REQUEST FOR PROPOSALS
SEALASKA HERITAGE INSTITUTE
JUNEAU, ALASKA
DESIGN BUILD for
FABLAB/Makerspace
DESIGN/BUILD CONSTRUCTION PROJECT FOR
FABLAB/Makerspace

To: Sealaska Heritage Institute
Atten: Lee Kadinger and Russell King
105 S. Seward St. Suite 201 | Juneau, AK 99801

Proposer: ____________________________________________________________

Company Name
______________________________________________________________

Company Contact
______________________________________________________________

Address
______________________________________________________________

Telephone
______________________________________________________________

E-mail address
PROPOSAL REQUIREMENTS

RFP publication date:  June 23, 2023

Pre-Proposal Conference:  July 10, 2023 (Non-Mandatory)
Sealaska Heritage Institute
105 S. Seward St. Suite 201 | Juneau, AK 99801
Time: 2:00 PM
Proposals are Due:  August 7, 2023, at 3:00 pm (AKDT)
Sealaska Heritage Institute
Atten:
Email: lee.kadinger@sealaska.com; russell.king@sealaska.com
Contact with RFP/Project questions
Lee Kadinger and Russell King
INTRODUCTION

Project Description/Overview

Sealaska Heritage Institute ("SHI") acquired the Municipal Way Building, which is located at 107 Municipal Way, Juneau, Alaska (the “Building”). SHI is seeking a Contractor to collaborate in designing and constructing a Fablab/Makerspace in the Building where students will integrate Native science into traditional western science. The overall renovation has been broken out into the following “projects” to help describe the scope. At the discretion of the Owner, the projects may be combined into a single construction project, or a mix of the projects may be selected to proceed, or the projects may be broken apart into smaller phased projects. The order of the projects below does not necessarily indicate priority.

Note: As this project will be partially supported by Federal funding, all wages associated with the project must comply with prevailing wage rates required by law for Federal contracts. The share of the projected project budget including the building purchase, design (A&E), construction, and construction management to be financed with Federal funds is approximately 24.4% or $1,734,360. $5,365,640 or 75.6% is projected to be provided from non-Federal sources.

PROJECT A – Basement and 1st Floor Renovation

The intent of Project A will be to reconfigure and renovate the Basement and 1st Floor levels to become high-quality teaching and fabrication spaces for students and community members utilizing a state of the art Fablab/Makerspace.

- Work this project will include:
  - Comprehensive reconfiguration and renovation of Basement (3,158 sf) and 1st Floor (3,018 sf). **6,776 sf total.**
    - **Central Lobby / Control Point**
    - **Commercial Teaching Kitchen** with fixed 2 stove/ovens and movable student prep tables. 10 students, 600 sf +/-
    - **Instruction Space** with movable shop tables and retractable ceiling-mounted power. 25 students, 1,200 sf +/-
    - **Digital Lab** with break-out greenscreen space for digital recording. 2 students, 500 sf +/-
    - **STEAM Lab** with movable shop tables and retractable ceiling-mounted power along with fixed computer stations around the perimeter. 10-15 students, 800 sf +/-
    - **Fabrication Lab** with dust and sound control. Fixed tables for large CNC and Laser-cutters. 2 workstations, 500 sf +/-
    - **Staff Space** with open office configuration. 2 workstations, 300 sf +/-
    - **Storage Rooms**, including a variety of sizes and configurations.
  - New partition walls
    - GWB assembly on full height framing from floor to ceiling framing above
    - STC rating of not less than 50
    - Abuse-resistant finishes, including wainscots of FRP or painted plywood in teaching and fabrication spaces
    - Relites in painted hollow-metal frames as required to provide visual control from space to space
  - New interior doors
    - Solid core, wood veneer
• Commercial mortise locksets with mechanical locks in interior spaces
• Commercial mortise locksets with electronic access system for entry doors from shared entrances or lobbies
  o New ceiling finishes
    ▪ GWB assembly on existing ceiling framing with suspended 2’x2’ ACT ceilings below
    ▪ STC rating of not less than 50
  o New Floor Finishes
    ▪ Resilient sheet flooring in Kitchen (“Tarasafe Plus” by Gerflor or similar)
    ▪ Interlocking resilient tile in Lab, Instruction, and Storage Rooms (“GTI Connect ESD” by Gerflor or similar)
    ▪ Carpet tile and Walk-Off Mat in Lobby, Staff, and Entry
  o Casework
    ▪ Commercial-quality plastic laminate-covered plywood cabinets with solid-surface phenolic resin countertops in fixed locations in Lab and Instruction rooms
    ▪ Stainless steel cabinets with stainless steel countertops in Kitchen
  o Electrical
    ▪ Upgraded electrical service and distribution as required by new systems in this project and all future projects
    ▪ LED lighting
    ▪ Dimmable lighting controls for AV in Instruction and Labs
    ▪ Retractable ceiling-mounted power in Labs and Instruction spaces
    ▪ Wiremold power at fixed casework
  o Mechanical
    ▪ Replace existing fuel-oil supplied hydronic heat with roof-top mounted ductless heat pumps
    ▪ HRV ducted ventilation throughout Instruction and Lab spaces
    ▪ Commercial hood ventilation from Kitchen
    ▪ Plumbing and chases to bottom of 2nd floor to prepare for future renovation
    ▪ Improve heat supply and control to 2nd and 3rd floor office spaces.

• Work this project will not include:
  o Renovation of elevator or lifts
  o Renovation of existing RRs
  o Renovation of existing stairs
  o Renovation of exterior

PROJECT B – Elevator, Lift, and Basement and 1st Floor RR Renovation

The intent of this project will be to reconfigure and renovate the Basement and 1st Floor Restrooms. The existing elevator and lift will be upgraded and supplemented.

• Work this project will include:
  o Comprehensive reconfiguration of restrooms on the 1st floor to provide two multi-fixture RRs (140 sf each) and one unisex RR (50sf). 330 sf total.
  o Comprehensive renovation of two existing unisex restrooms in the Basement, 100 sf total.
  o Replacement of existing 3-stop 2,100-lb capacity elevator and 2-stop ADA lift with new 4 stop elevator that extends to all floors. Elevator will be configured to carry larger materials and equipment as well as passengers. New elevator will require demolition of a portion of the structural concrete slab in the basement and creation of a new elevator pit.
PROJECT XA – Exterior 1st Floor Renovation

The intent of this project will be to renovate the three accessible sides of the 1st Floor to provide a new appearance for the building.

