

Municipality of Anchorage

PORT OF ALASKA MODERNIZATION PROGRAM DESIGN/BUILD SERVICES FOR HELIPAD AND ACCESS ROAD

REQUEST FOR PROPOSAL NO. 2026P002

SECTION II

BID DOCUMENTS

Escrow of Bid Documentation

Contract Documents List

Bid Bond

Performance & Payment Bond

Responsible Bidder Questionnaire

Form HS-1

Bidder's Checklist

ESCROW OF BID DOCUMENTATION

Furnish a legible copy of your bid documentation and an affidavit, as instructed in writing by the Purchasing Officer. Bid documentation consists of written documentation of all quantity takeoffs, construction schedules on which the bid is based, cost estimates, rates of production and progress, assumptions, calculations, quotes from subcontractors and suppliers, and other information used to prepare your bid for this project.

Obtain and furnish the same level of bid documentation, for each subcontractor, supplier or fabricator with a subcontract or agreement exceeding \$200,000, regardless of tier. Seal each entity's documentation in separate envelopes, labeled with the entity's name and address, submission date, and project name and number. Include a cover letter or quote signed by a responsible party.

Meet the following requirements:

1. Submitting Bid Documentation. Place bid documentation in a sealed container clearly marked "Bid Documentation" and labeled with the bidder's name and address, submission date, and project name and number. Deliver the sealed container to the MOA-designated document Depository for safekeeping.
2. Affidavit. Submit directly to the Purchasing Officer a signed and certified affidavit attesting that:
 - a. The affiant has examined the bid documentation and that it includes all documents used to prepare the bid;
 - b. The sealed container contains all bid documentation submitted;
 - c. The escrow materials were relied on to prepare the bid; and
 - d. Should a dispute arise, the Contractor's rights to use bid preparation documentation other than those in escrow are waived.
3. Access and Use of Escrow Documents. The bid documentation will remain in escrow, without access by either party, except as otherwise provided herein.

In the event the Contractor (1) provides notice of intent to claim, (2) a claim, (3) a contract change order, or (4) initiates contract related litigation, the MOA may obtain copies of the bid documentation as provided herein.

Both parties will submit to the Depository and copy to each other a list of personnel that are authorized to access the escrow documents. Use forms provided by the Depository.

Upon request, the Depository will set the time and place for access to escrow documents, will monitor the escrow documents review, and will arrange for a method of copying escrow documents. Access to escrow documents shall require at least five days advance written notice so that the other party has the opportunity to witness the escrow review, examination and use. There is no requirement that both parties witness the escrow document review, but if one party is absent then the review must occur in the presence of a neutral third-party observer to be designated by the Depository.

Notwithstanding paragraph five below, the MOA will be allowed: to make copies of any and all escrow documentation (whether hard-copy, electronic, or otherwise); to use and review any copies made whether in the presence of the Contractor, or not; and to share copies with staff and consultants directly involved in the subject dispute.

Distribution is not authorized except as related to resolution of a dispute. The MOA will be allowed to incorporate pertinent copies as supporting documentation in all significant contract change orders, contractual disputes, and the settlement of disputed claims.

The MOA is not liable for any contractor costs associated with escrow review and use.

4. Failure to Provide Bid Documentation. Refusal or failure to provide your bid documentation or affidavit renders your bid nonresponsive. Failure or refusal to provide Subcontractor bid documentation, will result in subcontract disapproval.
5. Confidentiality of Bid Documentation. Materials held in escrow are your property. Except as otherwise provided herein, the escrow materials cannot be released without your approval.
6. Cost and Escrow Instruction. The MOA pays to store all escrowed materials and instructs the depository regarding escrow.
7. Payment. Include within the overall Contract bid price all costs to comply with this subsection.
8. Return of Escrow Documentation. The original escrow documents will be returned to you once litigation is concluded, outstanding claims are resolved, you have completed the Contract.

ESCROW OF PROPOSAL DOCUMENTATION AFFIDAVIT

THE UNDERSIGNED HEREBY CERTIFIES THAT THE ESCROW OF PROPOSAL DOCUMENTATION CONTAINED HEREIN CONTAINS ALL OF THE INFORMATION WHICH WAS USED TO DEVELOP THE PROPOSAL AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND THAT THE DOCUMENTATION IS CORRECT AND COMPLETE IN ACCORDANCE WITH SECTION 00 54 01. SUBMITTAL BY THE CONTRACTOR OF A CLAIM WHICH IS NOT CONSISTENT WITH THE CONTENTS OF THESE PROPOSAL PREPARATION DOCUMENTS SHALL RESULT IN DENIAL OF THE CLAIM.

By:_____

Title:_____

Firm:_____

Date of Submission:_____

Project Name & Number:

ESCROW OF PROPOSAL DOCUMENTATION ACCESS INSTRUCTIONS

Project Name:

Project No.:

Access to the escrow documents stored at Alaska Archives shall require that one person from both entities be present to open the container. A picture ID (Alaska Driver's License or Alaska Identification Card) and signature comparison from the list below will be required to establish the persons' authorized access. The attached Sign In sheet shall be used as a record of access.

