

JUN 11 2012

REQUEST FOR REVIEW
before the
FEDERAL COMMUNICATIONS COMMISSION

FCC Mail Room

CC Docket No. 02-6

**Re: Applicant Name: NORTHWEST ARCTIC BOROUGH
SCHOOL DISTRICT**

Billed Entity No: 145645
Funding Year: 2007-2008
Form 471 Application No.: 569600
Funding Request Number: 1572016

I. INTRODUCTION

Pursuant to 47 C.F.R. § 54.719(c), the Northwest Arctic Borough School District (the "District") appeals to the FCC from the Universal Service Administrative Company, Schools & Libraries Division ("SLD") Administrator's Decision on Appeal, dated April 9, 2012. This appeal is based on SLD's decision to maintain its denial of the District's Funding Year 2007-2008 Funding Request Number: 1572016. The District seeks remand to SLD for full funding of the FRN.

Enclosed for the Commission's consideration are the following documents:

Exhibit A: Northwest Arctic Borough School District Request for Proposals, Division 0, Noatak K-12 Replacement School Project.

Exhibit B: Northwest Arctic Borough School District Contract dated February 5, 2007, with UIC Construction, LLC, in the amount of \$695,000.00 for the telecommunications portion of the Noatak K-12 Replacement School Project.

Exhibit C: Form 471 Application No.: 569600, dated February 6, 2007.

Exhibit D: June 4, 2007, letter from USAC to Northwest Arctic Borough School District regarding FRN: 1572016.

Exhibit E: Email dated June 4, 2007, from Northwest Arctic Borough School District to USAC accepting the reduced funding set forth in Exhibit D.

Exhibit F: Information downloaded from the USAC website demonstrating a funding commitment decision letter for FRN:

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1572016, dated July 26, 2007, in the amount of \$611,807.40. The document further indicates a 471 Service Start Date of July 1, 2007.

Exhibit G: Form 486 dated April 30, 2009, relating to FRN: 1572016.

Exhibit H: Form 486 Notification Letter dated May 13, 2009, resetting the Service Start Date as December 31, 2008.

Exhibit I: Funding Commitment Decision letter for Funding Year 2007-2008, dated September 19, 2011, from USAC to UIC Construction, LLC, approving FRN: 1572016 in the amount of \$611,807.40.

Exhibit J: Form 472 (BEAR) Notification Letter dated July 27, 2011 from USAC to UIC Construction, LLC, denying the reimbursement request for FRN: 1572016.

Exhibit K: Form 472 (BEAR) Notification Letter from USAC to UIC Construction, LLC and Northwest Arctic Borough School District dated September 23, 2011, denying reimbursement for FRN: 1572016 with the explanation "Ship Date Before 486 Service-Start Date."

Exhibit L: Form 472 (BEAR) Notification Letter dated January 6, 2012, from USAC to UIC Construction, LLC and Northwest Arctic Borough School District denying reimbursement for FRN: 1572016 with the explanation "Ship Date Before 486 Service-Start Date."

Exhibit M: Letter of Appeal dated March 27, 2012, from E-Rate Central on behalf of the Northwest Arctic Borough School District to USAC requesting an adjustment to the Form 486 Start Date for FRN: 1572016.

Exhibit N: Administrator's Decision on Appeal dated April 9, 2012, regarding FRN: 1572016.

Exhibit O: Resume of Judith Richards.

II. STATEMENT OF FACTS

A Form 486 should have been filed no later than 120 days after the Service Start Date, or 120 days after the July 26, 2007, Funding Commitment Decision Letter, whichever date was later. The Form 486 was not filed until April 30, 2009, obviously after the deadline.

Therefore, USAC reset the Service Start Date of the FRN: 1572016 to the date 120 days before the Form 486 was received or postmarked, i.e. December 31, 2008. Exhibit H. Because USAC will not pay discounts on services received before the Service Start Date,

funding for the FRN was ultimately denied (see Exhibits J, K, and L), although initially approved in a Funding Commitment Decision Letter dated December 19, 2011. Exhibit I.

Four separate individuals were responsible for the District's E-Rate program during the pendency of this matter. Karl Kowalski, the Director of Instructional Technology, filed the Form 471 on February 26, 2007, setting forth a Service Start Date of July 1, 2007. That date was consistent with the District's Request for Proposals (Exhibit A), and the District's construction contract with UIC Construction dated February 5, 2007. Exhibit B. Mr. Kowalski's last day of employment with the District was June 30, 2007, prior to the funding commitment decision letter dated July 26, 2007. Exhibit F.

The next Director was David Reilly who started on July 1, 2007. His tenure with the District was short lived, and for the months of April, May and June, 2008, Robin Gage, the District's current Power School Administrator, became the Interim Director.

The current Director, Judith Richards, took over in the Fall of 2008, and ultimately recognized that a Form 486 had not been filed. She submitted one on April 30, 2009. Exhibit G. Although Ms. Richards' Resume demonstrates substantial technical experience, she had essentially no e-rate experience when she was hired by the District. Exhibit O.