- Work this project will include:
  - Comprehensive reconfiguration and upgrade of the 1st Floor exterior 1,659 sf total
    - New high-quality siding to match / compliment other SHI buildings. Combination of cedar, aluminum storefront spandrel panels, phenolic wall panels and metal siding panels.
    - Reconfigured windows in new storefront system
    - Replaced entries with aluminum storefront system. Doors to have electronic access system
    - Reconfigured / replaced canopy and soffits with glazed system to match / compliment other SHI buildings. 1,445 sf total.

PROJECT XB – Exterior 2nd and 3rd Floor Renovation

The intent of this project will be to renovate the rest of the three accessible sides of the building to provide a new appearance for the building.

- Work this project will include:
  - Comprehensive reconfiguration and upgrade of the 2nd and 3rd Floor exterior 4,612 sf total
  - Scope of renovation to be similar to Project XA, above.

PROJECT XC – Exterior Fire Wall Renovation

The intent of this project will be to renovate the fire wall on the north side of the building, facing the Walter Soboleff Building.

- Work this project will include:
  - Comprehensive replacement of the fire wall exterior finishes 2,313 sf total
  - Replacement of two layers of exterior GWB sheathing over existing framing
  - New metal wall panel siding.

Scope of Design-Build Services:

The project consists of three principal elements: the design and permitting of the Projects described above and depending upon the election of SHI, construction of the selected Phases.

Performance requirements of the selected Design Builder (the “DB”)

The DB will need to address the following tasks as the project progresses from design to completion.

- Provide invoices that reflect the activities of the team consistent selected scope of work and agreed to Schedule of Values.
- Establish and maintain a project document distribution and tracking system for use by the members of the DB team and SHI. Identify in your proposal what system you propose and your recent and current history using that document distribution and tracking system
- DB will be required to participate in weekly progress conference calls or in person meetings during design development, and permitting, as well as during active construction of the Project. Identify the individual(s) who will be assigned these communication roles during the various phases of project delivery.
• DB should provide a critical path method schedule using Primavera or MS Project software systems and will provide SHI an electronic version of the same including all updates.
• DB will be required to obtain permits from the CBJ for the Project.
• Provisions for construction must consider future Phases of the work that are not selected at the time of the award.

Roles of Team Members

SHI is the project owner, as such they will make or affirm all decisions with regards to funding, design, purpose, schedule, and adequacy of to be constructed project elements. All key decisions will be made or ratified by the SHI consistent with this RFP and the terms of the contract.

SHI Staff consists of the Lee Kadinger, Chief of Operations, and Russell King Project Manager.

Design Builder is a firm/team to be selected and contracted by the SHI to deliver the Project on schedule and meeting the basis of design described in the contract.

Project Location

Instructions to Proposers

Proposal Submittal Schedule

Proposals are required to be submitted to the SHI by 3:00 PM August 7, 2023.

Sealaska Heritage Institute

105 S. Seward St. Suite 201 | Juneau, AK 99801

Atten: Lee Kadinger and Russell King

Email: lee.kadinger@sealaska.com; russell.king@sealaska.com

Phone: 907-463-4844

Format

An electronic copy shall be submitted not later than the due date stipulated above. The electronic copy shall be submitted as two separate files, one Technical file and a separate file Price Proposal file.

A fully conformed hard copy of the proposal shall be submitted to the SHI with wet signatures within 3 days of the above submittal date.

The two files will be evaluated and scored separately, and a selection will be made based on the combined scores as described in this RFP

Proposal Submittal Requirements

Proposal shall follow the requirements and format described in this RFP. The Proposal shall be bound and sealed in an opaque envelope or box, and labeled:

Sealaska Heritage Institute

Fablab/Makerspace

PROPOSAL ENCLOSED

Name of Proposing Design-Builder

Address of Proposing Design-Builder

Proposer Contact Name/Phone Number
Date of Proposal

Proposers shall submit one original, three copies, and one electronic copy of the entire Proposal. Electronic copies must be submitted in Adobe Acrobat (.pdf) format on a CD(s) or USB thumb drive(s).

All information in the Proposal shall be submitted on 8.5-inch by 11-inch paper, except charts, exhibits, and illustrative and graphical information, which may be submitted on 11-inch by 17-inch paper. Each 11-inch by 17-inch page will count as one page, unless otherwise noted in this RFP. All text for the Proposal shall use Times New Roman or Calibri font, 12-point type. No text, charts, tables, graphics, or other substantive content shall be printed within 0.75 inch of any page edge. Any other information shall be presented with a readable format. All Proposal forms shall be typed or completed using black ink. All signatures must be accompanied by a printed name, title, and date.
Proposal Submittal Requirements

The proposal shall contain the sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. The following table provides general guidelines regarding the suggested number of pages per Section; the Proposer may provide additional pages, as necessary.

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Selection Process

SHI is using a Design Build selection process which is fair, balanced, and open. This RFP defines the selection process to be used and describes a protest procedure for use by proposers if issues arise during the selection and contract negotiation process.

Competitive Selection

Proposals shall be comprised of two components—technical and price as defined below

Technical Proposal

Executive Summary  Limited to five pages

- Submit an Executive Summary Narrative, written in a non-technical style which familiarizes reviewers with the Proposer’s approach and ability to achieve the above stated Project Goals. The intent of the Executive Summary is to highlight the key elements of each section of the Technical Proposal and to certify the Proposer’s commitment to truth and correctness of the Proposal. The authorized representative of the Proposer’s organization must sign the Executive Summary.
- If the Proposer is a joint venture, all the joint venture members must sign the Executive Summary.
- Proposer (prime) and, if appropriate, the joint venture members
- Architect of Record
- A brief description of the legal relationship among the principal entities about the project
- A single point of contact person for the Proposal, including contact information

Proposer Qualifications & Performance Record

Submit Team Qualifications, in a non-technical narrative, describe the team expertise and satisfactory performance in the building renovation and tenant improvements, relating to design, construction, and project management. The Proposer should focus on the proven cohesiveness of the team, as opposed to the individual qualifications of the firms. Preferably the Proposer’s project specific team (Key Personnel, subcontractors, and major suppliers) have worked together on comparable projects in the past, but this is not a requirement.

