
CASCADE POINT
FERRY TERMINAL STAGE 1 DESIGN BUILD

Project No. HSHWY00015

REQUEST FOR PROPOSALS

PART I – INSTRUCTIONS TO PROPOSERS
PART II – CONTRACT REQUIREMENTS
PART III – SCOPE OF WORK
PART IV – APPENDICES

May 23, 2025

Alaska Department of Transportation and Public Facilities
Southcoast Region
6860 Glacier Highway
Juneau, AK 99801

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Southcoast Region
6860 Glacier Highway
Juneau, AK 99801**

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUEST FOR PROPOSALS

for a Design Build Construction Contract

Date May 23, 2025

Cascade Point Ferry Terminal - Stage 1 Design Build, Project No. HSHWY00015

Project Name and Number

The Department invites bidders to submit bids for furnishing all labor, equipment, and materials and performing all work for the project described below. The Department will only consider bids received **before 2:00 PM local time (per the Department's time source) on the 13th day of June, 2025.**

Location of Project: Juneau, Alaska

Contracting Officer: Christopher Goins, P.E., Southcoast Regional Director

Issuing Office: Southcoast Region

State Funded ☒

Federal Aid ☐

Description of Work:

The Project consists of work including engineering, environmental permitting, and construction related to the ferry terminal access road, uplands development areas, and material procurement for the marine causeway. The project includes the final design and construction of an access road for the end of Glacier Highway to the ferry terminal uplands site, a bridge over Cascade Creek along the access road, a locking access gate to restrict vehicle access at the project limits, and all initial site preparation and construction to top of subgrade and retaining wall construction for the upland ferry terminal site, and to secure, sort, and stockpile material for the marine causeway on the upland Ferry Terminal site for future placement into the marine causeway.

Project DBE Utilization Goal: ☒ Race-Neutral, Goal is N/A ☐ Race-Conscious, Goal is XX.X%

The Engineer's Estimate is between \$20,000,000.00 and \$30,000,000.00

All work shall be completed in N/A Calendar Days, or by **September 30, 2027**. The Department will identify interim completion dates, if any, in the Special Provisions. Mandatory Warranty Work shall be performed for a period of five consecutive years commencing after Project Completion.

The apparent successful bidder must furnish a payment bond in the amount of 100% of the contract and a performance bond in the amount of 100% of the contract as security conditioned for the full, complete and faithful performance of the contract. The apparent successful bidder must execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of their bid.

Submission of Bidding Documents

ELECTRONIC BIDDING IS NOT AVAILABLE FOR THIS RFP.

Bidders may submit bidding documents through email, the mail or hand delivered. For mailed or hand delivered bids and for electronically submitted bids with a paper bid guaranty, documents shall be submitted in a sealed envelope marked as follows:

Bidding Documents for Project:

Cascade Point Ferry Terminal - Stage 1
Design Build
Project No. HSHWY00015

ATTN: CONTRACTS

State of Alaska
Department of Transportation & Public Facilities
Southcoast Region
6860 Glacier Highway
Juneau, AK 99801

It is incumbent upon the bidder to ensure its bid, any amendments, and/or withdrawal are received by Jenny Huntley, Chief of Contracts or her designee, in its entirety, at the location and before the deadline stated above. A bidder sending a bid amendment or withdrawal via email or fax must transmit its documentation to the Department at this email address: **srdotpfcontracts@alaska.gov** or fax number: 907-465-4238.

To be responsive, a bid must include a bid guaranty equal to 5% of the amount bid. *(When calculating the bid amount for purposes of determining the 5% value of the bid guaranty, a bidder shall include its base bid amount, plus the amount bid for alternate and supplemental bid items, if any.)*

The Department hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this Request, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders must have a Vendor ID or your bid may not be accepted. More information can be obtained at the following website:
<http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf>

The following data may assist a bidder in preparing its bid:
Request for Proposals - Four (4) Parts
CAD Files

A potential bidder may obtain One (1) hard copy of the Request for Proposals for the price of \$100 from Jenny Huntley, Chief of Contracts or her designee, at the location stated above.

Phone: (907) 465-4420

If a bidder has a question relating to design features, constructability, quantities, or other technical aspects of the project, it may direct its inquiry to the questions and answers area of the Bid Express proposal page.

Proposers shall direct all communications to the Contracting Officer's Authorized Representative (COAR), who is designated below:

Misty Butler, P.E.
Contracting Officer's Authorized Representative
Alaska Department of Transportation and Public Facilities
Telephone: (907) 465-4546
Email address: misty.butler@alaska.gov

For questions relating to electronic bidding or for assistance with your Bid Express account, contact Bid Express customer support at customer.support@bidx.com or call toll free (888)352-BIDX(2439) Monday through Friday 7:00am to 8:00pm (Eastern).

A bidder may direct questions concerning bidding procedures and requirements to:

Jenny Huntley, Chief of Contracts or her designee, at the location stated above.

Phone: (907) 465-4420

Other Information:

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday thru Friday. 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Cascade Point Ferry
Terminal – Stage 1 Design Build
Project No. HSHWY00015**

SPECIAL NOTICE TO PROPOSERS

The Department hereby notifies Proposers that information to assist in Proposal preparation is available from the Department of Transportation and Public Facilities, Southcoast Region office, located at 6860 Glacier Highway in Juneau, AK.

1. Proposers' attention is directed to the following documents provided in RFP Part IV, Appendices:

Appendix Number	Appendix Title
2-1	Conceptual Design Plans
3-1	Geotechnical Information
4-1	Example Bridge Drawings
5-1	Cascade Creek H&H report (Draft)
6-1	Wetland Delineation Report with Data Forms
6-2	Cultural Resources Survey and Monitoring
8-1	Right of Way Documentation

Disclaimer: The Department expressly states that the following information that is made available is not and shall not be considered part of the bidding documents. The Department makes no representation, warranty or guarantee, expressed, implied, or statutory, as to the accuracy, reliability, suitability, functionality, or results derived from the use of the information contained therein. The Department shall NOT accept, review, hear, or consider any bid protest or construction claims arising from use of the information. The user assumes all risk and liability for use of information.

Other Documents

CAD Files for Preliminary Design Plans

2. Proposers' attention is also directed to list of reference documents contained in individual sections of RFP Part III, Scope of Work.
3. RFP Part IV, Appendix 3-1 Geotechnical Information will be provided by addendum.

**Cascade Point Ferry
Terminal – Stage 1 Design Build
Project No. HSHWY00015**

PART I—INSTRUCTIONS TO PROPOSERS

1 GENERAL

1.1 INTRODUCTION

The State of Alaska Department of Transportation and Public Facilities (Contracting Agency) is issuing the Request for Proposals (RFP) for the design, construction, and warranty of the Cascade Point Ferry Terminal- Stage 1 near Juneau, Alaska. Proposers are invited to submit Proposals in accordance with the requirements and procedures set forth in these Instructions to Proposers (ITP).

Proposers should not rely solely on the limited information contained in the ITP, but should also refer to the RFP for additional, detailed Project information and requirements.

This procurement is funded solely by the State of Alaska (State) and is being conducted in accordance with Alaska Administrative Code 2 AAC 12.931-949 as a design-build project.

The RFP contains the following:

- Part I – Instructions to Proposers
- Part II – Contract Requirements
- Part III – Scope of Work
- Part IV – Appendices

One hard (paper) copy containing the RFP (except for some reference information, which is available only in electronic form) can be purchased from the Contracting Agency at a cost of \$100.00 for each set. An electronic copy will also be made available at the State procurement web site:

<http://dot.alaska.gov/procurement/index.shtml>

If a Contract is awarded, the Award will be to the Responsive Proposer who has been determined to provide the best value (highest final Proposal score) based on the evaluation of both price and technical factors.

1.2 NOT USED

1.3 NOT USED

1.4 PROJECT SUMMARY

The Project consists of work including engineering, environmental permitting, and construction related to the ferry terminal access road, uplands development areas, and material procurement for the marine causeway. The project includes the final design and construction of an access road for the end of Glacier Highway to the ferry terminal uplands site, a bridge over Cascade Creek along the access road, a locking access gate to restrict vehicle access at the project limits, and all initial site preparation and construction to top of subgrade and retaining wall construction for the upland ferry terminal site, and to secure, sort, and stockpile material for the marine causeway on the upland Ferry Terminal site for future placement into the marine causeway. Specific requirements for the Work elements are detailed in RFP Part III, Introduction, 1.1 Project Summary.

1.5 PERFORMANCE PERIOD, SCHEDULE, AND PAYMENT

1.5.1 Performance Period

The period for performance of the Contract is as stated in Form 25D-7, Request for Proposers, included following the Table of Contents.

1.5.2 Schedule

The following dates in Table 1-1 are anticipated milestone dates.

Table 1-1 Anticipated Milestone Dates

Milestone	Anticipated Date
Request for Proposals Release	May 2025
Proposal Submittal Deadline	As stated in Form 25D-7
Proposers submit Escrow Proposal Documents	Within 5 Days of Proposal Submittal Deadline
Contracting Agency reviews Technical Proposals	Within 1 week of Proposal Submittal Deadline
Contracting Agency public opening of Price Proposals and determination of Best value	TBD within 3 Days of Contracting Agency review of Technical Proposals
Contracting Agency issues Notice of Intent to Award	TBD anticipated to be after 2 Days of best value determination
Contracting Agency issues Contract Award	TBD within the time stated in Part II, Subsection 103-1.03
NTP	TBD concurrent with Contract Award
Completion Date	As stated in Form 25D-7
Warranty period	Five years commencing with Project Completion (as described in RFP Part III, Chapter 11.