When that Form 486 was accepted by the USAC, the Notification Letter made no specific statement that the reset Service Start Date of December 31, 2008, was outside the Funding Year July 1, 2007-June 30, 2008. Exhibit H. And most critically the Notification Letter did not state the consequences of that reset starting date. See Exhibit H, page 3. No mention was made that funding for services rendered prior to the new start date would be reduced for the funding request. In this case, with the E-Rate construction project already completed by UIC Contracting, LLC, no funding would be approved.

While the Form 486 General Instructions do contain the statement that “UIC will not provide discounts for the services rendered prior to the new start and will reduce the funding commitment for the relevant FRN as appropriate”, the more significant document, the actual Form 486 Notification Letter, did not contain that admonition regarding the reset Service Start Date. In essence, notifying an applicant of a 60-day right to appeal without notification of the adverse consequences of the appealable action, is unfair, unhelpful, and not designed to avoid confusion, and educate, so as to prevent the adverse consequences that occurred here.

Incredibly, UIC Construction, LLC then received a Funding Decision Commitment Letter dated September 19, 2011 (Exhibit I), stating that the FRN: 1572016 was approved for the \$611,807.40. Although subsequent Form 472 (BEAR) Notification Letters dated September 23, 2011 (Exhibit K) and January 6, 2012 (Exhibit L), reduced funding to \$0.00, neither UIC Construction, LLC nor the Northwest Arctic Borough School District were advised in those letters of any rights to appeal those funding denials to either USAC or the FCC. Yet, appeal rights, which the District had no reason to exercise, were stated in the FCDL dated September 19, 2011 (Exhibit I) which granted funding in the amount \$611,807.40.

III. DISCUSSION

As the FCC has routinely recognized, “many E-rate program beneficiaries, particularly small entities, contend that the application process is complicated, resulting in a significant number of applications for E-rate support being denied for ministerial, clerical or procedural

errors.”¹ In such instances, the FCC has found that denials of the underlying applications are not warranted when “due to unintentional administrative or clerical errors, and the records...do not reveal more fundamental problems, such as misuse of funds or a failure to adhere to program requirements.”² As the FCC has recognized:

“...the primary jobs of most of the people filling out these forms include school administrators, technology coordinators and teachers, as opposed to staff dedicated to pursuing federal grants, especially in small school districts. Even when a school official becomes adept at the application process, unforeseen events or emergencies may delay filings in the event there is no other person proficient enough to complete the forms.”³

The FCC has also discussed factors which do give rise to a violation of the competitive bidding process. Those factors include not seeking competitive bids, or failing to disclose the types of services sought by the district, thereby preventing service providers from properly bidding on a request.⁴

The FCC’s determination to distinguish between the types of error involved is not surprising in light of the dictates of The Communications Act of 1934. This Act directs the FCC to “enhance ... access to advanced telecommunications and information services for all

¹ In the Matter of Requests for Review of the Decisions of the Universal Service Administrator by Archer Public Library, CC Docket No. 02-6, SLD 140961 et. al. para. 7 (Rel. October 30, 2008).

² *Id.*

³ In the Matter of Requests for Review of the Decision of the Universal Service Administrator by Alaska Gateway School District, CC Docket No. 02-6, SLD 412028, et al., para. 7 (Rel. September 14, 2006).

⁴ In the Matter of Requests for Review of the Decisions of the Universal Administrator, by Albert Lea Schools, et al., CC Docket No. 02-6, SLD-517274, et al., at para. 15 (Rel. April 14, 2009).



public and non-profit elementary and secondary school classrooms.”⁵ Denials of funding based on clerical or procedural errors “inflicts undue hardship on the applicants.”⁶

As stated above, on numerous occasions, the FCC has granted waivers of its rules and procedures to ensure both that the spirit of the law is served and that needy school districts receive access to telecommunications:

Moreover, we find that denying petitioner’s requests would create undue hardship and prevent these otherwise eligible schools and libraries from receiving funding that they need to bring advanced telecommunications and information services to their students and patrons. By contrast, waiving . . . our rules to the limited extent necessary . . . will further the goal of section 254 of the Act – ensuring access to discounted telecommunications and information services to schools and libraries – and therefore serve the public interest.⁷

Failure to receive the funds at issue in this matter has had a significant, detrimental impact on the District and its mostly Alaska Native students. The District straddles the Arctic Circle in Northwestern Alaska. The District encompasses approximately 36,000 square miles of land, the same size as the entire state of Indiana. There are no roads connecting the 11 communities within the District. Travel is possible only by air, boat or snow machine. Telecommunications service to and from those communities are solely through satellite facilities. There are no terrestrial or microwave services. All voice, video, data and Internet services are delivered via satellite by a very few telecommunications providers who maintain facilities in this remote region of our Nation. With no choice but to use other funds to replace denied E-rate funding, other educational needs of the District have been adversely affected.

⁵ *Id.* at para. 8.

⁶ *Id.*

⁷ In the Matter of Requests for Review of the Decisions of the Universal Service Administrator by Academy of Excellence, et al., CC Docket No. 02-6, SLD-261209, et. al., at para. 9 (Rel. May 8, 2007).