- Describe the organizational structure, lines of responsibility, Key Personnel (as defined by the Proposer), and defined Key Personnel roles and responsibilities.
- Provide sufficient information for the SHI to evaluate current financial strength of the Proposer.
- Identify any claims asserted by or against the Proposer within the past five years which resulted in litigation or arbitration.
- Provide a brief description of representative projects constructed by the Proposer’s team within the past three years which are similar in scale, type, funding, and complexity to the Work.
- With a focus on the knowledge and capabilities, describe any unique expertise or advantages of the Proposer’s team which would benefit the overall success of the Project and be a direct benefit to the SHI.

Project Team Organization and Personnel Qualifications

Submit an organizational chart demonstrating the basic structure of the Proposer’s roles and
responsibilities of each Key Personnel, as deemed appropriate by the Proposer, and the integration of any major supplier, sub-organization, or consultant(s).

**Project Manager Resume**

Submit a resume for the Proposer’s dedicated Project Manager. The resume should specifically focus on design-build experience, management approach, and qualifications applicable to the Work. Minimum qualifications: at least 10 years of Design Build Project Management experience; and work history on at least one design-build project within the past seven years. Proposer shall provide at least three (3) references for the proposed Project Manager.

**Superintendent Resume**

Submit a resume for the Proposer’s dedicated Superintendent. The resume should specifically focus on design-build experience, management approach, and qualifications applicable to the Work. Minimum qualifications: at least 20 years of experience in supervising exterior renovation and tenant improvement projects similar in scope and size as the Project. Proposer shall provide at least three (3) references for the proposed Superintendent.

**Architect of Record Resume**

Submit a resume for the Proposer’s dedicated Architect of Record. The resume should specifically focus on design-build experience, management approach, and qualifications applicable to the Work. Minimum qualifications: 15 years of architectural experience; licensed Professional Architect in Alaska; design experience in the exterior renovation and tenant improvement projects, relating to the Proposer’s approach; and work history on three design-build projects within the past ten years.

**Major Suppliers & Subcontractors**

Submit brief Statement of Qualification(s) for suppliers and/or subcontractors providing 25% or more of the Work. The statement of qualifications should specifically focus on capabilities and experience applicable to the Work to be performed by the supplier/subcontractor.

**Proposers Experience**

Submit a Statement of Qualification(s), written in a non-technical manner, describing the Proposer’s experience in design-build project delivery in exterior renovation and tenant improvement projects. Minimum qualifications: Proposing firm (prime) shall have served as the prime (design-builder) on at least one design-build project within the past seven years; if the Proposer is a joint venture, the majority entity shall meet this qualification.

- Clearly demonstrate the team’s knowledge and expertise in managing and value-engineering projects similar in scope and budget.
- Include information on representative design-build projects and client references for each noted project.
- Detail the Proposer’s approach to the interrelationships among management, design, construction, suppliers, and sub-contractors. Include specific reference to communication protocols.
- Explain the Proposer’s plan for integrating the SHI with respect to the design process, permitting, construction, and other elements that the Proposer considers important.
Safety Program - Questionnaire

Submit a completed Safety Program Questionnaire, as provided in Appendix A.

Proposal Forms

- See Appendices Submit a fully executed Design-Build Proposal Form, as provided in Appendix A.
- Submit Description of Legal Structure in an applicable format; no form provided.
- Submit Letter of Proposal Conditions: detail any qualifications to the Proposal regarding the contents of Appendix C and/or any clarifications regarding specific interpretations of the RFP contents by the Proposer. No form provided.

Project Approach shall be limited to five pages

Technical approach

Submit a Design Narrative describing the Proposer’s technical approach to deliver a functionally complete facility consistent with the Project Requirements. Provide details on the Proposer’s approach to satisfy the Project Requirements.

Conceptual Design Sheets

Submit Conceptual Design Sheets of the proposed facility. The design sheets may include a combination of sections, details, elevations, photos, and plan views to further illustrate and convey the Proposer’s approach to satisfy the Project Requirements. The intent of the Conceptual design sheets is to provide the SHI with a clear understanding of the Proposer’s approach to the Work. It is anticipated that the Design Builder shall submit design drawings for SHI review at 35, 65, and 95% complete as well as Issue for Construction phases of design development as well as an as-build drawing at the completion of the work.

Risk Assessment

Submit a Risk Assessment narrative, describing any identified risks associated with the Proposer’s approach to the Work. The SHI recognizes risks are inherent on every project; evaluation will be based upon the Proposer’s ability to convey a thorough assessment of potential risks specific to the proposed Project approach. The Proposer need not describe every risk but should instead focus on the key risks which have a medium to high probability of occurring and/or impacting the overall success of the Project.

Project Schedule and Narrative

Submit a Project Schedule Narrative, written in a non-technical manner, summarizing the sequence of events, consistent with the Proposer’s approach the Work. Describe the personnel on the team responsible for the scheduling, planning, and management for achieving schedule performance. Detail the management approach for coordinating and prioritizing design, procurement, fabrication, construction, quality management, and environmental compliance activities. Briefly describe the Proposer’s intended process and sequence of design milestones/releases. Address any provisions made to mitigate the potential for delays.

Preliminary Project schedule

Submit a Preliminary Project Schedule, illustrated in a CPM prepared with Primavera or MS Project software. At a minimum, include start dates, finish dates, duration, and relationships for each major design element/release, key submittals, material procurements and deliveries, permitting, construction phases, quality milestones, and project close-out.
Quality Management Narrative
Submit a Quality Management Narrative describing the Proposer’s approach to provide, implement, and assure excellent quality technical requirements and performance throughout design and construction. The Design-Builder shall be required to submit a project specific Quality Management Plan of similar format and content for approval by the SHI within 30 calendar days of Notice to Proceed.

Basis of Design Compliance
Address specific processes to ensure the design meets the requirements of the contract, environmental constraints, constructability of the design, and that all elements of the completed Project will be fit for use for the intended function, durability, and maintainability.

Quality Control
Describe the Proposer’s commitment and specific plan for integrating Quality Control and Quality Assurance from selection of materials through to project close-out. Provide the name and qualifications of the individual responsible for developing and implementing a Quality Management Plan specific to design-build delivery.

Monthly Progress Report and Pay Application
The selected Design Builder shall submit a monthly Progress Report concurrent with Pay Applications

Price Proposal

Bid forms and surety commitments
The Guaranteed Maximum Price Form, detailed schedule of values, alternative options in Appendix A must be completed and submitted with proposal. SHI, at its sole discretion, may require the DB to provide a payment and performance bond.