1.5.3 Payment

The Contract cap for the Project is \$28,725.00. Price Proposals for amounts above the Contract cap shall render the Proposals non-responsive.

Contract Payment shall be as specified in Part II, Section 109, Measurement and Payment.

1.6 PROPOSAL SUBMITTAL DETAILS

One (1) copy of the Proposal and one (1) copy of the Price Proposal shall be delivered in separate sealed packages or envelopes, marked on the outside to identify the Project name and number and the Proposer. Emailed submittals must be sent as Two (2) separate emails with subject reference to the Project name and number and the Proposer. See further details in section 3.1.

1.7 PROJECT COMMUNICATIONS

Proposers shall direct all communications to the Contracting Officer's Authorized Representative (COAR), who is designated on Form 25D-7.

The COAR is the single point of contact for all communications relating to the Project. No other contact with the Contracting Agency or consultant personnel is authorized.

Proposers shall carefully review the RFP for defects, conflicts, ambiguities, or other irregularities and become familiar with the Proposal requirements. If a problem or discrepancy is found, Proposers shall request clarification in writing from the COAR. Substantive issues will be addressed in an addendum transmitted to all RFP recipients. Requests for clarification received fewer than ten (10) Days prior to the Proposal Submittal Deadline may not receive a response.

1.8 ABBREVIATIONS

Abbreviations and acronyms are included in RFP Part II, Subsection 101-1.03, Definitions.

1.9 DEFINITIONS

Definitions are found in RFP Part II, Subsection 101-1.03, Definitions.

2 NOTICES, CONDITIONS, AND RFP ADMINISTRATION

2.1 NOTICES

1. The Contracting Agency is an Equal Employment Opportunity employer.
2. The Contracting Agency is subject to the public records statute codified under Alaska law (AS 09.25.110 et seq.). Any documents submitted in response to this RFP, except those designated and found to be confidential in accordance with RFP Part I, Section 3.4, Proprietary Information, will be open to public inspection and copying after Intent to Award is issued.
3. The Contracting Agency may preclude or disqualify a Proposer from participation in the Contract if the Proposer is deemed to have an unfair competitive advantage or a conflict of interest as stated in 2 AAC 12.935 (e) and (f). The Proposer, including all Entities in the Proposer's organization, shall voluntarily disclose to the Contracting Agency, in writing, any factors that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. Requests for clarification on this issue shall be made in writing to the Contracting Agency more than 10 Days prior to the Proposal Submittal Deadline.
4. The Contracting Agency may deem a Proposer non-responsive for any one of the following reasons, but is not limited in its analysis to the following:
 - Evidence of bid rigging or collusion, fraud, or dishonesty in the performance of previous contracts
 - More than one Proposal for the same Work from an individual, firm, or corporation under the same or different name
 - Submission of a conditioned Proposal
 - Failure to furnish the required documents

- Failure to complete the required documents in the manner directed
 - Unauthorized alterations made to the RFP documents
 - Failure to reimburse the State for monies owed on any previous contracts
 - Failure to submit evidence of registration and licensing
 - Failure to comply with the Contracting Agency's qualification requirements
 - Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a Proposal during a period of debarment
 - Failure to satisfy the responsibility standards set out in State regulations
 - Lack of legal capacity to contract
5. If it is discovered that a Proposer is in arrears on taxes due to the State, a Contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the Contract.
 6. Any Proposer listing as a member of the Proposer's team a current public officer or a former public officer who has left State service within the past two years must submit a sworn statement, in their Proposal, from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this Project. If a Proposer fails to submit a required statement, the Proposal may be deemed non-responsive or non-responsible, and rejected, depending upon the materiality of the individual's proposed position.

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

- that was under consideration by the administrative unit in which the officer served, and
- in which the officer participated personally and substantially through the exercise of official action, for two years after leaving State service. See AS 39.52.180(a). "Public officer" includes a State employee, a member of a State board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the State grant, contract, or lease in which the former public officer is involved.

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

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this Project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is

included in RFP Part I, Section 9, RFP Proposal Forms. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney, concerning the application of the Ethics Act to their participation in this Project. It is the responsibility of the individual and the Proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

2.2 CONDITIONS

1. If Proposers replicate (other than photocopy) RFP forms in lieu of completing the forms provided by the Contracting Agency in the RFP, the Proposers shall provide a signed certification that lists such forms and attests that they are exact replicas of the RFP forms issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration—other than the completion of the required forms—may be cause for rejection without recourse. Forms may be filled in electronically as long as the form itself is not altered.
2. Proposers may make no change to elements of their organization, including Major Participants, Specialty Subcontractors, and Key Personnel, except upon prior written approval of the Contracting Agency. Proposers shall request a change in organization at least 21 Days prior to the Proposal Submittal Deadline. Approval will not be granted if, in the Contracting Agency's sole judgment, the proposed change decreases the overall quality of the Proposal.
3. Proposers shall possess a current Alaska business license prior to submittal of Proposals. Proposers shall also be registered as a general contractor in accordance with AS 08.18 and 12 AAC 21 or licensed as an architect or engineer in accordance with AS 08.48 and 12 AAC 36. Both professional licensing and Contractor registration will be required for the appropriate entities and members of the Design-Builder's Project Team. Proposers may contact the Alaska Department of Community and Economic Development, Division of Occupational Licensing, at P.O. Box 110806, Juneau, AK 99811-0806, telephone number (907) 465-2550, or at Internet address <http://commerce.alaska.gov/dnn/cbpl/Home.aspx> for information. Satisfactory evidence of proper business and professional licensing shall be submitted on the provided forms in conformance with RFP Part I, Section 9, RFP Proposal Forms. Additionally, Section 12 AAC 12.020 (g) of the Alaska Administrative Code further specifies that the business license must be in the name of the company under which the Proposal is submitted.
4. Each Proposal shall contain a signed non-collusion affidavit, which is included on the Proposal forms for the Technical Proposal and the Price Proposal. The affidavit shall be signed by the Proposer and submitted with the required Proposal documents in conformance with RFP Part I, Section 9, RFP Proposal Forms.
5. The Design-Builder shall perform at least 30 percent of the Work with its own forces.

6. The Design-Builder shall be required to pay the prevailing wage as determined by the Alaska Department of Labor and Workforce Development. Any questions regarding the wage rates or other payroll requirements should be directed to the Alaska Department of Labor, Wage and Hour Administration, Labor and Safety Division, telephone number (907) 269-4900. The wage rates apply to the Construction phase of the Work and to any Work done during the warranty phase.
7. Labor for this Project must be paid at the prevailing wage rates listed in the Alaska Department of Labor & Workforce Development Laborers' & Mechanics' Minimum Rates of Pay Wage & Hour Administration Pamphlet No. 600. The issue of Pamphlet No. 600, State wage rates, that is in effect 10 Days before the Proposal Submittal Deadline will be the governing wage document. The Department will include a paper copy of the State wage rates in the signed Contract. The rates in this document will remain stable during the life of the Contract or for 24 calendar months, whichever is shorter. The date the prime contract is awarded is the date from which the 24 months will be counted. Upon expiration of the initial 24-month period, the latest wage rates issued by the Department shall become effective for a subsequent 24-month period or until the original Contract is completed, whichever occurs first. For access to Pamphlet No. 600, Proposers may contact the nearest office of the Division of Labor Standards & Safety, Wage & Hour office, or visit the Internet site at:
<http://labor.state.ak.us/lss/pamp600.htm>
8. The Design-Builder agrees that if it fails to complete the Work in accordance with the Contract Documents, the Contracting Agency will suffer losses and damages. Accordingly, the Design-Builder shall be assessed liquidated damages for failure to meet deadlines in the Contract. These damages are further specified in RFP Part II, Subsection 108-1.07, Failure to Complete on Time. The collection of liquidated damages shall not excuse the Design-Builder from liability from any other breach of Contract requirements, including failure of the Work to conform to the applicable requirements.

2.3 RFP ADMINISTRATION

2.3.1 Actions by the Contracting Agency

The Contracting Agency reserves the right, at its sole and absolute discretion, to:

- Reject any or all Proposals.
- Cancel, modify, or withdraw the entire RFP.
- Issue a new RFP.
- Modify the RFP process.
- Request subsequent Proposals from Proposers.
- Appoint an evaluation committee to review Proposals.
- Seek the assistance of outside technical experts in evaluating the Proposals.
- Accept other than the lowest Price Proposal.

- Waive all Proposal deficiencies, minor informalities, and irregularities not involving price, time of performance, or changes in the Work.
- Conduct discussions with individual Proposers in accordance with the RFP.

“Minor informalities” means matters of form rather than substance that are evident from the Proposal or are insignificant matters that have a negligible effect and can be waived or corrected without prejudice to other Proposers (2 AAC 12.990).

