

REQUEST FOR PROPOSALS #25-01



PROPOSAL DOCUMENTS FOR

Design SAVEC Educational Facility Phase 1

Naknek, Alaska

CLOSING DATE & TIME: March 10, 2025 @ 12:00 PM

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SOLICITATION SYNOPSIS

Solicitation #: 25-01

Title: Design SAVEC Educational Facility Phase 1

Purpose of the Solicitation: The Southwest Alaska Vocational & Educational Center (SAVEC) is requesting proposals from qualified consultants to design phase 1 of an educational facility in Naknek, Alaska. See scope of work and attachments for the full project details and background.

Solicitation Schedule:

Solicitation Issued: February 24, 2025

Closing Date & Time: March 10, 2025 by 12:00 PM

RFP documents are available to download for free on the Bristol Bay Borough (BBB) Bonfire Procurement Portal: <https://bristolbayboroughak.bonfirehub.com/>

Proposals along with any required documents **must** be uploaded through the BBB Bonfire Procurement Portal prior to the closing date and time to be considered. Proposals received after the time and date for receipt of proposals are late proposals and will not be considered. Hard copies or hand delivery of proposals will not be accepted.

Persons needing accommodation to participate should submit a request in the Vendor Discussion section in the Bonfire Procurement Portal. Award of this project is subject to the availability of funding.

To submit questions regarding the solicitation, submit a request in the Vendor Discussion section in the Bonfire Procurement Portal at <https://bristolbayboroughak.bonfirehub.com/>.

SECTION I - INSTRUCTIONS TO PROPOSERS

25-01 Design SAVEC Educational Facility Phase 1

01. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal, the Proposer is encouraged to:

- Carefully examine and acquaint themselves with all portions of the proposal and specifications.
- Fully inform themselves of existing conditions and limitations.

02. INTERPRETATION

Should a Proposer find discrepancies in, or omissions from the RFP, or be in doubt as to their meaning, they should at once submit an inquiry on the vendor discussion section on Bonfire. Written instructions or addenda may then be issued by the owner. The owner will not be responsible for or provide oral interpretations. **Questions must be received in writing on the Bonfire procurement portal.** Questions received after the questions cut off date may not be answered. All addenda issued during the time of proposals shall become part of the Agreement Documents.

03. FORM OF PROPOSAL

Proposals shall be submitted in accordance with the Section entitled *Proposal Submission & Evaluation Criteria*.

04. ALTERNATES

Alternate proposals, other than those called for in this solicitation, shall not be considered. The failure of a Proposer to propose upon all alternates called for may cause the rejection of the proposal as irregular.

05. SIGNATURE

The Proposer shall sign the original proposal in longhand, preferably in **blue** ink, but an eSignature is an acceptable alternate.

06. SUBMISSION OF PROPOSAL

All copies of the technical proposal, fee proposal, if any, and any other documents required to be submitted with the Proposal will only be accepted through the BBB Procurement Portal (Bonfire) prior to the deadline for submission. The proposer shall assume full responsibility for timely submission.

Submissions received by mail, hand delivery, email, oral, or faxed **will not** be accepted and will not receive consideration.

Proposals received after the time and date for receipt of Proposals are late Proposals and will not be considered.

A checklist is provided on the Submittal Page as a courtesy to prospective Proposers. The checklist may not be all inclusive; it is the Proposer's responsibility to make sure they comply with all requirements within the solicitation documents.

While submitting the requested documents through the BBB Procurement Portal (Bonfire) please note the type and number of files allowed. The maximum upload file size is 1000 MB. Please do not embed any documents within your uploaded files, as they will not be accessible.

Important Notes: Proposal submissions will only be visible to the owner after the due date & time.

Proposers may contact Bonfire support staff at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

07. SUBMITTAL PAGE

The submittal page must be completed, signed (or eSignature) and uploaded with the proposal.

Proposers should acknowledge addenda, if any, on the submittal page. The bottom of the submittal page contains a list of documents that should be included as a part of the proposal. Unless otherwise stated elsewhere in this solicitation, the submittal page and any required licensing is not counted toward any stipulated page limitation(s).