Guaranteed Maximum Price Form
Submit the Guaranteed Maximum Price Form – Proposer shall complete and sign the form provided in Appendix A. The Guaranteed Maximum Price is a lump sum price and shall be a fixed fee for all Work required by the Contract. The Proposer shall not include any “estimates” and/or “budget” values as a portion of the Guaranteed Maximum Price.

Alternative Option Pricing
Submit Alternative Option Pricing – Proposer shall provide pricing for the Alternative Options described this RFP or alternatives presented to the SHI and approved for submission in an Addendum to this RFP. Proposers must complete and sign the form provided in Appendix A. The Alternative Option Prices are individual lump sum prices for the Alternative Option described in Section 3.6 and is in addition (or in credit) to the Guaranteed Maximum Price.

Schedule of Values
Submit a Schedule of Values (Lump Sum Breakdown) for the Guaranteed Maximum Price to establish a preliminary guide for progress payments to the Design-Builder, using the form provided in Appendix A. The Schedule of Values will be evaluated for potential unbalancing of the Price Proposal; if found to be unbalanced in the opinion of the SHI, the Proposer may be declared nonresponsive, receiving a “fail” score. A final Schedule of Values for the purpose of processing progress payments shall be submitted for approval by the SHI within 30 calendar days of Notice to Proceed.
Payment and Performance Bonds
Payment and Performance Bond, see required forms in Appendix A.

Interviews

Non-Mandatory, Pre-proposal Conference

A non-mandatory, pre-Proposal conference will be held at the SHI office located 105 S. Seward St. Suite 201, Juneau, AK 99801, starting at 2:00 p.m. local time on July 10th. Representatives of the SHI will be present to discuss the Project. Proposers are encouraged to attend and participate in the conference. The SHI will post on the SHI’s website such Addenda as the SHI considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Potential Proposers and team members may participate by telephone/virtual conference call. Call-in information to be posted on the SHI website noted above.

Questions and Clarifications

Proposer questions regarding the meaning, intent, or a perceived ambiguity, error, omission, discrepancy, or deficiency contained in the RFP documents shall be submitted no later than five (5) business days before the submission date. Questions received after the deadline may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must specifically reference the Sections and page numbers of the RFP documents, unless the question is general in nature. Telephone requests will be accepted provided that the requests are followed by an email. Received questions, written responses, and any Addenda will be posted on the SHI’s web page. All questions shall be transmitted to:

Sealaska Heritage Institute
105 S. Seward St. Suite 201 | Juneau, AK 99801
Atten: Lee Kadinger and Russell King
Email: lee.kadinger@sealaska.com; russell.king@sealaska.com
Phone: 907-463-4844

In-Person interviews with key DB team members?

The SHI reserves the right to request interviews with Proposers. If interviews become an evaluation factor, the SHI will coordinate the specific date, time, and location of each Proposer’s interview. The location of the interview will be Juneau, Alaska or other location in Alaska selected by the SHI.
Proposal Evaluation Process

Technical Evaluation Scoring Summary

Each component of the Technical Proposal, as described in Section 2.7, has been assigned a value of available points. The Technical Proposals will be evaluated and scored by SHI. Proposal components which do not comply with the requirements of the RFP, such as but not limited to, Proposal format, minimum qualifications, and contents may be disqualified.

The Proposals will be evaluated on pass/fail criteria. Failure to achieve a pass rating on any of the components may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other Sections of the Technical Proposal will be evaluated and scored on a qualitative basis. The RFP provides the value of available points per section to represent a commitment by the SHI to maintain a fair and competitive evaluation process.
The Guaranteed Maximum Price reflected on the Pricing Form will constitute the maximum, fixed lump sum price payable to the Design-Builder and will be reviewed and scored as follows:

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The Guaranteed Maximum Price reflected on the Pricing Form will constitute the maximum, fixed lump sum price payable to the Design-Builder and will be reviewed and scored as follows:
• The Proposer with the lowest Guaranteed Maximum Price will be awarded the maximum available points of seventy-five (75) points.
• The Proposer with the second lowest Guaranteed Maximum Price will be awarded points upon the ratio of the lowest Guaranteed Maximum Price divided by the second lowest Guaranteed Maximum Price; and multiplied by seventy-five (75) points (rounded to the nearest hundredth of a point).
• The scoring shall continue as described above for all other Guaranteed Maximum Prices.

Baseline Price Scoring, Examples:

Proposer A: Lowest Guaranteed Maximum Price = $32.0 million = 75 points

Proposer B: Second Lowest Guaranteed Maximum Price = $34.2 million

$32.0 million/$34.2 million x 75 = 70.17 points

Proposer C: Third Lowest Guaranteed Maximum Price = $35.5 million

$32.0 million/$35.5 million x 75 = 67.60 points

The Alternative Option Price will be scored in the same weighted manner as the Guaranteed Maximum Price, except based on 20 possible points. All other components of the Price Proposal shall be evaluated on pass/fail criteria, based upon compliance with the RFP. Failure to achieve a pass rating on the components may result in the Proposal being declared non-responsive and the Proposer being disqualified.

Best Value Determination

The Proposal with the highest Total Score will be deemed the Best-Value Responsible Bidder. The Total Score will be determined by adding the Technical Proposal Score, Price Proposal Score, and the Alternative Option. The following is the maximum possible Total Score of points:

<table>
<thead>
<tr>
<th>Component</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Score</td>
<td>125</td>
</tr>
<tr>
<td>Guaranteed Maximum Price Score</td>
<td>75</td>
</tr>
<tr>
<td>Alternative Options Bonus Score</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td><strong>225</strong></td>
</tr>
</tbody>
</table>

Best and Final Offers (BAFOs)

In the event the Guaranteed Maximum Price is less than or equal to the SHI available funds, SHI may cancel the RFP or elect to engage in confidential discussions with several Proposers. Upon commencement of such discussions, the Proposer will have three business days to provide a Best and Final Offer (revised lump sum Guaranteed Maximum Price), unless otherwise provided by the SHI. The Proposer with the overall best-value proposal will be deemed the Best-Value Responsible Bidder.
Proposal Validity

Commitment and Signature of Team Principal
All proposals must be signed by a Senior Executive of the lead Design Builder.
All Proposals shall remain valid and in full force and effect for a period of sixty (60) days after Proposal Due Date. If no award has been made within this timeframe, Proposer may be requested to extend the validity date or shall have the right withdraw its Proposal.