The RFP does not commit the Contracting Agency to enter into a Contract, nor does it obligate the Contracting Agency to pay for any costs incurred in conjunction with the Proposer’s independent site visits or preparation and submission of Proposals.

2.3.2 Not Used

2.3.3 Not Used

2.3.4 Not Used

2.3.5 Proposal Guaranty

The Proposal shall be accompanied by a Proposal Guaranty in the amount of 5 percent of the submitted lump sum price entered on Price Proposal Form. The Proposal Guaranty shall be in accordance with RFP Part II, Subsection 102-1.07, Proposal Guaranty, and shall be entered on Form 25D-14, provided in RFP Part I, Section 9, RFP Proposal Forms.

The Contracting Agency will reject as non-responsive any Proposal that does not comply with the Proposal Guaranty requirements.

2.3.6 Examination of RFP Documents and Site Visit

Before submitting a Proposal, it is the responsibility of each Proposer to:

- Thoroughly examine the RFP, all Contracting Agency-provided information identified in the RFP, and all addenda.
- Visit the Project site to become familiar with conditions that may affect the nature of the Proposal or the performance of the Work.
- Consider federal, State, and local laws and regulations that may affect the nature of the Proposal or performance of the Work.
- Study and carefully correlate the Proposer’s knowledge and observations with the RFP and any addenda. No relief will be granted for errors, omissions, or misinterpretations in the Proposer’s Proposal.

2.3.7 Interpretation of RFP Documents

Complete sets of the RFP must be used in preparing Proposals. Neither the Contracting Agency nor its consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the RFP. All questions shall be directed to the COAR, in accordance with RFP Part II, Section 102-1.04, Examination of Plans, Specifications, Special Provisions, and Work Site.

3 SUBMISSION, MODIFICATION, AND WITHDRAWAL OF PROPOSALS

3.1 SUBMISSION OF PROPOSALS

Proposers may submit bidding documents through email, mail or hand delivered.

One (1) copy of the Proposal and one (1) copy of the Price Proposal (Bid Schedule) shall be delivered in separate sealed packages or envelopes, marked on the outside to identify the Project name and number and the Proposer. Emailed submittals must be sent as two (2) separate emails with subject reference to the Project name and number and the Proposer. Bid Guaranty documents must be in original format and delivered to the address as stated in Form 25D-7.

A facsimile or other electronic submission of Proposals is not allowed. Proposers shall submit their Proposals on the required forms and with the required documents. Technical Proposals shall be enclosed in sealed envelopes clearly identified on the outside as "TECHNICAL PROPOSAL." The Price Proposal shall be in a separate sealed envelope, clearly identified on the outside as "PRICE PROPOSAL."

If the Proposal is sent through the mail or other delivery system, the sealed envelopes shall be enclosed in a separate envelope or box with "PROPOSAL ENCLOSED" clearly printed on the face of the outside envelope or box. Proposers are responsible for ensuring that their Proposals are received at the location and on or before the date and time specified. Proposals received after the Proposal Submittal Deadline will not be evaluated and will be returned to the Proposer unopened.

Proposals must be accompanied by the appropriate Proposal Guaranty in accordance with RFP Part I, Section 2.3.5, Proposal Guaranty. Separate submittal of Escrow Proposal Documents (EPDs) in accordance with RFP Part I, Section 4, Escrow Proposal Documents, is also required.

The Proposal of the apparent successful Proposer shall be incorporated into the Contract in accordance with RFP Part II, Subsection 101-1.03, Definitions, and RFP Part II, Subsection 105-1.04, Coordination of Contract Documents.

3.2 MODIFICATION OF PROPOSALS

Facsimile modification of Proposals is allowed in accordance with RFP Part II, Subsection 102-1.09, Withdrawal or Revision of Proposals.

3.3 WITHDRAWAL OF PROPOSALS

A Proposer may withdraw a Proposal after it has been deposited with the Contracting Agency, prior to the Proposal Submittal Deadline, in accordance with RFP Part II, Subsection 102-1.09, Withdrawal or Revision of Proposals.

The withdrawal of a Proposal will not preclude a Proposer from submitting a new Proposal prior to the Proposal Submittal Deadline. However, multiple Proposals for the Project from a single Proposer are not allowed.

3.4 PROPRIETARY INFORMATION

The Contracting Agency is subject to the public records statute codified under Alaska law (Alaska Statute §09.25.110 et seq.). Any documents submitted with a Proposal (except for those labeled as “Trade Secrets,” “Proprietary Information,” or “Confidential,” and such other records as are exempt by such statute) shall be open to public inspection and copying after the Intent to Award is issued. Proposers shall not identify the entire document or major sections as trade secrets or proprietary information, or to be confidential. Proposers should specifically identify any portion of a Proposal that they deem to contain trade secrets or proprietary information or to be confidential. Proposers will be required to provide written justification of why such material should not be disclosed by the Contracting Agency under the public records statute.

If a Proposer designates information included with its Proposal as trade secrets, proprietary information, or confidential and a request is filed seeking disclosure of that information, the Proposer shall agree to assist the Contracting Agency in responding to the request by reviewing the documents requested and confirming that the Proposer does not wish the Contracting Agency to make them public. Such Proposer shall agree to indemnify, defend, and hold the Contracting Agency harmless from all claims and demands (including attorney’s fees) asserted against the Contracting Agency that result from the Contracting Agency’s refusal to make the documents public. The Proposer also shall agree that if any judicial action is filed seeking disclosure of the information declared by the Proposer to be trade secrets, proprietary information, or confidential, the Contracting Agency may deposit the documents with the court and the Proposer shall defend in court its designation of the information.

Approaches, solutions, plans, and innovations submitted specifically to address information requested by the RFP shall be held confidential during the Proposal evaluation process; however, upon issuance of the Award of the Contract, the Contracting Agency may use information provided that directly relates to the Project, regardless of its designation by the Proposer.

4 ESCROW PROPOSAL DOCUMENTS

Escrow Proposal Documents (EPDs) shall be required. Proposers shall conform to Part II, Subsection 103-1.11.

5 PROPOSAL ACCEPTANCE

Only Proposals that are received prior to the Proposal Submittal Deadline will be evaluated.

6 SELECTION PROCESS

6.1 GENERAL

The following is an overview of the Selection Process. Proposers are required to submit a Proposal that has two components: a Technical Proposal and a Price Proposal.

6.2 CONTRACTING AGENCY ASSISTANCE

Contracting Agency assistance to the Proposers prior to submission of the Proposals may include:

- Responding to questions received.
- Modifying RFP documents through addenda as required.

6.3 ADDITIONAL FIELD WORK BY PROPOSERS

In order to develop detailed Proposals, the Proposers may need or wish to perform additional Project site investigations or site testing during the Proposal period. Proposers may perform additional site investigations or site testing subject to the Contracting Agency's current permit requirements. The Contracting Agency must receive a formal request from the Proposer to perform additional site investigations or site testing. A detailed plan of activities must be included in the formal request. Contracting Agency representatives have the right to be present for any such activities. The request must be received a minimum of 5 Days prior to the requested site investigations or testing. Requests shall be sent to the COAR.

The CDP and corresponding survey information were prepared at a preliminary level. The accuracy of the survey information is as stated in the survey. It is the responsibility of the Proposers to determine the amount of additional survey needed to prepare their Proposals (including estimates) adequately.

6.4 TECHNICAL PROPOSAL

Upon receipt of the Proposals, the Contracting Agency will perform an initial review of each of the Technical Proposals to evaluate if all the requirements of the RFP have been met. If concerns arise, the Contracting Agency, at its sole discretion, may contact the Proposer for Clarification. Comments will be limited to the following:

- Identification of areas in which the Technical Proposal appears to be unacceptable and inconsistent with the requirements of the RFP.

If a Technical Proposal appears to be unacceptable and inconsistent with the requirements of the RFP, the Contracting Agency may, at its sole discretion, contact the Proposer. If the Proposer provides a written statement that the Technical Proposal will meet the requirements of the RFP for the submitted lump sum price, the Proposal will be deemed Responsive for evaluation purposes. If the Proposer will not provide a written statement that the Technical Proposal will meet the requirements of the RFP for the submitted lump sum price, the Proposal will be deemed non-responsive and will not be evaluated. The Contracting Agency will not discuss quality differences of the Technical Proposals with Proposers.

Proposals deemed Responsive will be evaluated by the technical evaluation committee, and a Normalized Technical Proposal Score (NTPS) will be generated (see Part I, Section 8.4, Technical Proposal Evaluation).

6.5 PRICE PROPOSAL

After the Technical Proposals have been evaluated, the Price Proposals for all Responsive Technical Proposals will be publicly opened. Price Proposals that are not complete may be deemed non-responsive.

At the time of public opening, the cost score will be calculated in accordance with RFP Part I, Section 8.5, Price Proposal Evaluation.

7 PROPOSAL FORMAT AND CONTENTS

7.1 GENERAL

The Proposals shall provide the information requested in the RFP. They shall completely, concisely, and clearly demonstrate the Proposer's understanding and approach to the Work. The Proposals may consist of text, drawings, layouts, schematic drawings, photographs, graphs, tables, etc., to describe the Proposer's approach to the Project. The Proposals shall also include the properly executed required Proposal forms (see RFP Part I, Section 9, RFP Proposal Forms).