08. MODIFICATIONS

No oral or telephone modifications of any proposal submitted will be considered.

09. WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal through the BBB Procurement Portal (Bonfire) at any time prior to the time set for the proposal closing.

No proposal may be withdrawn after the time set for the closing thereof.

10. EVIDENCE OF QUALIFICATIONS

Upon request of the Owner, a Proposer, whose proposal is under consideration for the award of the Agreement, shall submit promptly to the Owner, satisfactory evidence of the Proposer's financial resources, their experience, their performance in completing other projects of a similar nature and the organization and equipment they have available for the performance of the Agreement.

11. AWARD

Award will be made in accordance with the results of the evaluations completed by committee. Award is contingent on board approval and availability of funding.

12. OWNER'S RIGHT TO REJECT PROPOSAL

The right is reserved to reject any or all proposals and to waive any informalities.

13. PROTEST OF AWARD OF PROPOSAL

Within five days of the Owner's posting of the apparent successful proposer, a proposer who wishes to protest the determination shall submit their intent to protest on the Bonfire Portal Vendor Discussion section. The Owner will contact the protester to request in writing their claim that shall describe with particularity the alleged errors in the award recommendation. The Owner will conduct a review and, within three working days of receipt of the protest, issue a determination to the protester.

14. EXECUTION OF AGREEMENT

The Proposer whose proposal is accepted shall execute the Agreement and furnish the required insurance within five (5) working days after notice of Intent to Award is issued. The Agreement shall be considered executed by the successful Proposer when an authorized representative of the company or firm signs the Agreement and the insurance certificate(s) are received by the Owner. Failure or neglect of the proposer to execute the Agreement within the time specified may result in the award of the Agreement to the next highest rated proposer.

The Owner can execute the Agreement after board approval. The date the Owner executes the agreement becomes the effective Agreement date.

15. QUALIFIED AND RESPONSIBLE PROPOSER

The Owner reserves the right to require the Proposer to submit information pertaining to its products, service, reputation, or experience to determine if the Proposer is qualified.

16. OMITTED

17. INSURANCE

See Insurance Requirements in Sample Agreement.

18. FLOW DOWN PROVISIONS

This Agreement may include flow down provisions. This Agreement may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The proposer agrees to comply with all flow down or contract provisions required by the Owner. In the event that flow down, or contract provisions required by other agencies or by law are inadvertently omitted from this Agreement, both parties agree to negotiate in good faith for inclusion of those provisions into the Agreement.

19. STATUTORY REQUIREMENTS

Proposers and proposed subcontractors shall be in compliance with the statutory requirements for Alaska licensing included in the certification statement in this RFP package. Non-compliance shall result in rejection of proposal.

20. ACCEPTANCE OF AGREEMENT TERMS AND CONDITIONS

By signing the Proposal Form/Proposal Submittal Form, the proposer certifies that they have examined and accept the terms and conditions of the Sample Agreement contained in this solicitation. Proposers are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample contract/agreement.

21. MILEAGE AND PER DIEM

Mileage and per diem will be paid at the rates published by the State of Alaska, AAM 60 - Travel.

SECTION II - SCOPE OF SERVICES

25-01 Design SAVEC Educational Facility Phase 1

GENERAL

The Southwest Alaska Vocational & Educational Center (SAVEC) is requesting proposals from qualified consultants to design phase 1 of an educational facility in Naknek, Alaska. Programming and Architectural Predesign analysis have been completed and are included in the attachment section. This project aims to develop design for the facility's phase 1 section.

DESIGN AND SUPPORT TASKS

This facility is being designed as a new facility. See site map in the attachment section for the intended project location. Limited pot-holing and a geotechnical review have been completed on this site and the available information is included in the attachments. Design tasks should include site survey, on-site wastewater and water systems and other civils tasks, all permitting requirements, and all architectural, structural, mechanical, electrical, etc. as necessary to accomplish a complete facility design in accordance with applicable building codes.

IMPORTANT NOTE: Authority to use the indicated site has not yet been obtained. The process is ongoing and will overlap with the design schedule. The selected A/E will be expected to initiate and advance design and bid documents to the extent possible while the authority to use the site is obtained, which is anticipated between April and May. The available site information is provided in the attachments.