Rights of the SHI
The SHI reserves all rights, which shall be exercisable in its sole discretion, without limitation, cause, or notice, the following and/or any applicable law:

- The right to reject any or all Proposals without limitation and/or to cancel, re-issue, postpone, or withdraw the RFP at any time without incurring any obligation or liability.
- The right to modify the RFP language, timeframes, or contents and issue addenda; all addenda shall be recognized in writing by the Proposer on the Proposal Form.
- The right to conduct confidential meetings, discussions, or correspondence with one or more Proposer to obtain a better understanding of Proposal contents.
- The right to engage technical and/or legal consultants in the evaluation of Proposals.
- The right to waive informalities, irregularities, or deficiencies in the RFP or Proposals (except for timeliness and manual signature requirements).
- The right to negotiate contract terms with the Best Value Responsible Bidder.
- The right to open the Proposals privately.
- The right to award the project to the Proposer whose final proposal is determined to be the most advantageous to the SHI.

Organizational Conflicts of Interest
A prime entity is limited to participating in one Proposal. More than one Proposal for the same Work from a prime entity under the same or different names is not permitted and may be grounds for disqualification or rejection of all Proposals in which that prime entity has participated in.

Proposers shall disclose, prior to the Proposal Due Date, all relevant details concerning past, present, or planned activities, interests, or relationships that may present a real or perceived organizational conflict of interest which may provide the Proposer an unfair competitive advantage. The SHI will review any received disclosures and provide the Proposer with a determination regarding disqualification. Any conflict-of-interest determination by the SHI shall be avoided or neutralized prior to submission of a Proposal. Failure to disclose, avoid, or neutralize a conflict of interest which the Proposer was aware of prior to a contract award, may result in rejection of the Proposal or termination of Contract for default.

Proprietary Information and Return of Proposals
All Proposals received by the SHI in response to this RFP are deemed property of the SHI. The SHI, or any of its agents, representative, employees, or consultants, shall not be liable to a Proposer or individual participating in a Proposal, because of the disclosure of all or a portion of a Proposal under this RFP. Any information contained in a Proposal which the Proposer believes constitutes proprietary, confidential, or trade secret exempting from any non-authorized disclosure, shall be clearly designated. Blanket designations shall not be accepted.
The general nature of concepts, solutions, and value engineering provided in the Proposal shall not be proprietary. The SHI reserves the right, at its sole discretion, to utilize general Proposal contents provided by any Proposer during final negotiations and/or Contract delivery with the Best Value Responsible Bidder. All Proposal pricing shall remain strictly confidential. Upon request by Proposer, the SHI will return Proposal documents to the Proposer no later than 61 days after the Proposal Due Date.

Modification and Withdrawal of Proposal

Proposals may be modified or withdrawn in writing, executed in the same manner as the Proposal, prior to the Proposal Due Date and time. If within three (3) business days after the Proposal Due Date and time a Proposer provides written notice to the SHI demonstrating that there was a material and substantial error in the preparation of its Proposal, the Proposer may withdraw its Proposal without penalty.

Project Requirements

The FABLAB project (the “Project”) will be described in the Contract. The purpose of the Project is to design and construct a Fablab/Makerspace in the Building where students will integrate Native science into traditional western science. The Design-Builder shall provide a functionally complete facility which is consistent with good engineering, construction, and environmental practices that meets or exceeds the Project Goals, Project Requirements, standards, guidelines, and procedures identified throughout the Contract. The Design-Builder shall determine the full scope of the Project through a thorough examination of the Contract, Site Evaluation, and any reasonable inferences to be gathered from each. The Design-Builder shall not rely on the physical descriptions contained in the Contract to have identified all the Project components.

- At a minimum, the following Work shall be included in the Project A, Guaranteed Maximum Price: all management, services, labor, material, and equipment necessary to remove and dispose of the existing facility; and,
- All management, services, labor, material, and equipment as required to design and build the Project in accordance with the Project Requirements and Contract; and,
- Development and execution of a comprehensive, quality management plan including all testing, inspection, and documentation necessary to control and independently assure performance of Work is in strict compliance with applicable standards, specifications, and design requirements.

Design Build Contract Form, General Conditions, and Supplemental Conditions

General and Supplement Considerations are outlined in the sample Contract included in the Appendix F

Project Scope of Work

Basis of Design

Substantial and Final Completion Dates

See Appendix C for Contract Milestones that are solely based upon the SHI providing the following Notice to Proceed (NTP):
Notice to Proceed

NTP is defined as the authorization to proceed with all Work as required by the Contract, except mobilization to the Project Location and Work activities. Following a formal Notice of Award and Contract negotiations with the selected Design Build team, SHI will issue the NTP. The Design Builder will prepare a design budget and project schedule.

Alternative Options

Four Alternative options are being considered by the SHI as components of the remodel.

Design Builders are requested to develop and submit cost estimates for each of the alternative options identified below. These cost estimates will not be evaluated during the selection process but will become items to be negotiated with the selected Design Build team.

A. Project B:
B. Project XA:
C. Project XB
D. Project XC

See Appendix C for requirements.

Proposals must include resumes for key project personnel by role:

- Project Manager
- Engineer of Record
- Subcontractors (if more than 25% of cost)
- Subconsultants (if more than 25% of cost)

Project Management Plan should address:

- Coordination Meetings
- Reports
- Communication
- Document management

Schedules

The Design-Builder shall provide and maintain an up-to-date Project Schedule to identify the sequencing of activities and time required for prosecution of the Work. The Project Schedule shall include all phases, including but not limited to permitting, design, procurement, construction, and close-out. Each phase shall include sufficient detail to clearly communicate the Design-Builder’s ability and efforts to plan, coordinate, analyze, document, and control their Contract responsibilities. Project Schedule must be provided in the Critical Path Method format utilizing Primavera, MS Project, or a comparable software program and for each activity include the planned start/finish dates, total duration, float, percent complete, and responsibility. Updates to the Project Schedule shall be provided to the SHI monthly; except when work is occurring on-site, whereby weekly schedules are required.

Transmittals and Submittals

The following is a partial schedule of required submittals, for approval by the SHI:

- Schedule of Values, Guaranteed Maximum Price Breakdown
- Quality Management Plan
• Project schedule in either Primavera or MS Project reflecting the WBS
• Monthly Progress Reports reflecting and documenting work completed and work planned
• Progress Payment Requests
• The following is a partial schedule of required transmittals, for the review and comment by the SHI; additional transmittals may be provided at the discretion of the Design-Builder.

