
Bad debts
Fines and penalties
Entertainment, social club memberships, etc.
Goodwill
Provisions for contingencies
Losses on other contracts and related legal fees
Legal fees, etc., related to contract claims

C7.6 Fee - Profit plus any costs not allocable to this contract. The amount of Fee may be fixed or variable, depending on the method of payment used. Non allocable costs shall not be considered by the Contracting Agency when negotiating Fee.

C8. Markup of any costs as compensation for administration, management or handling, etc., is prohibited. Costs of such efforts are included within the elements of Direct Labor and/or Indirect Labor. Compensation for any risk associated with incurring costs is included within Fee (Profit).

C9. The following Exhibits complete this Appendix C (Components of Appendix C - Compensation, shall stand and prevail in the following order: Exhibit C-1, Exhibit C-2, et al, in the order of their number):

Exhibit C-1 Method(s) of Payment
Exhibit C-2 NTP & Invoice Summary
Exhibit C-3 & 4 Compensation Cost Reimbursement

COMPENSATION

APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

Agreement No: Date Prepared:

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR & SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
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Total Agreement Amount: _____

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses that are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)**:

<u>CONTRACTOR/ SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F, F/P, P)</u>
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4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

5. **TIME AND EXPENSES** payments will be made according to the following:

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of ten percent; e.g.: $\$25 + (1.50 \times \$25) + (.10 \times [\$25 + (1.50 \times \$25)]) = \$68.75$, however, not to exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. **SPECIAL CONSIDERATIONS:**


Items 6.1, 6.2, 6.3 and 6.4 are optional contingent upon travel being part of the contract. Edit as required.

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M& IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M & IE allowances. Additionally the traveler must be in travel status at least three consecutive hours during a meal period to be entitled to the M&IE for that meal.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.

 ALASKA ENERGY AUTHORITY		NOTICE TO PROCEED & BILLING SUMMARY			NTP No: #REF!	
For: #REF!		#REF! #REF!			Agreement No: #REF!	
Contractor: #REF!		Project Title: #REF!			Accounting Ref No.: #REF!	
Category of Services: #REF!		NTP Completion Date: #REF!			Contract Expiration Date: #REF!	
Amount of this NTP/Amend.: #REF!		Method of Payment: #REF!				
NOTICE TO PROCEED						
BILLING SUMMARY						
This Invoice is for [] Progress [OR] Final Payment OR				Sequential Invoice # for this []		
GL Account Code	Funding Exp. Date	Authorized Task Groups	Authorized To - Date	Prior Approved Payme	This Billing	Total To - Date
Total Amount Authorized for All			\$0.00			
Sum of Prior APPROVED				0.00		
Sum for THIS INVOICE					0.00	
Sum of Prior Payments and this						0.00
Balance of Authorized						\$0.00
Department of Labor Close-Out Required?				Payment Request & Certification: (Contractor)		
				Signature		Date
Name: #REF!						
Approval for Payment						
PAYMENT RECOMMENDED (Agency Project Manager): I certify this invoice to be valid and accurate and that services were performed substantially in conformance with the contract				PAYMENT APPROVED (Authorized Agency Official): Based upon the Project Manager's recommendation and certification, I hereby approve payment.		
Signature				Signature		Date
Name: #REF!				Name:		

**INSTRUCTIONS TO CONTRACTOR for
COST REIMBURSEMENT NOTICE TO
PROCEED (NTP)
& BILLING SUMMARY**

- 1 Retain an unmarked, as issued, copy of this form to be used for reproduction and billing.
- 2 If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on a copy of this NTP and return it within ten days after your receipt.
- 3 Submit monthly Invoices to the Agency Contract Manager named in this NTP. Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
Entries in the following columns: Prior Approved Payments, This Billing, and Total to Date for each Task Group;
 - b) plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4 Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5 When Applicable, ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.

6 Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.

7 Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.

8 When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.