DESIGN BUDGET

\$300,000 is currently available for the project and must be expended by June 30, 2025.

DESIGN SCHEDULE

\$300,000 in design or related services must be completed by **June 30, 2025**. Further funding in a similar amount is anticipated to be available on July 1, 2025 to continue the design of phase 1 of the facility which can be added by change order. All work including full design, estimate, and bid documents for phase 1 of the facility must be completed by **June 30, 2026**.

FEE PROPOSALS WITH SUBMISSIONS

Fee proposals with breakdown of the first phase of work (**\$300,000 expensed by June 30, 2025**) at minimum shall be submitted with the proposal. Fee proposals for the remaining work beyond June 30, 2025 may be prepared at a later date for change order consideration. Include in your proposal all work intended to be completed by June 30, 2025 at a minimum.

SCOPE OF SERVICES

Site location for this project is included in the attachments section. The selected A/E consultant shall locate the facility preferably within the northern 1/3 of the parcel if feasible. The facility orientation should be addressed for all future phases but design for this contract only includes phase 1 as indicated in the programming document.

The selected A/E consultant will be required to perform all calculations, studies, research, and code analysis to ensure full compliance with state laws and regulatory requirements governing the practice of architecture and engineering. The A/E will produce new drawings and specifications and a statement of probable construction cost (SPCC) with updates at each phase of design. All work must be in full compliance pertinent federal, State, and local codes.

Final construction document submittals shall be signed and stamped by the Registered Design Professional (4 AAC 31.040). Cost estimates are required at each design phase.

Value Engineering: During the design of the Project: The A/E consultant shall incorporate value based design efforts with the goal of reducing the cost of the Project without sacrificing value or purpose.

The A/E is also responsible for selecting materials and systems suitable for local conditions and ease of maintenance.

The Bristol Bay Borough adopts by reference the following codes for the regulation of buildings and structures which

are constructed, improved, or modified within the borough and shall be followed if applicable. Other local code references not listed should be checked during design development:

- (1) International Fuel and Gas Code, as adopted by [13 AAC 50.024](#).
- (2) Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq. (amended 2008);
- (3) AS 36.05.010 - .110 Wages and Hours of Labor and regulations covering procurement requirements and wage rates.
- (4) Americans with Disabilities Act of 1990, 28 C.F.R. §§ 35.151, 36.401-.402 (2010);
- (5) Building code adopted by the Department of Public Safety under 13 AAC 50.020;
- (6) Title 14 C.F.R., Part 77, Federal Aviation Administration Airspace Restrictions as adopted and modified by the Federal Aviation Administration;
- (7) Electrical code adopted by the Department of Labor & Workforce Development under 8 AAC 70.025;
- (8) Plumbing code adopted by AS 18.60.705;
- (9) Mechanical code adopted by the Department of Public Safety under 13 AAC 50.023;
- (10) National Boiler Inspection Code, as published by the American Society of Mechanical Engineers (A.S.M.E.) and as adopted by AS 18.60.180;
- (11) Fire code adopted by the Department of Public Safety under 13 AAC 50.025.

NOTE: If a subject is not covered in the building code, mechanical code, or the fire code adopted above, a recognized national standard such as N.F.P.A. Vols. 1-6, 1996 Edition will be utilized. Codes adopted by the Department of Environmental Conservation for Water, Wastewater, Sewer, and Oil and other Hazardous Substances Pollution, under AS 46.03.710-.850, 18 AAC 80, and 18 AAC 72, 18 AAC 75, and 18 AAC 80;

- (12) Fuel handling requirements as specified in 40 C.F.R 112.3(a) and, if applicable, as described in 40 C.F.R 112.20(f)(6), shall comply with 40 C.F.R. 117.7.1.
- (13) Energy Conservation Requirements A.S.H.R.A.E. 90.1-2016;
- (14) State of Alaska, Department of Education and Early Development, Uniform Chart of Accounts and Account Code Descriptions for Public School Districts;
- (15) State of Alaska, Department of Education and Early Development, Alaska School Design and Construction Standards;
- (16) ASTM F1487-98 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use.
- (17) The Council of Educational Facility Planning International, Creating Connections: The CEFPI Guide for Educational Facility Planning

Budgetary estimates (allowances) for permit fees shall be included in the fee proposal. Any remaining balance after fees are paid shall be credited back to the Owner.