Design
• Interim Design Drawings, at intervals deemed appropriate by the Design-Builder to ensure compliance with the Contract
• Final, Basis of Design
• 35%/65%/95%/ design documents for review
• Final, Sealed Design – For Construction, including Special Provisions and/or Sheet Notes
• All approved shop drawings, supplemental drawings, and reports
• Final, Design Quality Control Documentation
• Final As-Built Drawings
• Work invoices for procurement, materials, fabrication

General, Construction, & Close-Out
• All quality documentation, including but not limited to material certifications, test results, inspection reports, non-conformances, and internal
• Requests for Information
• Project Schedules
• Work plans
• Subcontract Agreements
• Monthly progress reports

Operation & Maintenance Manuals:
Design-Builder shall provide detailed, user-friendly, instructions for the proper operation and maintenance of the facility.

Quality Management
The Design-Builder shall provide a comprehensive Quality Management Plan, specific to all elements of this Contract, for approval by the SHI within 30 calendar days of Notice to Proceed. The Quality Management Plan shall describe in detail the Proposer’s methods, procedures, and policies to provide, implement, and assure excellent quality technical requirements and performance throughout design and construction.

The Quality Management Plan shall:
• Address specific processes to ensure the design meets the requirements of the contract, environmental constraints, constructability of the design, and that all elements of the completed Project will be fit for use for the intended function, durability, and maintainability.
• Describe the Design-Builder’s commitment and specific plan for integrating Quality Control and Quality Assurance from selection of materials through to project close-out, including all procedures relating to design reviews, inspection frequency, documentation, project forms, non-conformances, field changes, and corrective action plans. Provide the name and qualifications of the individuals responsible for performing independent design reviews, inspecting the Work, and assuring strict conformance with the Quality Management Plan.
Documentation & Compliance

Quality documentation shall remain transparent and available for review by the SHI at any time during the Project and verify the Design-Builder is adhering to the approved Quality Management Plan, including audits, inspections, and testing, or as otherwise determined necessary by the SHI. The SHI reserves its right to stop Work. Failure to comply with the Quality Management Plan may constitute a violation or breach of the Contract Documents.

Protection of Property, Existing Structures, and Obstructions

The Design-Builder is responsible for adequate protection of all its construction, SHI property, and the adjacent public and private property from damage, injury, or loss arising from removal of the existing facility and construction of the new facility. The Design-Builder shall pay for any damage, injury, or loss resulting from inadequate protection. The SHI will determine if damage to existing property is to be corrected by repair, replacement, or compensatory payment by the Design-Builder. Upon Final Completion of the Project, all temporary works, staging areas, roadways, and other areas impacted by the Design-Builder shall be restored to its original condition.

Plan for Protection and Maintenance of Work during Construction

The Design-Builder is responsible for protecting and maintaining the Project until notice of Substantial Completion has been issued by the SHI. To this subsection, “maintenance” shall include measures to prevent damage to the Project during the prosecution of the Work; the Design-Builder shall continuously allocate sufficient resources to achieve such maintenance.

Accommodation of Adjacent Businesses

The Design-Builder shall coordinate with the SHI and adjacent business owners throughout the Contract duration to ensure impacts resulting from Project activities are minimized. Access to existing, private businesses shall not be restricted by construction operations and/or permanent design and operation.

Local and State Taxes

The SHI is exempt from Alaska state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included by the Design-Builder.

Accommodation for Adjacent Businesses

The Design-Builder shall coordinate with the SHI and adjacent business owners throughout the Contract duration to ensure impacts resulting from Project activities are minimized. Access to existing, private businesses shall not be restricted by construction operations and/or permanent design and operation. Design-Builder shall not perform Work or stage materials and equipment outside of SHI property boundaries. Adjacent properties require clear vessel access within their right-of-way boundaries, including but not limited to fuel barges.

APPENDICIES

Appendix A

SHI Provided forms

Design build Proposal Form/Signature Page
Safety Questionnaire/Safety Plan
Guaranteed Maximum Pricing Plan form
Alternative Price Form
Schedule of Values
Bond Forms
Appendix B
   Alaska Business Licenses/Professional registrations
Appendix C
   Design Build Contract Form, General Conditions
   Supplemental Conditions
Appendix D
   Project Location, Maps
Appendix E
   Facility Minimum Performance Criteria and Conceptual Design
Appendix F
   SHI’s program with Projects A though XC
FABLAB/Makerspace

The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter a Contract with SHI in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.

PROPOSER’S ACKNOWLEDGEMENTS

Proposer accepts all of the terms and conditions of the Instructions to Proposers including without limitation. This Proposal will remain subject to acceptance for 60 days after the evaluation of the proposals, or for such longer period of time that Proposer may agree to in writing upon request of SHI.

PROPOSER’S REPRESENTATIONS

In submitting this Proposal, Proposer represents that:

A. Proposer has examined and carefully studied the Proposal Documents, other related data identified in the Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
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</table>

B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Proposer has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

E. Proposer has considered the information known to Proposer; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Request for Proposal Documents; and the Site-related reports and drawings identified in the Request for Proposal Documents, with respect to the effect of such information, observations, and documents on (1) the
cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposal, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Request for Proposal Documents; and (3) Proposal’s safety precautions and programs.

F. Based on the information and observations referred to in Paragraph E above, Proposer does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Proposal Documents.

G. Proposer is aware of the general nature of work to be performed by SHI and others at the Site that relates to the Work as indicated in the Request for Proposal Documents.

H. Proposer has given SHI written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by OWNER is acceptable to Proposer.

I. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

J. Proposer agrees not to withdraw its Proposal within 60 days after the actual date of the Proposal Due Date.

PROPOSAL SUBMITTAL

This Proposal is submitted by:

If Proposer is:

An Individual

Name (typed or printed):___________________________________________

By:___________________________________________

(Individual's signature)

Doing business as:___________________________________________

A Partnership

Partnership Name:___________________________________________
By: ____________________________________________ (Signature of
general partner - attach evidence of authority to sign)

Name (typed or printed): ____________________________________________

A Corporation

Corporation Name: _________________________________ (SEAL)

State of Incorporation: ________________________________

Type (General Business, Professional, Service, Limited Liability): ______

By: ____________________________________________

(Signature - attach evidence of authority to sign)

Name (typed or printed): ____________________________________________

Title: __________________________________________________________

(CORPORATE SEAL)

Attest: _________________________________________________________

Date of Qualification to do business in Alaska is _____/____/____.