7.2 PROPOSAL FORMAT

All information in the Proposals shall be submitted in the required format presented in this section. This format is specified to ensure uniformity in responses to the RFP and to facilitate the review and evaluation of Proposals.

7.2.1 Technical Proposal

Proposal text, graphics, tables, and figures shall be produced on 8½- by 11-inch white paper, in a standard font and single spaced. Design drawings, conceptual layouts, and schematics shall be in 11- by 17-inch paper format. All Proposal material, including color photographs, renderings, etc., shall be securely bound if submitting by hard copy.

Technical Proposal response, excluding required forms, appendices, conceptual design drawings, schematics, and resumes, shall be **twenty-five (25) pages or fewer**. Each 11- by 17-inch page shall count as **two (2) pages** for the purposes of determining page count. Proposals that exceed the maximum page limit may result in disqualification.

The Proposer's complete response, including required forms and other information necessary for a complete Proposal submittal, shall be contained in one or more three-ring binders. Lettered or numbered tabbed dividers shall be provided for each section, with the subject indicated on each tabbed divider. Each page in each section shall be numbered consecutively.

Proposals shall be written in the English language. U.S. customary measurements and dimensions shall be used.

Proposers' Technical Proposals shall not include any conditions, exceptions, or unauthorized alterations of forms.

Regardless of the content of the Technical Solutions (see RFP Part I, Section 7.4.2), the successful Proposer shall remain responsible for ensuring that the Project requirements of the RFP are met. Acceptance of a Proposal will not constitute a waiver of these requirements.

7.2.2 Price Proposal

The Price Proposal shall be submitted on the Contracting Agency form supplied with the RFP (see RFP Part I, Section 9, RFP Proposal Forms). The items required for the Price Proposal shall be enclosed together in a separate sealed package marked on the outside to identify it as "PRICE PROPOSAL" and to indicate the Project name, Project number, and name of the Proposer.

Proposers' Price Proposals shall not include any conditions, exceptions, or unauthorized alteration of forms.

7.3 PROPOSAL CONTENTS

The required Proposal contents are summarized below. Proposals shall be organized in the order shown below, and each section shall be clearly identified and titled.

Proposers shall submit the required forms, as specified below, with their Technical Proposal and Price Proposal. Proposers shall verify that the required submittals, forms, letters, and certificates are included with the Technical Proposal and Price Proposal. Proposers who fail to submit the required items with their Technical Proposal and Price Proposal may be deemed non-responsive, and their Proposals may be rejected.

7.3.1 Technical Proposal

The Technical Proposal shall contain the information requested in the RFP, organized into the following sections:

- Forms:
 - Former Employee's Certification of Eligibility (if applicable)
- Understanding and Approach Plan
- Technical Solutions
- Staffing Plan
- Enhancements
- Alaska Offeror Preference

7.3.2 Price Proposal

The Price Proposal shall include the required documents listed on Form 25D-4 (8/01), located in RFP Part I, Section 9, RFP Proposal Forms.

7.4 PROPOSAL EVALUATION CRITERIA

The following describes the six technical evaluation criteria for the Technical Proposal:

- Project Understanding and Approach Plan
- Technical Solutions
- Staffing Plan
- Enhancements
- Alaska Offeror Preference

The scoring of each of these criteria is presented in RFP Part I, Section 8.4, Technical Proposal Evaluation.

7.4.1 Project Understanding and Approach Plan

The Proposer shall submit a Project Understanding and Approach Plan in narrative form and shall include, at a minimum, a description of the component plans and factors listed below. This plan shall focus on the Proposer's intended approach, management, Project controls, problem solving, ability to make adjustments, and reporting for the various activities. The technical solutions shall be presented as described in RFP Part I, Section 7.4.2.

A. Project understanding – Present the Proposer's understanding of the Project goals, constraints, and current development status, and shall explain how these factors affect proposed solutions. Address the scope of activities necessary to complete the Project according to the requirements.

B. Approach – Provide a narrative plan for implementing the proposed solutions. Address the lines of authority, Project controls, methods of dealing with design changes and remedial Work. Also address coordination with local, State, and federal agencies as well as local businesses, and the public. Address design, Construction, and quality approach and the type and amount of Contracting Agency interaction. Briefly address whether the proposed approach includes co-location of design, Construction, Independent Quality Firm (IQF) and Contracting Agency review staff, and the extent of the proposed co-location, if any. Discuss methods to provide additional capacity, limitation of long-term maintenance costs, limitations of traffic disruptions, and other significant factors affecting the success of the Project. Include at least the following multiple component plans and topics:

- Schedule and schedule narrative
- Subcontracting Plan
- Safety Plan
- Quality Plan
- Disputes Escalation and Resolution Plan

The Proposer shall also add narrative on other significant factors that the Proposer deems are necessary to Project success. Additional requested detail for each of these areas is presented below.

Schedule and Schedule Narrative – Present the proposed baseline Critical Path Method (CPM) schedule for the Project in Primavera electronic native file format and graphical format in an appendix. Schedule submittal shall conform to the following:

- Utilize Primavera P6 Version 8.2 native format.
- Show maximum duration for activities, except time-spanned administrative activities, shall be 15 Working Days.
- Show all activities related to the Contract scope of services; include design, procurement, reviews, and other long-lead items.
- Show each activity's scheduled start and end dates, duration, total, and free float.

- Show activities by others in contrasting format.
- Show the Critical Path in contrasting format.
- Demonstrate that the Contract Work will be complete by the Completion Date stated elsewhere in the Contract Documents.

Provide a schedule narrative addressing significant dependencies, the Critical Path, and other activities or paths that are close to critical; also discuss means of schedule recovery in case of delays.

Subcontracting Plan – Provide a narrative plan describing the amount and type of subcontracting, proposed Specialty Subcontractors and their anticipated activities.

Safety Plan – Provide a summary narrative of the Proposer’s approach to safety. In an appendix, provide a detailed outline of the proposed safety plan for the forces under control of the Proposer that addresses all aspects of Project scope.

Quality Plan – Provide a summary narrative of the Proposer’s approach to ensuring and documenting quality for all aspects of Project scope. Address communications and transparency of process for the Owner, and address Owner access to Project documentation. Also address role and authority of quality personnel on the Project, implementation of the quality plan during both design and Construction phases, internal quality control activities, as well as Independent Construction Quality Firm (ICQF) and Independent Design Quality Firm (IDQF) roles and authority, role of Contracting Agency acceptance activities, and nonconformance resolution. In an appendix, provide a detailed outline of the proposed quality plan that addresses all aspects of Project scope.

Disputes Escalation and Resolution Plan – Address proposed methods for identifying, documenting, and resolving disputes that arise on the Project; include discussion of lines of communication, particularly between the Proposer, entities within the Proposer’s organization, the ICQF, the IDQF, and the Contracting Agency. Address the administrative levels of communication, and timelines for escalation or resolution, as well as the practicality of the proposed methods and timelines in the Construction environment.

7.4.2 Technical Solutions

The Proposer shall submit a Technical Solutions narrative that demonstrates the Proposer’s technical solutions that meet Project requirements and goals. In an appendix, provide a concept-level design that graphically illustrates the Proposer’s technical solutions. Address at least the following in the narrative response and show appropriately in the graphical response:

- A. Bridge Design, including methodology, reviews, flood zone impacts and mitigation.
- B. Alignment geometry. Discuss use of retaining structures, interim and final configurations, and drainage considerations.

- C. Other Construction issues such as waste disposal and haul of excess excavation materials; if applicable provide in an appendix landowner agreements for disposal of waste excavation.
- D. Construction access and haul routes (may also be graphically depicted in the concept-level design); address potential for grade separation for Construction access and/or haul routes.

7.4.3 Staffing Plan

The Proposer shall submit a Staffing Plan, which, at a minimum, shall discuss the following:

- Summary of design, Construction, and quality staffing during the Project. Discuss locations and interactions between design and Construction staff. Will portions of the design be completed off-site or outside of Alaska? Discuss commitment of staff to the Project and staff turnover.
- Key interactions with the Department, especially as regards plan reviews for bridge, lighting and signing, pavement marking, and MOT; address how the proposed Staffing Plan optimizes these interactions
- An organizational chart showing all Key Personnel of the design, construction, and quality staff
- Percentage of commitment of personnel for the Project phase to which they are assigned
- Roles and responsibilities of each sub-organization

7.4.4 Enhancements

The Proposer shall submit a narrative that describes in detail Proposer's enhancements to add value to the Contracting Agency in achieving Project goals. Enhancements may include geometrical changes or unique methods or approach that add value to the Project. Below is a non-prioritized list of areas where the Contracting Agency believes that enhancements could be accomplished; however, the Proposer is not limited to these areas in proposing innovative solutions.

- Aesthetic features
- Work that facilitates Stage 2 access and construction activities.

7.4.5 Alaska Offeror Preference

In accordance with 2 AAC 12.260(d), and 2 AAC 12.260(e), the RFP includes an Alaska Bidder preference and an Alaska Offeror preference. To be granted these preferences, Proposers must meet the following requirements:

A. Requirements. The response must describe how the Proposer meets all of the following requirements in accordance with AS 36.30.170(b):

1. The Proposer holds a current Alaska business license.
2. The Proposal was submitted under the name as appearing on the Proposer's current Alaska business license.