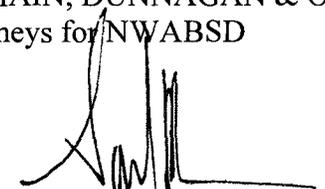
V. CONCLUSION

The FCC has recognized that “waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general.”⁸

The District has demonstrated that a denial of funding works an undeniable and substantial hardship on the District and its students. The factual circumstances of this case warrant the FCC granting the appropriate rule waivers so that the matter can be remanded to the USAC with a direction that full funding for FRN: 1572016 Funding Year 2007 be approved.

DATED at Anchorage, Alaska, this 7th day of June, 2012.

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⁸ Alaska Gateway School District Order, FLD 412028 at para. 5.

SECTION 00020 – REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS (RFP) NO: 542-01
PROJECT NUMBER: 542-01

ISSUE DATE: December 19, 2006

Sealed proposals will be received in accordance with the time schedule stated in this RFP, by the Northwest Arctic Borough School District c/o Burkhart Croft Architects, for the design and construction of a replacement K-12 school on a new undeveloped site in Noatak, Alaska. The successful Offeror shall complete the final Construction Documents and provide construction services for a new building totaling approximately 50,000 sq. ft., and associated road extension, utility extension, and related site developments. The final Drawings and Specifications to be prepared under this contract shall be based upon the Design Development documents included in this RFP, and shall comply with the District's Educational Specifications, design standards and criteria.

RECEIPT OF PROPOSALS

Sealed proposals will be received at the office of Burkhart Croft Architects, LLC, 402 D Street, Anchorage, Alaska until 11:00 am A.S.T on Friday, January 26, 2007. Proposals received at any other location or after the time fixed for submission of offers will not be considered. Proposals will be opened privately and evaluated by a Selection Committee. After selection has been made and Offerors notified, all proposals will be regarded as public information and may be reviewed by any interested person.

All data and telecommunications work and equipment work under this solicitation is anticipated to be reimbursed through a federal "e-rate" grant. This work is detailed on Drawing Sheets E5.1-E5.5 and in pertinent sections of the Technical Specifications. This work shall be identified as a separate line item in the schedule of values. All Offerors must possess a current Universal Services SPIN number. (Service Provider Identification Number). Information on obtaining a SPIN may be found at the following website: www.sl.universalservice.org.

The Northwest Arctic Borough School District reserves the right to reject any and all proposals, and to waive any informalities or irregularities in proposal procedures.

Northwest Arctic Borough School District
Project Manager
Kathy Christy
907 868-3498

DOCUMENTS:

Prospective Offerors may obtain copies of initial proposal packet documents, including current Drawings and Specifications, at the office of Burkhart Croft Architects, LLC, 402 D. Street, Anchorage, Alaska between the hours of 8 A.M. and 5 P.M. for a fee of \$250 payable to Burkhart Croft Architects. Additional documents, including design specifications and remaining design narratives, may be ordered through the Architects Office. Proposal packet documents will be mailed upon request, for additional fee of \$50, payable to Burkhart Croft Architects, LLC.

BID SECURITY & BOND REQUIREMENTS:

A Bid Bond in the amount of five percent (5%) of the total amount of the proposed price will be required. The successful Offeror(s) shall be required to furnish a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond. See Paragraph 1.10, Bid Guarantee, of the Instructions to Offerors (Section 00100) and Paragraph 1.16, Performance and Payment Bond, of Instructions to Offerors (Section 00100) for specific requirements.

ONSITE INSPECTION:

Proposers may visit the site by making their own arrangements. It is not necessary to contact the school principal.

PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted on January 9, 2007, at 2:00 pm, at the office of PND, Inc., 1506 W. 36th Avenue, Anchorage. Attendance is strongly encouraged, but is not mandatory.

FORMAL SELECTION:

The selection committee's recommendation will be presented to the Northwest Arctic Borough School District Board for approval of a contract award, in accordance with this RFP, at a Board Meeting tentatively scheduled for February 9, 2007.

SEALED PROPOSALS:

The sealed proposal form and Bid Bond, and the sealed responses to criteria and preliminary schedule and cost breakdown, will be received at the place indicated in the RFP until the date and time indicated. Each of those sealed documents shall show the following on the outside of the respective envelopes:

SEALED PROPOSAL FORM AND BID BOND

NAME OF OFFEROR

Do Not Open Until Date and Time Indicated in RFP # 542-01

NOATAK K-12 REPLACEMENT SCHOOL

Project Number: 542-01

**SEALED PROPOSAL CRITERIA RESPONSE AND
PRELIMINARY SCHEDULE**

NAME OF OFFEROR

Do Not Open Until Date and Time Indicated in RFP # 542-01

NOATAK K-12 REPLACEMENT SCHOOL

Project Number: 542-01

END OF SECTION 00020

SECTION 00100 – INSTRUCTIONS TO OFFERORS

1.01 CONTRACT GENERAL DESCRIPTION

- A. The Northwest Arctic Borough School District (Owner) intends to utilize a modified design/build approach for the Noatak K-12 Replacement School project. The Contractor shall complete the final Construction Documents and provide construction services for a new building totaling approximately 50,000 sq. ft., and associated road extension, utility extension, and related site developments
- B. Funding for the design and construction of this contract is provided from a state Department of Education and Early Development grant.
- C. The design development Drawings and Specifications provided in this RFP shall form the basis of the final design and Construction Documents to be prepared by the successful Offeror. Offerors may communicate directly with the Design Team for additional details, data or clarifications to the Drawings and Specifications to clarify their price proposal. Responses that will significantly affect the project will be issued to all the listed plan holders in the form of addendums. It is the Owner's direction that the selected Contractor contract with the existing design team to complete the final design and Construction Documents. The Owner's responsibility for the design effort shall end upon award of contract and the Contractor will assume full responsibility for design and construction of the project, as related to OWNER-CONTRACTOR AGREEMENT FORM- ARTICLE 6 Contract Price. The Owner will review and approve Construction Documents prior to Notice to Proceed (NTP) with construction. Specific NTP's may be issued if appropriate for a phased construction sequence.

D. DESIGN TEAM

Burkhart Croft Architects, LLC – Architect
PND, Inc. – Civil and Structural Engineering
Hay, Zietlow, & Associates, LLC – Mechanical and Electrical Engineering
Manahan and Cleveland – Kitchen Consultant
ProFormaDesign – Interior Design

1.02 SPECIFIED DATES

- A. RFP Issued: December 19, 2006
- B. Pre-Proposal Conference: January 9, 2007
- C. Partial RFP Responses Due: January 12, 2007
- D. Full RFP Responses Due: January 26, 2007
- E. Anticipated Board Approval of Award of Contract: February 9, 2007

F. Substantial Completion: July 31, 2008

G. Final Completion: December 31, 2008

1.03 RECEIPT AND OPENING OF PROPOSALS

A. Time and Opening: Proposals shall be submitted prior to the 11:00 am A.S.T. January 26, 2007, and the exact date and time of receipt will be recorded. Late submittals will not be considered but will be held unopened until the time of award and then returned to sender, unless other disposition is requested or agreed to by the sender.

1. Responsive Offerors must provide partial responses to Section 00100 1.09 (D) Selection Criteria (only the portions listed below) to the office of Burkhart Croft Architects, LLC on or before 2 p.m. January 12, 2006. The following information shall be provided:

- a. Paragraph 1.09 D.2: The names, emails and telephone numbers of three (3) Owner's representatives who have administrated or managed contracts with Offeror. Provide original and final contract amount.
- b. Paragraph 1.09 D.4: Resumes of one page or less are required for key project staff. Include three client references for key project staff. Provide three references, with contact number,
- c. The information provided is for advance reference checks by District staff and will not be made available to the evaluation committee until the committee convenes to evaluate proposals.

B. FAX/Telegraph/Telephonic Proposals: FAX/telegraphic/telephonic proposals will not be considered. Modification by FAX or telegraph of price quotation already submitted will be considered if received prior to the time fixed in the RFP. FAX/telegraphic modifications shall not reveal the amount of the original or revised price quotation. Offeror is solely responsible for timely delivery of any modification by any means of communication.

C. Officer's Responsibility: No responsibility will attach to any officer or agent of the Owner for the premature opening of, or the failure to open a proposal not properly addressed and identified.

1.04 WITHDRAWAL OF PROPOSALS

A. Proposals may be withdrawn on written or telegraphic requests received at the office of Burkhart Croft Architects, LLC from an Offeror prior to the time specified for submittal. Proposals not withdrawn prior to the specified time may not be withdrawn for a period of sixty (60) days following the date specified for submittal.

1.05 EXAMINATION OF DRAWINGS, SPECIFICATIONS, & CONTRACT DOCUMENTS

- A. The Offeror shall review all of the proposed contract documents to ascertain all requirements of the work.
- B. For the convenience of interested prospective Offerors, a complete set of proposal documents are on file at the following locations:
 - 1. Anchorage, Alaska: Associated General Contractors 907/561-5354
The Plans Room 907/563-2029
 - 2. Fairbanks, Alaska: Associated General Contractors 907/452-1809
Fairbanks Plan Room 907/456-4703
 - 3. Seattle, Washington: FW Dodge Plans Room 206/223-0320
- C. Documents may be obtained upon the conditions set forth in the Request for Proposal.

1.06 METHOD FOR CLARIFICATION

- A. Any Offeror in doubt as to the true meaning of any part of the Drawings, Specifications or other documents may submit to Burkhart Croft Architects, a written request for an interpretation thereof. The Offeror submitting the request will be responsible for its prompt delivery not less than seven (7) working days prior to the date set for opening of proposals.
- B. Questions, which in the opinion of the Architect and NWABSD Project Manager require a reply, will be answered by issuing an addendum to all plan holders prior to the bid opening. The Owner will not be responsible for any other explanation or interpretation of the plans, specifications or other documents made or given prior to opening the proposals.