A Joint Venture

Name of Joint Venture: ________________________________

Address: ____________________________________________

By: ____________________________________________________ (Individual's
signature)

By: ____________________________________________________ (Individual's
signature)

By: ____________________________________________________ (Individual's
signature)

By: ____________________________________________________ (Individual's
signature)

By: ____________________________________________________ (Individual's
signature)

21
PROPOSER'S CERTIFICATION

Proposer certifies that:

A. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or Corporation.

B. Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham Proposal.

C. Proposer has not solicited or induced any individual or entity to refrain from submitting a proposal; and

D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

2. "fraudulent practice" means an intentional misrepresentation of facts made:

   (a) to influence the bidding process to the detriment of SHI,
   (b) to establish bid prices at artificial non-competitive levels, or
   (c) to deprive OWNER of the benefits of free and open competition.

3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of SHI, a purpose of which is to establish bid prices at artificial, non-competitive levels.

Proposer will complete the Work in accordance with the Contract Documents for the prices in Price Form.

Proposer accepts the provisions of the Agreement as to liquidated damages.

ATTACHMENTS TO THIS PROPOSAL

The following documents are submitted with and made a condition of this Bid:

A. Evidence of authority to do business in the State of Alaska; or a written covenant to obtain such license within the time for acceptance of Proposal.

B. Contractor's Certificate of Registration No.:_________ in compliance with AS08.IS [or] Evidence of Proposer's ability to obtain a State Contractor's Certificate of Registration and a covenant by Proposer to obtain said Certificate within the time for Award of Contract.
C. Proposal, as defined in Section 2 of the Request for Proposals.

DEFINED TERMS

The terms used in this Proposal with initial capital letters have the meanings stated in the Instructions to Proposers, the General Conditions, and the Supplementary Conditions.
Safety Program - Questionnaire

Required form: Proposer shall complete all fields.

General Information
Request for Proposals Safety Program - Questionnaire

Injury & Illness Incidents & Frequency Rate

<table>
<thead>
<tr>
<th>Total Employee-hours Worked</th>
<th>CALENDER YEAR 2021</th>
<th>CALENDER YEAR 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of lost work-day cases Injuries/Illnesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Total of column H of the OSHA 300 log)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lost work-day Incidence Rate (see formula below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Recordable Injury/Illnesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Totals in columns H, I &amp; J of the OSHA 300 log)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recordable Incidence Rate (see formula below)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The formula for either rate is: \( \frac{\text{# of (lost work-day cases or total recordable cases)}}{200,000} \times \text{Total Employee-hours worked} \)

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Title</td>
</tr>
<tr>
<td>City</td>
<td>Phone</td>
</tr>
<tr>
<td>State/Zip Code</td>
<td>Fax</td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>
(Checklist-Program Assessment)

Please indicate by placing an "X" in the appropriate box as to whether or not your company includes the following items in your accident prevention program. If items do not apply to your company mark the N/ A response. Provide an explanation in the notes section at the end of the checklist for any NO or N/A responses.

### Principal Commitment

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
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<tbody>
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</tbody>
</table>

- Written Safety & Health Policy signed by a company principal with an emphasis on company commitment to Safety & Health
- Designated Safety Administrator/Coordinator trained in Safety & Health hazard recognition and management/risk control
- Consider safety and health issues as an overriding factor
- Have an annual safety and health budget, and budgets for each job. Funds available to support the safety program on companywide and project specific basis
- Company policy gives employees authority to shut down operations because of a safety hazard that presents an imminent danger to employees
- Have safety and health policy requirements written into contracts to require subcontractors to meet your safety requirements
- Utilize a pre-qualification safety & health screening method to select subcontractors, suppliers, or vendors

### Accident Prevention Plan & Procedures

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
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<tbody>
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</table>

- Provide safety and health rules that equal to OSHA standards.
- Provide safety and health rules that exceed OSHA standards.
- Require JHA's (Job Hazard Analysis)
- Have a written Hazard Communication Program?
- Have new hire orientation procedures
- Emergency Action Plan
- Disciplinary Procedures
- Employee Training & Documentation
- Written Policy & Procedures to cover tasks associated to your type of business

### Designated Safety Coordinator/Manager/Committee

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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</table>

- Safety responsibilities clearly defined
- Reports to executive management.
- Conducts safety inspection or audits.
- Investigates injuries and accidents

### Emergency Procedures and First Aid/CPR

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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</table>

- First Aid and CPR Certifications (Current and up to date)
| Written emergency procedure plan for evacuation |
| Crisis Management Plan |
| Appropriate First Aid Supplies available |
| Emergency Rescue plan in place for a fall and caught-in-between victim (i.e., falls, excavations, confined spaces, etc.) |

**Inspections/ Accident Investigation/Reports**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>Maintain safety and health recordkeeping requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide safety inspection and accident investigation procedures</td>
<td></td>
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<tr>
<td>Injury accidents are investigated promptly after an occurrence and a report is presented</td>
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<tr>
<td>Accident reports are reviewed regularly to determine corrections</td>
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<tr>
<td>Weekly safety and health inspections by a supervisor</td>
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<td></td>
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<tr>
<td>Safety and health issues are discussed and addressed</td>
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<tr>
<td>An investigation procedure for near misses</td>
<td></td>
<td></td>
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<tr>
<td>Site inspections conducted by a competent person and documented</td>
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**Consistent Use of Safety Posters & Posted Information**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
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<tbody>
<tr>
<td>All required Federal and State forms &amp; notices are posted</td>
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<tr>
<td>Injury and illness records (OSHA 300 log) are posted as required</td>
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<tr>
<td>Use warning signs to alert workers to hazards</td>
<td></td>
<td></td>
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<tr>
<td>Safe work practices and rules posted</td>
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<td></td>
</tr>
<tr>
<td>Crane and material handling hand signals posted</td>
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</table>

**Substance Abuse Policy & Procedures**

<table>
<thead>
<tr>
<th>YES</th>
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<tbody>
<tr>
<td>Written Drug &amp; Alcohol Policy</td>
<td></td>
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<tr>
<td>Drug testing protocol</td>
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<tr>
<td>Alcohol testing protocol</td>
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</table>

**Site Specific Safety Plans**

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<thead>
<tr>
<th>YES</th>
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<tbody>
<tr>
<td>Documented preplanning process or list</td>
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<tr>
<td>Weekly safety meetings (toolbox safety discussions)</td>
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<tr>
<td>Written site-specific plans (fall protection, scaffold erection, confined space, etc.)</td>
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Description of Safety Program
Proposer may provide additional pages describing the overall safety program.
GUARANTEED MAXIMUM PRICE FORM

Fixed Price for Design and Construction of Guaranteed Maximum Scope of Work:

$_________________________________________________________ Dollars

Note: Include the following information as a supplemental information as required by the Request for Proposal:

• Provide basis of pricing; methodology and project design features used to determine pricing; and
• Provide pricing assumptions if material to contingencies included in pricing to consider whether scope or project risk allocation could be revised to obtain a higher value price and scope of work.