3. The Proposer has maintained a place of business within Alaska, staffed by the Proposer's firm or an employee of the firm, for a period of six months immediately preceding the date of submission of the Proposals.
4. The Proposer's firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of the State of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of the State of Alaska, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the State of Alaska.
5. If the Proposer is a Joint Venture, it is composed entirely of Entities that qualify under the preceding requirements 1 through 4.

B. Evaluation and Scoring. The Alaska Offeror Preference will be evaluated and scored as indicated in RFP Part I, Section 8.4, Technical Proposal Evaluation. The Alaska Bidder Preference will be evaluated and scored as indicated in RFP Part I, Section 8.5, Price Proposal Evaluation.

7.5 PRICE PROPOSAL

The Price Proposal shall include the following forms, in the order shown:

- Price Proposal Form
 - Proposers shall include all costs for engineering, labor, subcontracts (including the IDQF and ICQF), equipment, and materials to design, construct, and warranty the Project to meet the RFP requirements, with a full obligation to construct the Project.
- Proposal Guaranty Form 25D-14 – The penal sum of bond (five percent of the lump sum price) shall be based on the total bid price shown on Price Proposal.

The Price Proposal will be examined and evaluated separately from the Technical Proposal. As a result, Proposers are responsible to ensure that the pricing information appears only in the Price Proposal submittal. Numerical calculations using the Price Proposal conducted for evaluating the best value Proposer, as described in RFP Part I, Section 8.5, Price Proposal Evaluation, will not result in adjustments to the Price Proposal for purposes of Award.

8 PROPOSAL EVALUATION PROCESS

8.1 GENERAL

The Contracting Agency has developed an evaluation and selection process for the Project. Proposals will be evaluated by the evaluation committee. The Contract Award is to be based on the "best value" (highest final Proposal score) to the Contracting Agency considering price, technical factors, and Alaska Bidder/Offeror status.

8.2 CONFIDENTIALITY OF INFORMATION

The evaluation committee's deliberations will be held in confidence. Records of the deliberations will be available after the Intent to Award is issued.

8.3 EVALUATION AND SELECTION PROCESS

The evaluation and selection procedure will involve the following steps:

1. The Contracting Agency will receive the Proposals and review the Technical Proposals for compliance with the RFP requirements. At its sole discretion, the Contracting Agency may request clarification and/or a statement from a Proposer that their Proposal complies with the requirements of the RFP, as described in RFP Part I, Section 7.4.2, Technical Solutions. If the Technical Proposal appears Responsive, it will be evaluated as set forth below in RFP Part I, Section 8.4, Technical Proposal Evaluation.
2. The technical evaluation committee will review the Technical Proposals, score them, and develop the NTPS.
3. The Proposal prices will be publicly opened.
4. The Proposal prices will be used to develop the cost score.
5. The Contracting Agency will calculate the final Proposal score, calculate the best value in accordance with RFP Part I, Section 8.6, best value determination, and announce the apparent successful Proposer.
6. Proposals exceeding the Contract cap amount shall be considered non-responsive.

8.4 TECHNICAL PROPOSAL EVALUATION

The evaluation committee will evaluate the Technical Proposals individually and will score them based on five technical criteria and the Alaska Offeror Preference, discussed in RFP Part I, Section 7.4, Proposal Evaluation Criteria. The technical evaluation criteria and the maximum points available under these technical criteria are shown in the table below. Each criterion has an assigned maximum number of points representing its relative importance.

Table 8-1 RFP Technical Evaluation Criteria

No.	RFP Technical Evaluation Criteria	Possible Points
1	Project Understanding and Approach Plan	30
2	Technical Solutions	30
3	Project Staffing Plan	20
4	Project Enhancements	10
5	Alaska Offeror Preference	10

The evaluation of responses will result in a numerical score for each Technical Proposal. The maximum score obtainable for any Technical Proposal is equal to the product of 100 multiplied by the number of evaluators.

The Technical Proposals will be scored as follows:

1. Evaluators will examine each Proposer's Technical Proposal for compliance with the submittal requirements.
2. At its sole discretion, the Contracting Agency may request clarifications and/or a statement from a Proposer that their Proposal complies with the requirements of the RFP, as described in RFP Part I, Section 7.4.2, Technical Solutions.
3. Evaluators will individually rate each Technical Proposal. The maximum possible score is the total number of points available for each Technical Proposal evaluation criterion. A rating of zero for any of the criteria indicates that a response does not satisfy the Technical Proposal evaluation criterion. A rating of the maximum possible score may or may not be assigned to a Technical Proposal.
4. The response for evaluation criterion 6, Alaska Offeror preference, will be scored by assigning a maximum of 10 points to Proposers who are Alaska Offerors as defined in the RFP and assigning a score of zero to Proposers who are not Alaska Offerors as defined in the RFP. This determination will also affect the Price Proposal scoring (see RFP Part I, Section 8.5, Price Proposal Evaluation).
5. After completing the individual ratings, the evaluation committee will meet to discuss the RFP Proposals. Evaluators may alter their ratings during the meeting; however, any changes will be based on the material presented in the Proposal and the Proposal evaluation criteria.
6. Evaluators may discuss factual knowledge of and may investigate Proposers' and proposed Subcontractors' prior work experience and performance, including projects referenced in the Proposal.
7. Evaluators may contact listed references or other persons knowledgeable of a Proposer's and/or a Subcontractor's past performance. If issues of significant concern are discovered, the evaluation committee, at its sole discretion, may either reduce the score for that criterion or request that the Proposer clarify the issue of concern.
8. The total score for each Proposer will be obtained by summing the scores determined for each Technical Proposal evaluation criterion from each evaluator.
9. Technical Proposals that receive a score of zero from all evaluators for any one evaluation criterion, except for evaluation criterion 6, Alaska Offeror preference, will be considered non-responsive.
10. The overall Technical Proposal score for each Responsive Proposer will be normalized. The NTPS will be calculated as follows:

$$\text{NTPS} = \frac{\text{(Proposer's Technical Proposal score)}}{\text{(highest Technical Proposal score)}}$$

8.5 PRICE PROPOSAL EVALUATION

The Price Proposals will be evaluated as outlined below:

1. For purposes of scoring only, the following adjustments will be made to the lump sum price for:
 - Alaska Bidder preference – five (5) percent of lump sum price
 - Alaska Veteran-Owned Business preference – five (5) percent of lump sum price, not to exceed \$5,000 (attach Alaska Veteran's Preference Affidavit if applicable)
 - Alaska Military Skills preference – two (2) percent of the lump sum price, not to exceed \$5,000 (attach Military Skills Preferences Certification Form if applicable)
 - Alaska Products preference – as indicated on the Alaska Products Preference Worksheet Instructions (attach Alaska Products Preference Worksheet if applicable)
2. The adjustment to the submitted lump sum price made for purposes of scoring will not affect the Contract Price, should the Contract be awarded.
3. Adjustment for Alaska Bidder preference – The qualifications for an Alaska Offeror and an Alaska Bidder preference are the same. The Alaska Offeror preference is calculated for the Technical Proposal, and the Alaska Bidder preference is calculated for the Price Proposal.
4. If, the Proposer qualifies for an Alaska Bidder preference, Alaska Veteran-Owned Business preference, Alaska Military Skills preference, and/or Alaska Products preference, they will be applied as indicated on Price Form PP-1 and the adjusted basic Bid amount will be used in the cost score.
5. The submitted lump sum price, after the adjustment(s) are made, shall be called the “adjusted lump sum price.”
6. Scores will be calculated as follows:
$$\text{Adjusted cost score (ACS)} = \frac{(\text{lowest adjusted lump sum price})}{(\text{Proposer's adjusted lump sum price})}$$

8.6 BEST VALUE DETERMINATION

An aggregate final Proposal score will be calculated by combining the scores from the technical and price evaluations as follows:

$$\text{Final Proposal score} = [(0.50 \times \text{NTPS}) + (0.50 \times \text{ACS})] \times 100$$

If the Contract Award is in the best interests of the Contracting Agency, the Contracting Agency will issue a Notice of Intent to award to the Proposer with the highest final Proposal score. It should be noted that this method of Proposer selection may or may not result in an Award being made to the Proposer providing the lowest Price Proposal.

9 RFP PROPOSAL FORMS

9.1 GENERAL

Required forms are broken into the following categories:

1. 2. Forms required for Technical Proposal. These are forms that must be (a) either submitted with the Proposal or (b), in the case of the Escrow of Proposal Documentation Affidavit, must be submitted within the time limit indicated in Part I, Section 4.
3. Forms required for Price Proposal. These are forms that must be submitted with, and that constitute the Price Proposal.
4. Forms required after notice of apparent successful Proposer. These are forms that must be completed and submitted within five days after receipt of written notification.
5. Forms required for award of Contract and Notice to Proceed. These are forms that must be submitted after receipt of notice of intent to award in accordance with RFP Part I, Section 2, and RFP Part II, Sections 102 and 103, as part of the award of the Contract.