The A/E will be responsible for integrating recommended changes and Owner comments into the design.

CONSTRUCTION BUDGET

The A/E shall submit an updated Statement of Probable Construction Cost (SPCC) with each phase of the design process through Construction Documents. The final SPCC will be the basis to seek funding for construction.

CONSTRUCTION DOCUMENTS

The final Construction Documents shall set forth in detail the requirements for construction of the project and shall include drawings and specifications that establish in detail all materials and systems required for the project.

During the development of the Construction Documents, the A/E shall assist the Owner in the development and preparation of bidding and procurement documents to include specifications using the standard CSI 49 Division format.

COMPETITIVE BIDDING FOR CONSTRUCTION

If the first bidding produces prices in excess of the approved SPCC, the A/E shall participate with the Owner in such redesign and re-bidding at no additional expense to the Owner, as necessary to obtain prices within the approved budget. The A/E shall assist in evaluating bids.

SECTION III - PROPOSAL SUBMISSION & EVALUATION CRITERIA

25-01 Design SAVEC Educational Facility Phase 1

PROPOSAL SUBMISSION:

1. Each proposer shall submit one clearly marked proposal, to include the signed "Submittal Page", "Technical Proposal" and any other documents requested in the RFP. Each requested document shall be its own document in adobe pdf format. Please do not embed any documents within your uploaded files, as they will not be accessible. See submission instructions in the instructions to proposers. Proposers should **not** include cover letters or resumes.
2. The proposals shall be organized in sections as indicated within the evaluation criteria below. The proposal should be limited to five single-sided, single spaced pages. It is requested that a minimum font size of 10 be used wherever practical.
3. Proposals may be made available for review after recommendation of award is issued. All scored proposals submitted may be made available upon execution of an agreement resulting from this solicitation. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Owner.

PROPOSAL SUBMISSION & EVALUATION CRITERIA (CONTINUED)

25-01 Design SAVEC Educational Facility Phase 1

Section I: Technical Proposal

1. Objectives and Services

Points: 20

Demonstrate your comprehension of the objectives and services for the proposed contract. For this contract it is imperative that \$300,000 worth of design services be completed before June 30, 2025. It is advantageous to the Owner that the Proposer complete as much as possible within the budget and will be rated accordingly.

2. Relevant Project Experience

Points: 40

Describe three recently completed projects the project team has worked on that are related in size and scope to this project. Describe the square footage, the facility's purpose, and design and construction value of the projects. Give a brief narrative of the successes and adversities of the projects. Indicate the comparison between your estimate and the resultant construction bids. Provide contact name and phone numbers for each project Owner for reference checks.

3. Proposed Project Staff

Points: 10

Response must name the individuals to perform the professional/technical functions you deem essential to perform the services (include all professional license numbers and/or registrations).

Describe the work to be performed by the individuals you name to perform essential function and detail their specific qualifications and substantive experience directly related to the proposed contract. A response prepared specifically for this proposal is required. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

4. Methods

Points: 30

Describe your approach and describe what, when, where, how and in what sequences the work will be done. Address how *particular* geographic familiarity, experience, and capabilities of your firm (offeror and proposed subcontractors) and project staff might contribute to the proposed methods. Identify the amount and type work to be performed by any subcontractor.

Provide a project schedule through design completion and construction procurement that meets or beats the required schedule and important milestones.

PROPOSAL SUBMISSION & EVALUATION CRITERIA (CONTINUED)

25-01 Design SAVEC Educational Facility Phase 1

Section II: Fee Proposal

Prepare and submit a phase 1 (\$300,000 worth of work by June 30, 2025) fee proposal and submit it with your proposal on Bonfire. Include the following items and sections. Fees for phase 2 (July 1, 2025 to June 30, 2026) can be completed at a later date for change order consideration.