1.07 PREPARATION OF PROPOSALS

- A. Preparation and Submission: Proposals must be submitted on the forms furnished or copies thereof, and in accordance with these instructions to offerors and must be manually signed. To secure consideration, the proposal must be submitted and sealed in an envelope on which RFP identification is plainly marked on the outside. The proposal form is included in the documents.
- B. The Proposal Form, Section 00300, and the Bid Bond, Section 00610, must be sealed in an envelope separately from the responses to the selection criteria and so identified. Provide one (1) copy of the Proposal Form and the Bid Bond. Provide ten (10) copies of the Offeror's qualifications document responding to the Selection Criteria.
 - 1. The envelope is to be addressed as indicated in the Request for Proposals.

- C. Price Quotation: Each proposal shall specify a proposal sum price, typed or written in ink in both words and figures for each item called for. In case of discrepancies between the written words and figures, the written words shall govern.

1.08 PRELIMINARY SCHEDULE

- A. Each Offeror shall submit with his proposal a Preliminary Schedule, in accordance with each Offeror's own plan of design and construction, and will in so doing attest that the schedule submitted is the schedule he intends to use for the project. Such schedule is subject to future revision as necessary to accommodate developing work plans. However, if it is revised, the end dates, i.e., dates of substantial completion (beneficial occupancy), and final completion, as well as other dates directly or indirectly affecting school operation, may not be changed.
- B. Within fifteen (15) calendar days after issuance of the Notice to Proceed, the Contractor shall expand the Preliminary Schedule and submit it to the Project Manager for review and acceptance.

1.09 SELECTION PROCEDURE

- A. Offerors shall submit with their proposals a written presentation for which they are offering a proposal. A proposal shall include:
1. Proposal Form, Section 00300.
 2. Responses to each of the Selection Criteria, Section 00100, Paragraph 1.09.D.
 3. Bid Bond, Section 00610, with Power of Attorney for Surety.
 4. Preliminary Schedule, Section 00100, Paragraph 1.08.

The proposal to be not more than twenty-five (25), 8 ½" x 11" pages (each printed side equals one (1) page) in type no smaller than ten (10) point nor greater than six (6) lines per inch which responds to each of the Selection Criteria, Section 00100, Paragraph 1.09 D. The Offeror may use larger than 8 ½" x 11" size pages for any drawings it may wish to submit as part of the proposal responses.

The following proposal enclosures WILL NOT be counted as any of the twenty-five (25) pages.

1. Proposal Form, Section 00300.
2. Bid Guarantee, Section 00610 and Power of Attorney for Surety.
3. Preliminary Schedule

The purpose of the selection criteria is to obtain for the Owner the highest possible value for the funds to be expended on the project. Proposed price is a very important criterion, and it is weighted accordingly. The other factors deal with the value the Owner expects to receive.

- B. Organizing Offeror's presentation in the order in which the selection criteria are presented in paragraph 1.09 D here will enhance the Selection Committee's ability to understand and evaluate Offeror's proposal. Criteria not specifically addressed in Offeror's presentation will be evaluated at zero score.
- C. The Selection Committee is interested in a straightforward exposition of factual information concerning Offeror's proposal to meet the Owner's requirements for this project.
1. The Competitive Sealed Proposals will be evaluated by a five member Selection Committee. A representative of the State DEED shall serve as one of the members.
 2. Evaluation of responses to the subjective selection criteria 1-9, set forth in Section 00100, paragraph 1.09(D) results in a numerical score for each proposal. Each criterion in Section 00100, 1.09(D) has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). The weight of criterion number 10 - Price Quotation is not factored into the scoring of this criteria item.
 3. Scoring of proposals will be accomplished as follows:
 4. Each Evaluator will individually read and rate each Offeror's response to each criterion described in Section 00100, paragraph 1.09(D). Ratings will be based solely on contents of proposal. Except as may be stated within any criterion description in Section 00100, paragraph 1.09(D), a rating of "0" indicates Non-responsive; "1" is the least responsive or among the least responsive; and "5" is the most responsive or among the most responsive
 5. After completion of individual ratings, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings, however any changes shall be based solely on the criteria set forth in Section 00100, paragraph 1.09(D). The individual ratings for each criterion will be combined and multiplied by the assigned weight for each criterion to obtain scores. The Offeror's sealed proposal form and bid bond will not be opened until after the individual selection criteria items 1 through 9 have been scored by the committee.
 6. The sealed envelopes containing the proposal form and bid bond form will be opened. and selection criterion number 10 will be scored for each offeror. The total score for each offeror will then be determined. Proposed prices for alternates and optional items may or may not be considered in the scoring of selection criterion number 10, at the sole discretion of the Selection Committee. Itemized costs for Universal Services components already included in Base Bid and Alternate pricing will not be considered in the scoring of selection criterion number 10.
 7. The order of ratings shall be established with the highest scored offeror rated first, next highest scored second, etcetera.
 8. The maximum score obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
 9. Evaluators may investigate and discuss factual knowledge of Offeror's and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or

- b. For any past projects mentioned, describe how the specific experience is beneficial to this project, and provide the Owner's name, address, and telephone number. Additionally, provide the names, telephone numbers and email addresses of three (3) Owner's representatives who have administered or managed contracts with Offeror. Provide original and final contract amount. Do not include marketing information that is not relevant to this procurement.