MUNICIPALITY OF ANCHORAGE	COMPANY

ACCESS RECORD
ESCROW DOCUMENT SIGN IN / SIGN OUT SIGNATURE SHEET

SIGN IN

SIGN OUT

MOA Purchasing Officer Date

MOA Purchasing Officer Date

[CONTRACTOR] Date

[CONTRACTOR] Date

MOA Purchasing Officer Date

MOA Purchasing Officer Date

[CONTRACTOR] Date

[CONTRACTOR] Date

CONTRACT DOCUMENTS LIST

- I.** CONTRACT
- II.** The Bid Proposal - pages numbered as BP1 thru BP3, as contained in RFP 2026P002
- III.** Contractor's written Proposal
- IV.** The Contractor's Performance and Payment Bond
- V.** The Contractor's Certificates of Insurance
- VI.** Responsible Bidder Questionnaires (completed by Contractor and all Subcontractors)
- VII.** Equal Employment Opportunity Contract Compliance Specifications and Forms, as contained in Section V of RFP 2026P002.
- VIII.** Minimum Rates of Pay - State of Alaska Wage Rate / The Laborers' and Mechanics' Minimum Rates of Pay, as referenced in Section V of RFP 2026P002.
- IX.** Davis-Bacon Act Wage Determination # AK20250001, as referenced in Section V of RFP 2026P002.
- X.** Owner's Project Criteria and Attachments
 - A.** Port of Alaska Modernization Program – Helipad and Access Road - Division 01 Specifications
 - B.** Port of Alaska Modernization Program Computer Aided Design and Drafting (CADD) Standards Manual – Rev. 01 – November 17, 2017
 - C.** Port of Alaska Modernization Program Design Management Manual - Design/Build
 - D.** Anchorage Port Modernization Program - Project Survey Manual – July 2015
- XI.** Front End Engineering Design (FEED) Documents
 - A.** Port of Alaska Modernization Program – Helipad and Access Road - 35% Drawings
 - B.** Port of Alaska Modernization Program – Helipad and Access Road - 35% Basis of Design
 - C.** POA Right of Way Permit Application and MOA Review Comments
 - D.** Terminal 1 Replacement Project Designated North Extension Laydown Area
- XII.** Sample Forms
- XIII.** Federal Contract Clauses and Certifications
- XIV.** MARAD Terms and Conditions
- XV.** Draft Community Workforce Agreement
- XVI.** MOA DBE Specifications for Municipal Projects

CONTRACT AND PERFORMANCE AND PAYMENT BOND SIGNATURE INSTRUCTIONS

1. The full name and business of the Contractor shall be inserted on Page 1 of the Contract and on the Performance and Payment Bond, hereinafter the Bond.
2. Two copies of the Contract and the Bond shall be manually signed by the Contractor. If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Contract and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed contract and the Bond.
3. If the Contractor is a corporation, the President of the corporation shall execute the Contract and the Bond unless a Power-of-Attorney or corporate resolution shall accompany the executed Contract and Bond.
4. The Bond shall be returned to the Purchasing Department undated. The Contract Date shall be inserted on the Contract when the Municipality signs the Contract and the Bond shall be dated the same as the Contract Date.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____ a
corporation organized under the laws of the _____ and
authorized to transact surety business in the State of Alaska, of _____
_____ as Surety, are held and firmly bound unto the THE
MUNICIPALITY OF ANCHORAGE, as Oblige, in the full and just sum of _____
_____ (\$____) Dollars, lawful money of the UNITED STATES, for the
payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by the presents.

WHEREAS, the said Principle is herewith submitting its proposal for the POA ADMINISTRATION
BUILDING DESIGN/BUILD. The condition of this obligation is such that if the aforesaid Principal
will, within the time required enter into a formal contract and give a good and sufficient bond to
secure the performance of the terms and conditions of the contract, then this Obligation to be void;
otherwise the Principal and Surety will pay unto to the Oblige the amount stated above.

Signed, sealed, and delivered _____, 202_.

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

Contractor Name

Contractor Signature

Corporate Surety

Surety Business Address

BY: _____
(Attorney-In-Fact)

(AFFIX SURETY SEAL)

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____
Of _____ as Principal, and _____
a corporation organized under the laws of the _____
and authorized to transact surety business in the State of Alaska, of

as Surety, are held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as Obligee, in
the full and just sum of _____
(\$ _____) Dollars, lawful money of the UNITED STATES, for the payment
which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into a
certain contract dated the _____ date of _____ 202__, with the Obligee for the design
and construction of HELIPAD AND ACCESS ROAD which contract is hereby referred to and made
a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said contract, and shall promptly make payments
to all persons supplying labor and material in the prosecution of the work provided for in said
contract, during the original term of said contract and any extensions of modifications thereof that
may be granted by the Municipality, with or without notice to the Surety, then this obligation to be
void; otherwise to remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who
may perform any work or labor or furnish any material in the execution of said Contract and may be
sued on thereby in the name of said Obligee.