- a) Loaded Labor Rate (LLR) for all individuals performing work.
- b) Subcontracts. List each if applicable, the amount for each and attach an estimate in this format for each. Include a total for subcontracts if applicable.
- c) Expenses. (Equipment, transportation, food and lodging, etc.) Amounts shall be based on actual cost to the proposer, without any profit or other markup. Provide a table with the following columns: Item, Quantity, Cost (\$/Unit), Estimated Cost per expense. Include a total of expenses.
- d) Overhead and profit.
- e) Total Fee Proposal. Sum of a), b), c) and d).

SECTION IV - PROPOSAL SUBMITTAL PAGE

25-01 Design SAVEC Educational Facility Phase 1

By signing below, the Proposer hereby certifies the following:

- The individual signing below, or the firm associated or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of a free competitive process in connection with this solicitation.
- The individual signed below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
- The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business anywhere in the State of Alaska.
- They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A" or "None").

<hr/> <p>(List Addenda numbers that you are acknowledging receipt of)</p>

Company Name

Date

Mailing Address

Signature

City, State and Zip Code

Printed (or typed) Name

Contact Person (printed or typed)

Title (printed or typed)

Phone Number

Email Address

State and Professional License Numbers

*It shall be the responsibility of the Proposer to that their proposal is received at or before the date and time fixed for closing.	Proposers should include the following with their proposal. <ul style="list-style-type: none">✓ Signed Submittal Page (acknowledging Addenda if applicable)✓ One signed Technical Proposal.✓ One signed Fee Proposal✓ Any other items required within the Instructions to Proposers & Specifications/Scope of Services.
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**SECTION V – SAMPLE PROFESSIONAL SERVICES
AGREEMENT**

25-01 Design SAVEC Educational Facility Phase 1

THIS AGREEMENT made and entered into this _____ day of _____ 20____, by and between the **Southwest Alaska Vocational & Educational Center (SAVEC)** and **SELECTED CONSULTANT**.

Section 01 **Definitions**

In this Agreement:

SAMPLE

- A. The term "Owner" means SAVEC.
- B. The term "Consultant" means **Selected Consultant**.
- C. The term "Manager" means the manager of SAVEC or their authorized representative.

Section 02 **Employment of Consultant**

The Owner hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

Section 03 **Scope of Services**

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Exhibit "C", entitled Scope of Services, attached hereto and incorporated by reference as if fully set forth herein.

Section 04 **Personnel**

Personnel shall be limited to employees of Selected Consultant and it's approved sub-consultants.

Section 05 **Time of Performance**

The services of the Consultant shall commence upon execution of this Agreement by both parties. The Consultant shall complete at \$300,000 of services by June 30, 2025. Full design and all contract work shall be completed by June 30, 2026. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 06 **Compensation**

A. Subject to the provisions of this Agreement, the Owner shall pay the Consultant a total sum for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Exhibit "B", attached hereto and incorporated herein by reference, for services required by this Agreement.

B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to Exhibit "B".

C. Except as otherwise provided in this Agreement, the Owner shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the Owner.

Section 07 Method and Time of Payment

- A. The Owner will pay to the Consultant the amount set forth in Exhibit "B" which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on approval of billings submitted pursuant to a schedule set forth in Exhibit "B". If not identified within Exhibit "B", normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual, Commodities and Equipment). Documentation of expenditures need not be submitted with billings but must be retained by the Consultant in the event the Owner requests said documentation.
- B. No payment will be disbursed until the completed task and associated expenditures have been approved by the Owner.
- C. All invoices must be submitted in duplicate and addressed as follows:

Southwest Alaska Vocational & Education Center

P.O. Box 615

King Salmon, AK 99613
- D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed **(\$)**

Section 08 Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the Owner and shall be delivered to the Owner by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Exhibit "B" of this Agreement only for work completed to the Owner's satisfaction in accordance with Exhibit "C" of this Agreement and the other terms of this Agreement.

Section 09 Termination for Convenience of Owner

The Owner may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the Owner and shall be delivered to the Owner by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Exhibit "B" of this Agreement only for work completed to the Owner's satisfaction in accordance with Exhibit "C" of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10 Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein.

Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The Owner will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11 Modifications

- A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B. It is expressly understood that the Owner may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the Owner.