3. Management Plan Weight: 11

- a. Describe the methods and approaches Offeror intends to employ to accomplish the proposed work. Include a discussion of coordination of the design completion process and construction phase management. Offeror must demonstrate to the committee the credibility of its plan. Important to this criterion is the inclusion of a preliminary schedule in sufficient detail to demonstrate understanding of the overall process leading to delivery of the completed school and communicate it clearly to the evaluation committee.
- b. Include information on work that will likely be accomplished via subcontract vs. proposer's own forces.

4. Staff Weight: 4

- a. Summarize how the proposer will staff and organize this particular project. Identify the persons who will be responsible for Preconstruction, Project Management, Construction and Field Superintendence and include a brief narrative of Offeror's organizational structure with clear description of the manner in which the work of this project will be managed within Offeror's organization, with specific attention to schedule control, subcontract administration, purchasing, and progress payment preparation, as well as management of the actual construction in the field. Resumes of one page or less are required for key project staff. Include three client references for key project staff. Include telephone and email contacts for references

5. Quality Control Weight: 2

- a. Provide a summary of your firm's approach to quality control during construction. Include a description of the quality control organization you plan to employ and the authority assigned to the different level of quality control responsibility.

6. Value Engineering Process Weight: 4

- a. Describe your value engineering process and how you work with the design team to help reduce construction and life cycle facility costs. Explain your method of

estimating the costs of construction during the design process before design documents are complete. Include examples.

7. Value Engineering Options Weight: 5

- a. Identify options for modifications to the project as presented in the design documents that would result in significant cost savings to the District. Present and discuss proposed modifications, including anticipated cost savings without a compromise in functionality or durability. Contractors' cost proposals are to be based on the documents provided with this solicitation. Value Engineering modifications will be carefully considered following Board approval of award for inclusion in the project.

8. Current and Project Workload Weight: 1

- a. What has been your annual volume (in dollars) of construction for the past five years? What is your anticipated volume for the current year? What is your plan for the next two years?

9. Preventive Maintenance Weight: 5

- a. State Regulations (4AAC 31.013) require that for Districts to be eligible for state construction funding they must have an effective Preventive Maintenance program in place. This program includes a work order tracking system (NWABSD utilizes Maximo, a computerized PM system), an energy management plan, a custodial program that identifies the type of work and specific task for each building and a maintenance training program for custodians and maintenance personnel. Address activities by the project team that will contribute to an effective PM program for the School.

10. Price Quotation Weight: 50

- a. The score for this criteria will be determined by applying the formula below and multiplying the result by the number of members of the evaluation committee

$$\text{Price Score} = \frac{\text{Lowest Proposed Price}}{\text{Proposed Price of Proposal Being Evaluation}} \times 250$$

1.10 BID GUARANTEE

- A. Each proposal shall be accompanied by a Bid Bond, with good and sufficient surety or sureties acceptable to the Owner. The Northwest Arctic Borough School District requires five percent (5%) of the total amount of the proposed price as a guarantee. Bid guarantees for the three (3) Offerors scoring highest in the selection process will be held until the

442-2246 by 1:30 p.m. Alaska Time of the tenth day after notice of Intent to Award. The protest must include the name of the person submitting the protest, the name of the Offeror represented by that person, the specific award which is being protested, and a detailed explanation of the reasons for the protest. The aggrieved Offeror must serve all other Offerors with its protest at the same time and manner its protest is filed with the Owner. Failure to protest to the Owner as provided herein constitutes a waiver of any objections to the contract award.

- D. Upon receipt of any protest, the Superintendent shall hear in open session the objection to the contract award. The successful Offeror shall be permitted the opportunity to rebut any contentions of the aggrieved Offeror.
- E. After consideration of the aggrieved Offeror's protest, the Superintendent may;
 - 1. Recommend to the Board the selection of the Contractor with a not to exceed price, including his reasons for rejection of the protest, or
 - 2. Recommend that the selection be awarded to some other Offeror,
 - 3. Stay any Selection to permit further consideration of the protest, with action to be scheduled as soon as practicable, but in no event more than twenty (20) days after the stay as initiated, or
 - 4. Recommend that the Board reject all proposals, or
 - 5. Recommend that the Board take such other action as appears appropriate and in the best interest of the Owner under the circumstances.

1.16 PERFORMANCE BOND AND PAYMENT BONDS

- A. The successful Offeror will be required to furnish a performance bond and payment bond each in the full amount of the Contract and to be maintained in force during the continuance of this Contract. The bond shall be in the form bound into these documents as Section 00620, and shall be for the faithful performance of this Contract in all respects, including but not limited to payments for all materials, labors, etc., and no contract shall be binding until the said bonds are furnished and approved by the Owner. No work may be commenced until the bonds have been approved by the Owner. All alterations, extensions of time, extra and additional work and other charges authorized by the Contract documents may be made without securing the consent of the surety or sureties of the Contract bond. Power of Attorney for the official signing the bonds for the surety company must be submitted with the bonds.