The Proposer is cautioned that the included forms are the forms to be used for the Selection Process, in submission of the Technical and Price Proposals, and for Contract Award.

During the performance of the Contract, the Design-Builder will be required to execute and submit other forms relating to such things as trainee utilization, warranty bond, Release for Final Payment, and others. The Design-Builder is referred to the Alaska Department of Transportation and Public Facilities (DOT&PF) *Alaska Construction Manual*, March 2023 edition, and related construction forms available at the DOT&PF internet site: <http://www.dot.state.ak.us/stwddes/dcspubs/forms.shtml#>

The Contracting Agency reserves the right to modify forms at any time. Forms that are contained in this RFP, will if modified, be reissued by addendum. Modification of other required forms, following the award of the Contract, may be undertaken by the Contracting Agency at its discretion. Current versions of the forms are available through the COAR upon request.

A summary of the required forms appears on the next page.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
REQUIRED FORMS
Cascade Point Ferry Terminal – Stage 1 Design Build
Project No. HSHWY00015

Required for Proposal. Proposals will not be considered if the following documents are not completely filled out and submitted on the Proposal due date, with the exception of Form EPD, which shall be submitted in accordance with RFP Part I, Section 4, Escrow Proposal Documents:

Technical Proposal

1. Former Employee's Certification of Eligibility (If applicable)

Price Proposal

1. Price Proposal Form
2. Proposal Guarantee Form 25D-14
3. Bid Modification Form 25D-16
4. Alaska Bidder Preference Certification (if applicable) Form 25D-19
5. Alaska Veteran Preference Certification (if applicable) Form 25D-17
6. Alaska Product Preference Certification (if applicable) Form 25D-20
7. Alaska Military Skills Preference Certification (if applicable) Form 25D-21

Required as follows after Receipt of Proposals:

1. All Proposers shall submit the following within 5 business days after proposal due date:
 - a) Escrow of Proposal Documentation Affidavit(s) Form EPDA

Required for Award of Contract. To be awarded the Contract, the successful Proposer must completely fill out and submit the following documents within the time specified in the Intent to Award letter.

1. Construction Contract Form 25D-10A
2. Payment Bond Form 25D-12
3. Performance Bond Form 25D-13
4. Certificate of Insurance from carrier (see RFP Part II, Section 103)
5. Bidder Registration Form 25D-6

Required during performance of the Contract. The Design-Builder is required to complete and submit various forms during performance of the Contract as indicated in the current version of the DOT&PF *Alaska Construction Manual*.

9.1.1 Technical Proposal Form

The following Department-supplied forms must be included with the Technical Proposal.

Former Employee's Certification of Eligibility (if applicable)

9.1.2 Price Proposal Forms

Following are the Department-supplied forms (as listed and ordered on the “Required Documents” notice in Part I, Section 9.1) that must be included with the Price Proposal.

- | | |
|---|-------------|
| 1. Price Proposal Form | |
| 2. Proposal Guarantee | Form 25D-14 |
| 3. Bid Modification (if applicable) | Form 25D-5 |
| 4. Alaska Bidder Preference Certification
(if applicable) | Form 25D-19 |
| 5. Alaska Veteran Preference Certification
(if applicable) | Form 25D-17 |
| 6. Alaska Product Preference Certification
(if applicable) | Form 25D-20 |
| 7. Alaska Military Skills Preference Certification
(if applicable) | Form 25D-21 |

9.1.3 Forms Required After Receipt of Proposals

1. All Proposers shall submit the following within 5 business Days after Proposal due date:
 - a) Escrow of Proposal Documentation Affidavit(s) Sample attached

9.1.4 Forms Required for Award of Contract

The following are the Department-supplied forms that must be submitted in accordance with the specifications prior to award of the Contract:

- | | |
|-----------------------------------|--------------------------|
| 1. Design & Construction Contract | Form 25D-10A |
| 2. Payment Bond | Form 25D-12 |
| 3. Performance Bond | Form 25D-13 |
| 4. Certification of Insurance | RFP Part II, Section 103 |
| 5. Bidder Registration | Form 25D-6 |

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

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

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

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

[name of former state employee]

STATE OF ALASKA)
) ss.
_____) JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My commission expires: _____

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

PRICE PROPOSAL

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Bid Forms - As Advertised

Bid Cover Sheet

Letting ID: HSHWY00015

Proposal ID: HSHWY00015

CASCADE POINT FERRY TERMINAL STAGE 1 DESIGN BUILD

Project ID(s):
HSHWY00015

Company Name

Company Address

Phone Number

Email

Bid Schedule - As Advertised**Section 1 - Basic Bid**

Prop Line #	Item Number	Item Description	Quantity	Unit	Unit Bid Price	Amount Bid
10	999.9999.9996	DB Change Contingency	All Required	Contingent Sum	Contingent Sum	\$3,000,000.00
20	999.9999.9999	DB Project Basic Bid	All Required	Lump Sum	Lump Sum	

Total Bid: _____

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID SCHEDULE INFORMATION - As Advertised

CASCADE POINT FERRY TERMINAL STAGE 1 DESIGN BUILD

Proposal ID: HSHWY00015

Bidders Please Note: Before preparing this Bid Schedule read carefully the Invitation to Bid.

The Bidder shall insert a unit bid price or a lump sum price in figures for each pay item in the bid schedule. The estimated quantity of work for payment on a lump sum basis will be "all required" and as further specified in the contract documents.

Wherever a contingent amount is shown for any item in this bid schedule such amount shall govern and be included in the bid total.

The bidder shall insert a price for each pay item listed below. Type or print legibly.

Additional information, including the basis of award, can be found in the Specifications, Information to Bidders, General Provisions, and General Conditions, as applicable.

Conditioned or qualified bids will be considered nonresponsive.

STATE OF ALASKA**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES****BID ATTACHMENTS - As Advertised****CASCADE POINT FERRY TERMINAL STAGE 1 DESIGN BUILD****Proposal ID: HSHWY00015**

It is the bidder's responsibility to ensure all documents required for this proposal per the Required Documents form have been attached. If submitting manually, all attachments must be printed and submitted with the bid. For multiple-project bid openings, if allowed by the specifications, bidders may attach the referenced statement to disqualify their successful bids. Scanned copies of a bid guaranty will not be accepted as an attachment to your ~~electronic bid submittal~~ and your bid will be found nonresponsive. A bid guaranty ~~other than electronic bond verification through SurePathNetwork or Surety2000 with a valid Bond ID~~ must be hand delivered or mailed to the designated regional contracts office and received before the time specified in the Invitation To Bid.

STATE OF ALASKA**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES****ADDENDA ACKNOWLEDGMENT - As Advertised****CASCADE POINT FERRY TERMINAL STAGE 1 DESIGN BUILD****Proposal ID: HSHWY00015**

An addendum is a clarification, correction, or change to the plans, specifications, or other documents in the bid package issued graphically or in writing by the Department after the advertisement but prior to bid opening.

The bidder can view, download, and print addenda from the AKDOT&PF's BidExpress Proposal page. The bidder is solely responsible for obtaining, reviewing, applying and acknowledging all addenda. Bidder's failure to acknowledge all addenda that the Department has issued for this advertisement may cause the Department to reject the bid as nonresponsive.

The Undersigned acknowledges receipt of the following addenda (give number and date of each).

Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)
Addendum Number:	Date Issued:	/	/	(MM/DD/YYYY)

Additional Addenda Acknowledgment (if required): [Addendum XX, MM/DD/YYYY]

STATE OF ALASKA**DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES****BIDDER'S ACKNOWLEDGMENT & CERTIFICATION - As Advertised****CASCADE POINT FERRY TERMINAL STAGE 1 DESIGN BUILD****Proposal ID: HSHWY00015**

The undersigned bidder acknowledges that:

1. It has carefully examined the bid package; the Department has afforded the bidder sufficient opportunity to examine the site of the work; it is familiar with regulatory and construction-related code requirements that may affect cost, progress, and performance of the work; and it possesses sufficient information to formulate its bid for performance of the project according to the terms and conditions of the bid package;
2. The quantities, where specified in the bid schedule or on the plans for this project, are approximate only and subject to increase or decrease and the undersigned bidder is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the bid package;
3. If the Department accepts its bid, the bidder will execute the advertised contract and provide required bonds within the time and in the amount specified in the Invitation to Bid; if the bidder fails to do so, it further agrees that it will forfeit its bid bond to the Department as liquidated damages and that the Department may award the contract to another bidder;
4. If the Department awards the bidder the advertised contract, the bidder will furnish and deliver all materials and do all work and labor required for the timely completion of the project according to the plans and specifications and for the amount and prices stated in its bid schedule, which is made a part of this bid; and
5. In a matter relating to a procurement or a contract claim, it is unlawful for a person to make a misrepresentation to the State through a trick, scheme, or device. AS 36.30.687.

By applying my signature below, I certify under penalty of perjury that:

1. The undersigned bidder has not made a misrepresentation to the Department in connection with this procurement;
2. Consistent with 2 AAC 12.800, the undersigned bidder has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. This bidder, its employees, and its agents have not divulged the contents of this proposal to any person who is not an employee or agent of the bidder or the surety furnishing bond(s) for bidder on this project; nor will they divulge such contents before the Department's public opening of bidder's proposal; and
3. I am the duly appointed representative of the undersigned bidder, who has authorized and empowered me to legally bind it concerning this bid proposal.