Section 12 Equal Employment Opportunity

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.
- B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the Owner may require.

Section 13 Interest of Members of Owner and Others

No officer, member or employee of the Owner and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14 Assignability

Because of additional administrative and accounting time required of Owner departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Request for Proposal.

Section 15 Interest of Consultant

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 16 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the Owner requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Owner.

Section 17 Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Owner shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 18 Audits and Inspections

At any time during normal business hours and as often as the Owner may deem necessary, the consultant and any sub-consultants shall make available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the Owner or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 19 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court in Anchorage, Alaska. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 20 Non-Waiver

The failure of the Owner at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Owner thereafter to enforce each and every protection hereof.

Section 21 Permits, Laws and Taxes

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 22 Relationship of the Parties

The Consultant shall perform its obligations hereunder as an independent Consultant of the Owner. The Owner may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 23 Agreement Administration

- A. The Owner’s Manager, or their designee, will be the representative of the Owner administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by:

_____ Title _____
 Consultant printed name

- C. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the Owner.

Section 24 Integration

- A. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:
- B. The following documents are incorporated in full text or by reference into this Agreement:

FULL TEXT	REFERENCE
Exhibit "A" – Proposal & Submittal Page	
Exhibit "B" – Fee Schedule	State of Alaska Business License
Exhibit "C" – Scope of Services	Professional License
Exhibit "D" – Addendum(a)	Solicitation Documents
Exhibit "E" – Certificate of Insurance	

Section 25 Defense and Indemnification

- A. The consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "consultant" and "contracting agency" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work.
- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain enforceable.

Section 26 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 27 Consultant Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the Owner's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the Owner.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability

\$500,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury.

\$500,000 Products/Completed Operations

\$1,000,000 General Aggregate Limit. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:

\$250,000 Bodily Injury/Death per Person

\$500,000 Bodily Injury Total

\$100,000 Property Damage

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$100,000 Per Occurrence
Bodily Injury - \$100,000 Per Employee
Bodily Injury by Disease - \$500,000 Policy Limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

5. Professional Liability:

\$1,000,000.00 combined single limit per occurrence. The professional liability insurance shall be maintained in effect until final acceptance by the Owner of the completed project.

If the professional liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final repayment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Owner. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Owner, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

- a. The Owner, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Owner, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
- c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Owner, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the Owner.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Owner. Such notice shall be mailed by the Contractor to the attention of the Owner.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a minimum A.M. Best rating of A-VII.

F. Verification of Coverage

Contractor shall furnish the Owner with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Owner. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which may result in immediate termination of the agreement, pursuant to the appropriate Section within the contract.

Section 28 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Section 29 Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 30 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the Owner's address listed previously and to:

Selected Consultant:

Consultant's Address Here

Section 31 Consultants' Violations of Tax Obligations

- A. Any consultant in arrears on a Owner obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Owner of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the Owner that is not remedied within 10 calendar days of notification by regular mail.
- C. The Owner reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Owner taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the Owner and the same.

Section 32 Flow Down Provisions

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant and any sub-consultants agree to comply with any and all flow down or contract provisions required by the Owner or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

Section 33 Contracts Enforceable Against the Owner

A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the Owner unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

SAVEC

SELECTED CONTRACTOR

SAMPLE

Signature

Signature

Printed Name

Print Name

Title

Title

STATE OF ALASKA Third Judicial District

On _____, 20____, _____ personally appeared before me,

- 1. who is personally known to me
- 2. whose identity I proved on the basis of _____
- 3. whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the **Agreement** and he/she acknowledged that he/she signed it.

NOTARY PUBLIC
My commission expires: _____

STATE OF ALASKA Third Judicial District

On _____, 20____, _____ personally appeared before me,

- 1. who is personally known to me
- 2. whose identity I proved on the basis of _____
- 3. whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the **Agreement** and he/she acknowledged that he/she signed it.

NOTARY PUBLIC
My commission expires: _____

SECTION VI – ATTACHMENTS

- 1) Pre-design and architectural programming documents
- 2) Site vicinity map and additional site information
- 3) Geotechnical soils analysis