1.17 DEED COST FORMAT BUILDING SYSTEM ESTIMATE

- A. Based on the construction documents depicting the final design approved by the Owner, the successful Offeror shall prepare a detailed estimate using the Department of Education & Early Development's Cost Format building system estimate format. The estimate will have necessary supporting data for review and approval by the Owner. This may be in addition to other cost data required under this contract.

1.18 WARRANTY OF THE WORK

- A. Whether or not there appears here or elsewhere herein specific reference to guarantees of all items of material, equipment, or workmanship, they nevertheless shall be so guaranteed against defects for which the Contractor is responsible that may develop or become evident within a period of one (1) year from and after final acceptance of the work by the Owner. This guarantee shall be understood to imply prompt attention to any remedy of such defects as those mentioned above if and as they occur after the Contractor shall have written notice of their existence. If the defect, in the opinion of the Owner, is of such nature as to demand immediate repair, the Owner shall have the right to make them and the cost thereof shall be borne by the Offeror.

1.19 SUBCONTRACTORS

- A. All subcontractors proposed for the work must be acceptable to the Owner.
- B. The Owner reserves the right to request the proposed subcontractors complete qualification forms and/or current financial statements prepared by a Certified Public Accountant.

1.20 MINIMUM WAGE RATES

- A. Labor required for the construction of this project is subject to the minimum wage rates as provided in the Section 0810 – Supplementary Conditions.

1.21 NONDISCRIMINATION

- A. No Offeror on any District contract may discriminate on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, handicap, or change in marital status in employment, provision of services or otherwise. All successful Offerors shall take affirmative action to insure such non-discrimination. All successful Offerors must agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination section and this section shall be deemed to be a part of every contract entered into by the District under these policies.

1.22 INSPECTION AND LABORATORY TESTING

- A. Inspection and laboratory testing shall be provided as called for in the General Requirements and Technical Specifications. Tests and Inspection shall also include all

special inspections required per IBC - Section 1701 Special Inspections. The Contractor shall provide and pay for all inspection and testing.

1.23 PROGRESS PAYMENTS

- A. Monthly progress payments will generally be made to the Contractor by the Owner within thirty (30) days after approval of the Certificate of Payment by the Owner.
- B. At any time the Owner finds that satisfactory progress is not being made, it may retain a maximum amount equal to 10% of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Owner finds that satisfactory progress is being made.
- C. Local Hire Utilization Report for both the General Contractor and the first tier subcontractors will be submitted with all payments.

1.24 LIQUIDATED DAMAGES

- A. The completion of the work within the scheduled time is essential to the Owner's economic interests. The attention of Offerors is directed to the provisions of the General and Supplementary Conditions which establish the basis for liquidated damages to be paid to the Owner in the event that the work is not completed on schedule.

1.25 SUBSTITUTIONS

- A. The attention of Offerors and other interested parties is called to the conditions set forth in Section 01630 – Substitutions and Product Options, regarding approval and product options for substitutions.

1.26 ASBESTOS FREE MATERIALS

- A. The Offeror, by submitting a proposal on this project, thereby certifies and guarantees to the Northwest Arctic Borough School District that any products or materials sold, used or installed under the terms of this Contract will not contain any asbestos. In the event any such product is found to not conform to the above standards, Owner may reject the product and require correction or replacement at the Offeror's option and at the Offeror's expense.

1.27 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform other work at the project site(s) with his own forces, and to award separate contracts in connection with portions of other work on the site.

- B. The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of materials and equipment and execution of their Work, and shall coordinate its Work with theirs as required by the Contract Documents.
- C. A pre-construction conference will be held with the Contractor, Owner's Representatives, and other contractors performing work at the project site, for the purpose of coordinating work in areas where more than one contractor may be working. The time of the meeting will be established by the Project Manager prior to the Contractor commencing his work. The Contractor shall submit a current schedule for its work to the Project Manager prior to the pre-construction conference.
- D. The Contractor shall attend additional coordination meetings, as requested by the Project Manager.

END OF SECTION 00100

Burkhart Croft Architects, LLC

Section 00300 - Page 1
PROPOSAL FORM

SECTION 00300 – PROPOSAL FORM

This form and the Bid Bond must be sealed in an envelope separately from the responses to the selection criteria, and so identified. No transmittal letter or cover sheet shall be used.