Alternative Options: pricing shall be provided for any Alternative Options included in the Proposal. Proposer hereby certifies the validity of Alternative Options prices, as presented by the Proposer.

This Price Form is submitted by:

If Proposer is:

An Individual
Name (typed or printed): ________________________________

By: ________________________________________________
(Individual's signature)

Doing business as: ________________________________

A Partnership.
Partnership Name: ________________________________

By: ________________________________________________
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed: ________________________________
A Corporation

Corporation Name: ___________________________(SEAL)

State of Incorporation: ____________________________

Type (General Business, Professional, Service, Limited Liability): _____  

By: ____________________________________________
   (Signature - attach evidence of authority to sign)

Name (typed or printed): ____________________________

Title: ____________________________________________
   (CORPORATE SEAL)

Attest ____________________________________________

Date of Qualification to do business in Alaska is _____/____/____.

A Joint Venture

Name of Joint Venture: __________________________________________________________

Address: _____________________________________________________________________

By: ____________________________________________
   (Individual's signature)

By: ____________________________________________
   (Individual's signature)

By: ____________________________________________
   (Individual's signature)

By: ____________________________________________
   (Individual's signature)
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TOTAL GUARANTEED MAXIMUM PRICE

Need to fix form to put in a value for Quality Management
ALTERNATIVE OPTION - PRICE FORM

(Additive Options to Guaranteed Maximum Price)

PROJECT B __________________________ Guaranteed Maximum Price,

PROJECT XA __________________________ Guaranteed Maximum Price

PROJECT XB __________________________ Guaranteed Maximum Price

PROJECT XC __________________________ Guaranteed Maximum Price
FABLAB

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Effective Date of Agreement:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Effective Date of Agreement):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Contractor's Name and Corporate Seal

By: ____________________________
Signature
______________________________
Print Name
______________________________
Title
Attest: _________________________

SURETY
Surety's Name and Corporate Seal

By: ____________________________
Signature (Attach Power of Attorney)
______________________________
Print Name
______________________________
Title
Attest: _________________________
1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, equipment, design, engineering, and other professional furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:

      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, which is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfying obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of ten years from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, equipment, design, engineering, or other professional services for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, equipment, design, engineering, or other professional services" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, equipment, design, engineering, or other professional services were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.
FABLAB PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

   Effective Date of Agreement:
   Amount:
   Description (Name and Location):

BOND

   Bond Number:
   Date (Not earlier than Effective Date of Agreement):
   Amount:
   Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each causethis Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Surety

__________________________ (Seal)
__________________________ (Seal)

Contractor's Name and Corporate Seal        Surety's Name and Corporate Seal

FOR INFORMATION ONLY - (Name, Address, and Telephone)

Surety Agency or Broker:
Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract or repair or correct any defective performance. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1: and
   2.3 Owner has agreed to or has paid the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform, complete or correct the work provided under the Contract; or
   3.2 Undertake to perform, complete or repair the work to be provided under the
Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance, completion or repair of the work to be provided under Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price, if any, incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform, repair or complete, arrange for the repair or completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete or repair the work to be provided under the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages of the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract.

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner becomes aware of the Contractor Default or within ten years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 **Balance of the Contract Price:** The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 **Contractor Default:** Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

---

FOR INFORMATION ONLY - *Name, Address and Telephone*

Surety Agency or Broker:
Appendix B---Alaska Business Licenses/Registrations

APPENDIX B

ALASKA BUSINESS LICENSES AND REGISTRATIONS
Contractor and all Subcontractors must comply with the following applicable requirements of Alaska Statutes at time of Award:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) issued prior to submittal of proposals as required by AS 36.30.210(e) for Contractor; and not later than five (5) days after a Notice of Intent to Award as required by AS 36.30.210(a) and AS 36.30.250(a) for all Subcontractors.

2. **Certificate of Registration** (Form 08-2407) as required by AS 08.18.011 for Construction Contractors, including General Contractors, Specialty Contractors (AS 08.18.024), Residential Contractors (AS 08.18.025), Electrical Contractors (AS 08.18.026), and Mechanical Contractors (AS 08.18.028).

3. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.331) issued prior to submittal of proposal. Associates, consultants, specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).

4. **Certificate of Authorization for Corporate Practice** for incorporated Contractors and incorporated Subcontractors for architecture, Engineering or Land Surveying (Form 08-2407 issued under AS 08.48.241). Corporations offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain corporate registration before contract award (AS 08.48.241).

5. **Certificate of Incorporation** (Alaska firms) or **Certification of Authorization for Foreign Firm** ("Out of State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 -Alaska Corporations Code).

6. **Current Board of Director’s Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering or Land Surveying (reference AS 08.48.241) which names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract / Subcontracts.

7. **All partners** in a Partnership to provide Architectural, Engineering, or Land Surveying must be legally registered in Alaska prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.

8. **Partnerships and Joint-Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Partnership or Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
CERTIFICATION - COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract will be accurate, complete, and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contracting Agency the right to annul the contract, or, at its discretion, to deduct from the contract price, the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Appendix C--- Draft Design Build Contract for FABLAB/Makerspace

Appendix D----Project Location, Map

Appendix E---Environmental Documents
APPENDIX F

FACILITY MINIMUM PERFORMANCE CRITERIA

Compliance Documents

Materials, Construction Means and Methods, and Inspection Procedures

In addition to the compliance documents referenced in Section 1.0, the following list of Project compliance documents applies to material selections, construction means and methods, and inspection procedures. The Design-Builder's Architect of Record shall be responsible for selecting the most appropriate governing standard, code, or specification. The General Conditions and Supplementary Conditions of the Contract shall govern in the event of a conflict.