Company Name

Company Address

Phone Number

Email

Signature

Printed Name and Title

/ / (MM/DD/YYYY)

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID BOND

For

Project Name and Number

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate
Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

Surety A	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety B	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety C	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID MODIFICATION

Cascade Point Ferry Terminal Stage 1 - Design Build, Project No. HSHWY00015

Project Name and Number

Modification Number: _____

Note: Use this form to modify Manual (paper) bids only.

- Group items and provide subtotals by bid schedule section.
- All revisions shall be made to the unadjusted bid amount(s).
- Changes to the adjusted bid amounts will be computed by the Department.

[illegible]

TOTAL REVISION: \$ _____

Name of Bidding Firm

Responsible Party Signature

Date _____

This form may be duplicated if additional pages are needed.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

ALASKA BIDDER PREFERENCE CERTIFICATION

In response to the advertised procurement for:

Project Name and Number: Cascade Point Ferry Terminal - Stage 1 Design Build, Project No. HSHWY00015

Bidder/Proposer (company name): _____

Operation of Alaska Bidder Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.990(2), if a bidder is an eligible "Alaska Bidder", the Department will apply a five percent preference to the price of the bidder's proposal.

Instructions regarding Alaska Bidder Preference

A bidder that claims the Alaska Bidder Preference must review and then certify that each statement appearing under the heading "Alaska Bidder Certification" is true. The individual that signs the certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit a signed certification, the Department will not apply the claimed preference.

Alaska Bidder Certification

The bidding entity for which I am the duly authorized representative:

- (A) Holds a current Alaska business license;
- (B) Is submitting a bid or proposal for goods, services, or construction under the name appearing on the bidder's current Alaska business license;
- (C) Has maintained a place of business in the State staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the proposal;
- (D) Is incorporated or qualified to do business under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06, or AS 32.11 and all partners are residents of the State; and
- (E) If a joint venture, is composed entirely of ventures that qualify under the four preceding paragraphs of this Alaska Bidder Certification.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal, and that the foregoing statements are true and correct.

By (signature)

Date

Printed name

Alaska Business License Number

Title:



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**ALASKA VETERAN PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number Cascade Point Ferry Terminal - Stage 1 Design Build, Project No. HSHWY00015,

Bidder (Contractor) _____

Operation of Alaska Veteran Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.321, an eligible entity receives a five percent preference to the price of in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

1. an "Alaska Veteran";
2. a "Qualifying Entity"; and
3. an "Alaska Bidder".

Unless a bidder satisfies all three requirements and furnishes corresponding certifications, it is not eligible for the Alaska Veteran Preference. This preference may not exceed \$5,000.

Instructions regarding Alaska Veteran Preference

A bidder that claims the Alaska Veteran Preference must review and complete the "Alaska Veteran Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include his/her printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit properly completed certifications, the Department will not apply the claimed preference.

Alaska Veteran Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Veteran status. If bidder is a partnership, limited liability company, or corporation, then a majority of partners, members, or shareholders who are Alaska Veterans must sign this Alaska Veteran Certification for the Bidder to be eligible for this preference.)

I hereby represent to the Department that:

I served in the armed forces of the United States, a reserve unit of the United States armed forces, the Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

I was separated from service under a condition that was not dishonorable; and

I am Alaska resident in that I am physically present in the State of Alaska with the intent to remain in the State indefinitely and to make a home in the State.

I certify under penalty of perjury that the foregoing statements are true and correct as they apply to me.

By (signature)

Date

Printed name

Title

Qualifying Entity Veteran Certification

The bidding entity for which I am the duly authorized representative is a:

(Check the appropriate box)

- ☐ sole proprietorship owned by an Alaska Veteran;
- ☐ partnership under AS 32.06 or AS 32.11 and a majority of the partners are Alaska Veterans;
- ☐ limited liability company organized under AS 10.50 and a majority of the members are Alaska Veterans;
or
- ☐ corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning the proposal and that the statement I have acknowledged above by checking the appropriate box is true and correct.

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

(To complete your claim for the Alaska Veteran Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the AKDOT&PF's Bid Express Proposal page.)

(See Reverse Side for Instructions)

Bid Phase: _____ Bidder: _____

1. This worksheet accurately reports the type and quantity of product(s) that: (a) qualify for application of the Alaska Product Preference under AS 36.30.321 *et seq.* and (b) this bidder will use in performing the advertised project, if awarded the contract; and
2. All listed product(s) are specified for use on the project and will be permanently incorporated; and
3. I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning its proposal.

Date _____

PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTION AMOUNT
TOTAL				

INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurements, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. To be considered for the Alaska Product Preference, each product listed by the Bidder on this worksheet must have current certification from the Alaska Products Preference Program at the time of Bid Opening or the proposal due date. A product with expired certification at the bid opening or proposal due date will not be considered eligible. Products that are not specified for use on the project will not be considered eligible.

The Alaska Product Preference Program List of certified products is available online at:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx> or may be obtained by contacting Dept. of Commerce & Economic Development Alaska Division of Community and Regional Affairs, Alaska Products Preference Program, 550 W. 7th Ave., Suite 1650, Anchorage AK 99501-3510; Phone: (907) 269- 4501 Fax: (907) 269-4563, E-mail: madeinalaska@alaska.gov

BIDDERS INSTRUCTIONS:

A. General. The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidder's entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.

B. Form Completion – BASIC BIDS.

- (1) Enter project number and name, the words "Basic Bid" and the CONTRACTOR'S name in the heading of each page as provided.
- (2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows.
- (3) For each suitable product submitted under the "Basic Bid" enter:
 - The product name, generic description and its corresponding technical specification section number under the heading "PRODUCT",
 - The company name of the Alaska producer under the heading "Manufacturer", and
 - The product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the "CLASS/% heading.
- (4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
 - Under the heading "TOTAL DECLARED VALUE" the manufacturer's quoted price of the product, (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charges of incorporating the product into the Work,) and
 - The resulting preference – i.e. the preference percentage times the total declared value amount – under the heading "REDUCTION AMOUNT".
- (5) Continue for all "suitable" basic bid products. If the listing exceeds one page enter the words "Page # ___ SUB" in front of the word "TOTAL" and on the first line of the following pages enter "SUBTOTAL OF REDUCTION AMOUNT FROM PREVIOUS PAGE".
- (6) On the final page of the listing enter "BASIC BID PREFERENCE GRAND" immediately before the word "TOTAL".
- (7) Total the entries in the "REDUCTION AMOUNT" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
- (8) Compute a Grand Total for the Basic Bid Preference. Enter the amount on the final page of the worksheet. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Basic Bid Schedule.) Submit worksheet(s) with the Bid Schedule.

C. Form Completion – ALTERNATE BIDS.

- (1) Enter project number and name, the words "ALTERNATE BID #___", and CONTRACTOR'S name in the heading of each page as provided.
- (2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #___", and repeat procedures 2 through 5 under part B these Bidder's instructions except that references to "Basic Bid" shall be replaced with the words "Alternate Bid #___".
- (3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #___ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "REDUCTION AMOUNT" column.
- (4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS:
- (5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Basic Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Pre-hung doors by Alaska Door Co., Anchorage.") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NON-APPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on his basic bid as a result of that product, then the applicable entries under the headings "TOTAL DECLARED VALUE" and "REDUCTION AMOUNT" (for each product and from the basic bid listing) shall also be entered into the corresponding headings of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the basic bid listing) may be "pro-rated" or as otherwise substantiated.
- (6) Following the listing of all non-applicable Alaska products enter the words "NON-APPLICABLE PRODUCTS PREFERENCE FROM BASIC BID ___ SUBTOTAL" and enter a subtotal amount for all non-applicable products listed. Subtotal amount to be determined by adding all non-applicable entries in the "REDUCTION AMOUNT" column.
- (7) At the bottom of the final page enter the words "ALTERNATE BID #___ PREFERENCE GRAND" immediately before the word "TOTAL".
- (8) Compute a Grand Total for the Alternate Bid Preference (for Alternate #___) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: When solicitations require written bids this amount should also be entered on line "C" of the Alternate Bid Schedule.) Submit separate worksheet(s) with each Alternate Bid



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

**ALASKA MILITARY SKILLS PREFERENCE
CERTIFICATION**

In response to the advertised procurement for:

Project Name and Number Cascade Point Ferry Terminal - Stage 1 Design Build, Project No. HSHWY00015,

Bidder (Contractor) _____

Operation of Alaska Military Skills Preference

Procurement preferences under the Alaska Procurement Code are benefits that the State grants only to qualified bidders. Under AS 36.30.321, an eligible entity receives a two percent preference to the price in the bidder's proposal if the bidder meets three requirements.

The bidder must be:

1. a "Qualifying Entity"; and
2. an "Alaska Bidder"

Unless a bidder satisfies all these requirements and furnishes corresponding certifications, it is not eligible for the Alaska Military Skills Preference. This preference may not exceed \$5,000.