PROJECT

Project Number: 542-01
Project Title: NOATAK K-12 REPLACEMENT SCHOOL

OFFEROR

Offeror: _____

Address: _____

City, State, Zip: _____

Alaska Business License Number: _____

Federal Tax Identification Number: _____

SPIN Number: _____

Individual(s) to Sign Contract: _____ Title: _____

Individual(s) to Sign Contract: _____ Title: _____

Type of business enterprise (check one): Corporation in the State of: _____

Individual Partnership Other (specify): _____

BY SIGNING BELOW THE UNDERSIGNED:

- 1) AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT IN ACCORDANCE WITH THE PROJECT MANUAL. IT IS AGREED THIS BID SHALL NOT BE WITHDRAWN FOR A PERIOD OF 45 DAYS FROM THE DATE OF OPENING.
- 2) CERTIFIES OUR COMPANY MEETS OR EXCEEDS THE BIDDER QUALIFICATION AS OUTLINED IN THE INSTRUCTIONS TO BIDDERS.

Burkhart Croft Architects, LLC

Section 00300 - Page 2
PROPOSAL FORM

ACKNOWLEDGMENT

I certify that I am a duly authorized representative of the firm listed above and that information and materials enclosed with this proposal accurately represent capabilities of the office(s) listed above for providing the services indicated. The District is hereby authorized to request any owner identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation, performance and capabilities of the Offeror and subcontractors. I certify no member of the School Board or District employee, or spouse or other member of his/her household shall have any undisclosed interest as noted in paragraph 15 of Section 00100 entitled **Conflict of Interest.**

Signature: _____ Date: _____
Name: _____ Telephone: _____
Title: _____ Fax: _____
Firm: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda: (List by number and date of Addenda.)

Addendum Number	Date	Addendum Number	Date

TIME OF COMPLETION

The undersigned agrees to complete all work under this contract within the specified dates set forth in Section 00100 – Instructions to Offerors,.

BID SECURITY

A bid bond in the amount of five percent (5%) of the total amount of the bid is attached in the sum of:

_____ Dollars (\$ _____)
(In Words) (In Numbers)

Burkhardt Croft Architects, LLC

Section 00300 - Page 3
PROPOSAL FORM

BANK REFERENCES

The following bank references are given:

Name of Bank: _____

Address: _____

Telephone: _____

Officer of Bank: _____

PROPOSED PRICE

BASE BID: Piling transportation and installation from gridline 1 to gridline 31 (including mechanical building), all civil work on and off-site, all electrical site work, new school facility from gridline 1 to gridline 19, mechanical building, and Universal Services from gridline 1 to gridline 19. Attach breakdown of costs on Proposal Form Attachment A.

_____ Dollars (\$) _____
(In Words) (In Numbers)

ALTERNATE NO. 1: Four classrooms from gridline 19 to gridline 23, and Universal Services from gridline 19 to gridline 23.

_____ Dollars (\$) _____
(In Words) (In Numbers)

ALTERNATE NO. 2: Four classrooms from gridline 23 to gridline 28, Universal Service from gridline 23 to 28, play deck from gridline 28 to gridline 31, and relocation of playground equipment from existing school.

_____ Dollars (\$) _____
(In Words) (In Numbers)

NOTE: Alternate No. 1 will be awarded prior to the award of Alternate No. 2.

ITEMIZED COSTS

Provide cost for itemized work items below. These costs shall be included in appropriate Base Bid or Alternate prices above, and are summarized for informational purposes only – they will not be used in the scoring evaluation:

Cost of Piling installation included in Base Bid (including material, equipment, and crew mobilization), from gridline 1 to gridline 31 (including mechanical building):

_____ Dollars (\$) _____
(In Words) (In Numbers)

Cost of Universal Services included in Base Bid:

_____ Dollars (\$) _____
(In Words) (In Numbers)

Cost of Universal Services included in Alternate No. 1:

_____ Dollars (\$) _____
(In Words) (In Numbers)

Cost of Universal Services included in Alternate No. 2:

_____ Dollars (\$) _____
(In Words) (In Numbers)

PROPOSALS FOR OPTIONAL ITEMS

OPTION 1: Provide a water mist fire protection system complying with NFPA 750 (including concealed space coverage required in NFPA 13), in lieu of the fire protection system specified.

_____ Dollars (\$) _____
(In Words) (In Numbers)

OPTION 2: Provide CPT-1 floor finish in all building corridors, in lieu of scheduled material.

_____ Dollars (\$) _____
(In Words) (In Numbers)

OPTION 3: Provide maple wood gym floor finish, in lieu of scheduled material.

_____ Dollars (\$) _____
(In Words) (In Numbers)

PROPOSAL FORM A – DEED COST FORMAT LEVEL II

The Total Proposed Price below must equal the total proposed price for the Base Bid above.

	CATEGORY	ESTIMATE
01	SITE	
02	SUBSTRUCTURE	
03	SUPERSTRUCTURE	
04	EXTERIOR CLOSURE	
05	ROOF SYSTEMS	
06	INTERIORS	
07	CONVEYORS	
08	MECHANICAL	
09	ELECTRICAL	
10	EQUIPMENT AND FURNISHINGS	
11	SPECIAL CONDITIONS	
12	GENERAL CONDITIONS	
13	DESIGN & ENGINEERING	
14	CONTINGENCIES	
	SUBTOTAL:	
	TOTAL PROPOSED PRICE:	

END OF SECTION 00300