This said Surety, for the value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same, shall in anywise affect its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the contract or to the work or to the specifications.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hererof in

_____ original counterparts as of the _____ day of _____, 202__.

WITNESS AS TO PRINCIPAL:

Principal Name

Principal Signature

(AFFIX CORPORATE SEAL)

Corporate Surety

(AFFIX SURETY SEAL)

Surety Business Address

BY: _____
(Attorney-In-Fact)

**INSTRUCTIONS TO BIDDER REGARDING
RESPONSIBLE BIDDER QUESTIONNAIRE
FOR CONSTRUCTION PROJECTS**

If the lowest responsible bidder for the project is over one hundred thousand US dollars (\$100,000.00), the three (3) page questionnaire is a requirement in order for the Municipality of Anchorage to proceed to contract. It is required to be provided at time of Bid. This is required for the prime contractor and all of the known sub-contractors to fill out.

If the lowest responsible bidder and the project is awarded for less than one hundred thousand US dollars (\$100,000.00), this questionnaire is not required for contract.

This form is to be filled out by the prime, and subcontractors that perform work “on-site”. On-site is defined as the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.

Municipality of Anchorage Contractor Questionnaire

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

This form is to be filled out by the prime, and subcontractors that perform work "on-site". On-site is defined as the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.

Contractor/Vendor Name: _____

Owner(s) of Company (if sole proprietorship or partnership): _____

List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

Has your company changed names, business license number, or contractor registration number in the past three years?

☐ Yes ☐ No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

☐ Yes ☐ No

If "Yes," explain on a separate signed page, including the reason for the change.

Certifications & Disclosures

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

Debarment

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

☐ Yes ☐ No

Occupational Safety & Health

Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency.
- ☐ Yes ☐ No
3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state's occupational safety and health agency, made a determination of violation against your company?

Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "Yes," attach a separate signed page describing each citation.

Wage & Hour

Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?
- ☐ Yes ☐ No
5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.
- ☐ Yes ☐ No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Unemployment Insurance & Workers' Compensation

6. In the last three years has there been a determination of violation of unemployment insurance or workers' compensation requirements against your company?
- ☐ Yes ☐ No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Licensing & Registration

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

☐ Yes ☐ No

If "Yes," attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

Subcontracting

8. I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.

☐ Yes ☐ No

9. I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.

☐ I understand

10. I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.

☐ I understand

11. I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.

☐ I understand

I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____
(Signature)

(Printed name and title)

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality's determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.

FORM HS-1

Name of Applicant:

The applicant must provide the following information regarding health and safety of their firm.

Provide a description of the firm's formal health and safety training:

Provide a summary of the firm's Lost-Time Accident history for the past three (3) years:

Firm's Experience Modification Rate (EMR) for each the last (3) three years

2023 EMR:

2024 EMR:

2025 EMR:

BIDDER'S CHECKLIST
INSTRUCTIONS TO BIDDER

I. GENERAL

Bidders are advised that notwithstanding any instructions or implications elsewhere in this Request for Proposal only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

II. REQUIRED DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

NOTE: "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the proposal."

- ☒ Bid proposal consisting of three (3) pages numbered BP-1 of 3 through BP-3 of 3. Page **BP-3 of 3** **must** be manually signed.
- ☒ Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- ☒ Bid Bond, certified check, cashier's check, money order or cash shall be submitted with the bid in the amount indicated.
- ☒ Attachment D1 of Exhibit K Federal Contract Clauses and Certifications
- ☒ Attachment D2 of Exhibit K Federal Contract Clauses and Certifications
- ☒ Disadvantaged Business Enterprise Program (DBE) subcontractor Utilization Form of Exhibit K Federal Contract Clauses and Certifications
- ☒ Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form of Exhibit K Federal Contract Clauses and Certifications
- ☒ **DBE Statement (Form 10-029) of Exhibit N MOA DBE Specifications for Municipal Projects**
- ☒ **Bidder Registration/DBE/ESBE Commitment (Form 10-032) of Exhibit N MOA DBE Specifications for Municipal Projects (Page 1 Only)**
- ☒ Form HS-1
- ☒ All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.

III. REQUIRED DOCUMENTS AFTER BID OPENING

The following documents are required within five (5) working days of notification by the Purchasing Office. Failure, in whole or in part, to submit the documents required below will be grounds to determine the Bidder as non-responsible.

☒ In accordance with AO No. 2019-130 (S), Anchorage Municipal Code 7.20.030 and 7.20.070, Contractor Questionnaire consisting of three (3) Pages, Prime Contractor Form Filled out by Prime Contractor **and** all known subcontractors.

☒ A copy or the license number of your valid State of Alaska Business License.

☐ A copy or the license number of your State of Alaska Contractor License.

☐ A copy or the license number of your Municipality of Anchorage Contractor

License. ☒ A copy of your SAM report **or verification it has been ordered.**

☒ Your SAP vendor number **or verification it has been ordered.**

☒ **Payment Progress Reports Acknowledgment (Form 10-031) of Exhibit N**

MOA DBE Specifications for Municipal Projects

☒ **Bidder Registration/DBE/ESBE Commitment (Form 10-032) of Exhibit N**

MOA DBE Specifications for Municipal Projects (Completed Form)