Instructions regarding Alaska Military Skills Preference

A bidder that claims the Alaska Military Skills Preference must review and complete the "Alaska Military Skills Certification", the "Qualifying Entity Certification", and the "Alaska Bidder Certification". The individual that signs a certification shall include their printed name and position within bidder's organization, *e.g.*, sole proprietor, partner, etc. If a bidder fails to submit properly completed certifications, the Department will not apply the claimed preference.

Alaska Military Skills Certification

(To be completed by individual(s) upon whom the bidder relies in claiming the Alaska Military Skills status. If bidder is a partnership, limited liability company, or corporation, then employee(s) who are claiming Alaska Military Skills must sign this Alaska Military Skills Certification for the Bidder to be eligible for this preference and provide proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321).

I hereby represent to the Department that:

I have one or more employees who are currently enrolled in, or have graduated within the past two years from, a United States Department of Defense SkillBridge or United States Army Career Skills Program. These programs provide service members or their spouses with civilian work experience, industry training, pre-apprenticeships, registered apprenticeships, or internships during the final 180 days before separation or retirement from the military.

Alternatively, I maintain an active partnership with an entity that employs apprentices through a program as outlined in AS 36.30.321.

Additionally, I am a resident of Alaska, meaning I am physically present in the state with the intent to remain indefinitely and establish a permanent home here.

I certify under penalty of perjury that the foregoing statements are true and correct as they apply to me.

By (signature)

Date

Printed name

Title

Qualifying Entity Military Skills Certification

The bidding entity for which I am the duly authorized representative is a:

(Check the appropriate box)

- ☐ employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army Career Skills Program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- ☐ has an active partnership with an entity that employs an apprentice through a program described in AS 36.30.321.
- ☐ proof of graduation of the qualifying employee(s) from an eligible program as described in AS 36.30.321.

By applying my signature below, I certify under penalty of perjury that I am the duly appointed representative of this bidder, which has authorized and empowered me to legally bind it concerning the proposal and that the statement I have acknowledged above by checking the appropriate box is true and correct.

By (signature)

Date

Printed name

Title

Alaska Bidder Certification

(To complete your claim for the Alaska Military Skills Preference, you must also submit an Alaska Bidder Certification, which the bidder can view, download, and print from the DOT&PF's Bid Express Proposal page.)

RE: Cascade Point Ferry Terminal – Stage 1 Design Build, Project No.
HSHWY00015

ESCROW AFFIDAVIT

Date:

Contracting Officer
Department of Transportation & Public Facilities
Southcoast Region – Contracts
PO Box 112506
Juneau, AK 99811-2506

I attest that I have

1. examined the bid documentation and that the sealed container marked “Bid Documentation” includes all documents used to prepare the bid,
2. the sealed container contains all bid documentation submitted,
3. the escrow materials were relied on to prepare the bid,
4. should a dispute arise, the Contractor’s rights to use bid preparation documentation other than those in escrow are waived.

Signed
Title
Company



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Project Name and Number

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

Company Name

Company Address (Street or PO Box, City, State, Zip)

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Corporation incorporated under the laws of the State of _____, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of

_____ Dollars
(\$ _____), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: _____ or within _____ calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover _____ dollars (\$ _____) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ _____ Payment Bond, and \$ _____ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES**

Signature of Contracting Officer

Typed Name

Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

For

Bond No. _____

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. _____

For

Project Name and Number

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 20____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of
Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 20____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Department of Transportation & Public Facilities Authorized Representative

Date

See Instructions on Reverse

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

103-1.06 INSURANCE REQUIREMENTS. The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the Department covering injury to persons and property suffered by the State of Alaska or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (1) are permitted to transact the business of insurance in the State of Alaska under Title 21 of the Alaska Statutes and (2) have a financial rating acceptable to the Department. A certificate of insurance must be furnished to the Department prior to award. The certificate of insurance must provide for notice of cancellation or non-renewal in accordance with policy provisions.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

1. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:
 - a. Waiver of subrogation against the State;
 - b. Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
 - c. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
 - d. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
 - e. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water.
2. Commercial General Liability: on an occurrence policy form covering all operations, including contractual liability and products-completed operations, with combined single limits not less than:
 - a. \$1,000,000 Each Occurrence;
 - b. \$1,000,000 Personal Injury;
 - c. \$2,000,000 General Aggregate; and
 - d. \$2,000,000 Products-Completed Operations Aggregate.
3. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.
4. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products-completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The State of Alaska shall be named as an additional insured on policies required by items 2 thru 4 above. All of the above insurance coverages shall be considered to be primary and noncontributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as an additional named indemnitee and as an additional insured.

The apparent low bidder shall furnish evidence of insurance to the Department before award of the Contract. The evidence shall be issued to the Department and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements;
5. Be executed by the carrier's representative; and

Provide that the Department shall receive written notice of cancellation or non-renewal in accordance with policy provisions.

The Department's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Department's discretion, be sufficient grounds for declaring the Contractor in default.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

BIDDER REGISTRATION

All firms are required to submit a Bidder's Registration form before an Alaska Department of Transportation and Public Facilities (DOT&PF) project can be awarded. The Bidder Registration form must be submitted to the Civil Rights Officer (CRO) on an annual basis beginning January 1 and is valid thru December 31. Complete this form for each contractor and subcontractor. Firms will be listed on the bidder registration online directory <http://www.dot.state.ak.us/cvlrts/bidreg.shtml>.

Name of Firm: _____ Date Firm was Established: _____

Street Address: _____

Mailing Address: _____

Phone #: _____ Other Phone #: _____ Fax #: _____

Contact Name: _____ Email Address: _____

Firm's Majority Owner Gender: ☐ Male ☐ Female

Firm's Majority Owner Ethnicity: *(Check all that apply)*

- ☐ Caucasian ☐ Hispanic American ☐ Subcontinent Asian American ☐ Native American
☐ Black American ☐ Asian-Pacific American

The firm listed above is a *(check all that apply)*

- ☐ Prime Contractor
☐ Subcontractor
☐ Service Provider
☐ Material Supplier
☐ Manufacturer
☐ Certified Disadvantage Business Enterprise (DBE)
☐ Self-Certified Small Business Enterprise (SBE) *(Complete page 2 of this form)*

NAICS code applicable to each scope of work the firm sought to perform on its bid: (www.census.gov/NAICS)

Firm's gross annual receipts:

- ☐ < \$1 million
☐ \$1-3 million
☐ \$3-6 million
☐ \$6-10 million
☐ > \$10 million

Type of contracts/proposals bid by the firm: *(check all that apply)*

- ☐ Highways ☐ Airports ☐ Mass Transit ☐ Alaska Marine Highway System

Signature of Company Representative

Title

Date

Send this completed form to:
dot.cro.forms@alaska.gov

OR

You may fax your completed form to:
(907) 269-0847

If you have any questions, please call **(907) 269-0851**.

SMALL BUSINESS ENTERPRISE PROGRAM (SBE) SELF-REGISTRATION

Fostering Small Business Participation (49 CFR 26.39):

To meet the requirements of 49 CFR 26.39, DOT&PF has implemented a Small Business Enterprise Program. This component is only applicable to federally funded projects.

[Complete the Section below only if you are a Self-Certified SBE Firm] All businesses wishing to be eligible as a SBE are required to submit a SBE Self-Registration form. The SBE Self-Registration form must be submitted on an annual basis beginning January 1 and is valid thru December 31.

In order to verify your firm's compliance with business size standards under 49 CFR 26.65(a)&(b) and 26.68(b), **at the time of award** you will be required to submit the following documents:

- SBE Affidavit of Certification Eligibility
- Personal Net Worth Statement (available at <https://www.Transportation.gov/DBEFORMS>)
- Past five years of your corporations and/or individual tax returns
- If not a certified DBE, please provide documentation that you are self-certified as a small business (please contact Alaska APEX Accelerator at (907) 786-7258 if you require assistance on becoming a self- certified small business)

At time of award, send required documentation to:

**DOT&PF Civil Rights Office Attn: Certification PO Box 196900
Anchorage, Alaska 99519-6900
Phone: (907) 269-0851
Fax: (907) 269-0847**

A. SBE Directory Information

1. Can you verify at time of award that your firm's (including affiliates) last five (5) year average annual gross receipts does not exceed the Small Business Administration (SBA) small business size standards found in [13 CFR part 121](#)? To find if your firm qualifies as small, use the SBA's [Size Standards Tool](#), or by referencing the SBA's [table of small business size standards](#). ☐Yes ☐No
**If you marked "No" you do not qualify for the SBE Program*
2. Can you verify at time of award that your firm's (including affiliates) last three (3) year average annual gross receipts does not exceed the business size standards per [49 CFR 26.65\(b\)](#)? <https://www.transportation.gov/DBESizestandards> ☐Yes ☐No
**If you marked "No" you do not qualify for the SBE Program*
3. Can you verify at time of award that each individual owner of your firm does not exceed the personal net worth cap posted online at <https://www.transportation.gov/DBEPNW> as defined by 49 CFR Parts [23](#) and [26](#)? ☐Yes ☐No
**If you marked "No" you do not qualify for the SBE Program*
4. Contact Info.

_____ Name of Firm	_____ Contact Name
_____ Telephone Number	_____ Fax Number
_____ Email Address	_____ Company Website