



REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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ISSUING OFFICE

Agency Contact & Phone No: Bob Saviers, Regional Contracts Officer, (907) 465-4420
Contracting Division: State of Alaska, Department of Transportation and Public Facilities,
Southeast Region, Design and Engineering Services

PROJECT

RFP NUMBER: 02523032
Project Numbers-State/Federal: 80876/EBE-000S(784)
Project Site (City, Village, etc.): Juneau
Project Title & Contract Description: Standard Storm Water Best Management Practices - Preparation of
Standard Drawings & Specifications

Produce standard drawings and standard specifications applicable to Alaska. The package of standards will assist design engineers when they develop erosion and sediment control plans for contracts. The standards will also make it possible to improve the basis of payment in construction contracts and facilitate Project Engineer's ability to enforce the contract with regard to erosion and sediment control measures. An expected outcome is improved storm water permit compliance and decreased contract costs. Examples of practices where standard drawings and/or specifications are needed are: check dams, sediment basins, fiber rolls, stabilized construction exits, rolled erosion control products and hydraulic erosion control products.

The services sought include consideration of existing DOT&PF documents, other DOT documents and other sources and their applicability to DOT&PF standards. The contractor will develop contract-type drawings and specifications for review by a DOT&PF team of design and construction staff and revise them until approved.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: May 1, 2012/April 30, 2013

Estimated amount of proposed contract:

☒ Less than \$100,000 ☐ \$100,000 to \$150,000 ☐ \$150,000 to \$250,000
☐ \$250,000 to \$500,000 ☐ \$500,000 to \$1,000,000 ☐ \$1,000,000 or greater

Proposed Method(s) of Payment: ☒ Firm Fixed Price (FFP) ☐ Cost Plus Fixed Fee (CPFF)
☐ Fixed Price Plus Expenses (FPPE) ☐ Other:

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: **March 28, 2012**

PREVAILING TIME: **4:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION

(and person, if named):

ATTN: Bob Saviers
Regional Contracts Officer
Department of Transportation and Public Facilities
6860 Glacier Highway
Juneau, AK 99801-7999

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must register with the Southeast Region Plans Room to be placed on the planholders list and to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that he has received all addenda affecting this RFP. To be registered, e-mail: manuel.rose@alaska.gov or fax (907) 465-4238 and provide the project name & number, company name & contact person, address, phone number & fax number.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and per the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be determined as stated within such criteria descriptions.
 - 2.3 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 Part C.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFO's, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet which is located on the Department's WEB site. To view or download the booklet follow these steps:

- A. log on to the web page at www.dot.state.ak.us
- B. select Procurement
- C. select Professional Services, Construction Related
- D. select Small Procurement Standard Provisions Booklet

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).
5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
6. Substitution for any personnel named in a proposal may result in termination of negotiations.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. **Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska licensing included in the certification statement on Page 2 of Part D in this RFP package. Non-compliance shall result in rejection of proposal.**
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers or Land Surveyors (A/E or LS) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. Also, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
 - 9.1 If services performed do not require an A/E or LS, then all Offerors including any A/E or LS must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
 - 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive funding from the Federal Aviation Administration (FAA) per 49 CFR 18.36(t) and AC 150/5100-14D, para 2-8(j). Exception: Price must be an Evaluation Factor for Real Estate Appraisal services (AS 36.30.250(d) and FAA AC 150/100/14D, para 2-4(c)).
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order

not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract which may exceed \$100,000. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract: ☐ is not required
☒ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☒ will ☐ will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: ☒ None ☐ As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska and is a prerequisite to Proposal. Offerors should be aware of this requirement and are advised that proof of application for an Alaska Business License will satisfy this requirement. Information regarding applying for an Alaska Business License can be found on-line at <http://www.dced.state.ak.us/occ/home.htm> or by calling 1-907-465-2550. Section 12 AAC 12.020(g) of the Alaska Administrative Code further specifies that the business license must be in the name of the company under which the proposal is submitted. This is a requirement regardless of funding source. If an Offeror fails to comply with this requirement, their proposal will be rejected as non-responsive.

15.2 Based on guidance from the US Department of Transportation's General Counsel, effective January 10, 2006, the Alaska Department of Transportation and Public Facilities implemented a Race Neutral Disadvantaged Business Enterprise (DBE) program by setting 0% project goals on all highway, mass transit and airport projects. Contractors are encouraged to continue using DBE participation on highway, mass transit and airport projects as appropriate. Any questions about this notice may be directed to the Civil Rights Office, 907-269-0850.

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

Prime Contractor shall have a current Alaska Business License on date of submittal, reference item 1, page 2, Part D.

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based upon any omission, error or content of this solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten Agency work days prior to the Submittal Deadline (2 AAC 12.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal standard forms 254 and 255, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. ***Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C***, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.

- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.

If Price is a Criterion, prepare **Billing Rates and/or Price Proposals** as described in Criteria #13 and/or #14.

- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska Licenses and be sure to sign and date the Certification. Copies of licenses may be provided with submittal, and will not count in the requirements of #8 below.

- [] 8. Attach Criteria Responses (***except any Billing Rates or Price Proposals***) to Part D - Proposal Form. The maximum number of attached pages (***each printed side equals one page***) for Criteria Responses shall not exceed: **Twelve (12)**. Attached page limit does not include the three-page Part D - Proposal Form or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in **8-1/2" X 11" format**, except for a minimal number of larger sheets (e.g. 11" x 17") that may be used (e.g. for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

[] 9.

[] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**

[] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates or Price Proposals** -- attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.

[] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates or Price Proposals**) required is: **Five (5)**

[] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)

[] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration - other than completion of the required entries - may be cause for rejection without recourse.

[] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA

PART

C

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 10

Response must **demonstrate your comprehension of the objectives and services** for the proposed contract. Do not merely duplicate the Statement of Services provided with this RFP. Also, consider if Statement of Services is sufficiently explicit; are expressed or implied schedules attainable/economically feasible; etcetera? Explain. **Define any assumptions made** in formulating Criteria Response. If design services for a construction project are included, express any opinions regarding alternative design considerations that could impact construction costs.

2. Methods

2. Weight: 10

Response must outline the methods for accomplishing the proposed contract or, if methodology is contained in the proposed Statement of Services, address its adequacy. Describe what, when, where, how, and in what sequence the work will be done. Identify the amount and type of work to be performed by any Subcontractors. Consider how each task may be carried out; what services or interaction required from/with the Contracting Agency; etcetera. Suggest alternatives, if appropriate. Identify any **distinct and substantive qualifications** for undertaking the proposed contract such as the availability of specialized equipment or unique approaches or concepts **relevant to the required services** which the firms may use.

3. Management

3. Weight: 10

Response must describe the administrative and operational structures that will be used for performing the proposed contract. For example consider: who will have overall responsibility for the contract? Who will have direct responsibility for specific disciplines? What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect or Chemical, Civil (including Structural), Electrical, Mechanical, Mining or Petroleum Engineer, or Land Surveyor, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Additionally, the Contracting Agency may want to inspect work products in progress and have a close ongoing working relationship with your Project Staff. Accordingly, your response should also identify where the various contract services will be performed and how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 20

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Engineering Assistant (development and revision of deliverables)
4. Draftsperson (development and revision of drawings)

*All personnel acting in responsible charge for all Architectural, Engineering and Land Surveying functions require Alaska Registration and must be identified in your proposal.

Continued Next Page

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources**5. Weight: 10**

Response must: (1) discuss both current and potential time commitments of your proposed Project Staff to all clients; (2) discuss the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients; and (3) demonstrate adequate support personnel, facilities and other resources to provide the services required. Provide a list of current contracts with the Contracting Agency in which your proposed Project Staff are participating. Include all contracts statewide with regions, divisions, etc., of the Contracting Agency.

Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Address capacity to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Business History**6. Weight: 10**

Response must identify the period of time firms (Offeror and/or Subcontractors) have been in business **under current organization and name**. Discuss any prior work relationships among the firms. Discuss **prior contracts** that were similar to the work proposed by this RFP. Indicate which of the proposed firms and Project Staff were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).

7. Quality of Proposal**7. Weight: 8**

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

8. Knowledge and Experience.**8. Weight: 20**

The individual who develops the drawings and specifications must have demonstrated experience in the field of erosion and sediment control. Describe the person's role and work accomplished on past projects. It is preferred that the person has at least three year's experience in erosion and sediment control and an erosion and sediment control certification such as AK-CESCL, CISEC, CPESC, CESSWI or WSDOT Construction Site Erosion & Sediment Control Certification. It is preferred that the person is familiar with DOT&PF practices in developing contracts and has at least one year working experience with a state department of transportation. The individual who oversees and manages the work must be a Professional Engineer as well as have at least two year's documented experience in the field of erosion and sediment control.

9. N/A**9. Weight: 0**

SECTION II - PREFERENCES

PART

C

10. Disadvantaged Business Enterprises

23 CFR 172.5(b)

10. Weight: 0

Weight shall be at least "10" for FHWA or FAA funded contracts.

To be granted this preference, Offeror's response must: 1) identify certified Disadvantaged Business Enterprises (DBEs) which would participate in the proposed contract; 2) explain the work to be performed by the DBEs; 3) demonstrate the extent of total contract requirements of such participation (consider effort, compensation, staff, etc.); and, 4) **list each DBEs' DOT&PF certification number under the designated column on page one of Part D.**

Certified DBE firms are listed in a DBE Directory which is available from the Alaska Department of Transportation and Public Facilities at its regional Design and Construction Offices in Juneau, Anchorage and Fairbanks or by mail from the Civil Rights Office, ADOT/PF, Box 196900, Anchorage, AK 99519 (telephone 907-269-0851) or at their internet address <http://www.dot.state.ak.gov/cvlrts/index.shtml>. DBE firms are issued a Certification Number which is listed in the Directory and which must be cited in proposals seeking DBE recognition.

Response will be scored: $\text{Rating} \times \text{Number of Evaluators} \times \text{Weight} = \text{Criterion Score}$. Rating will be as follows: "5" - All services by DBE; "3" - Considerable DBE participation; "1" - Minor DBE participation; "0" - No DBE participation.

11. Geographic Location

Reference AS 36.30.270(a)(1), 49 CFR 18.36(c)(2)

& FAA AC 150/5100-14D, Para 2-7. Weight shall be "0" if any federal funding EXCEPT if services must be performed by licensed Architects, Engineers or Land Surveyors, then Weight shall be greater than "0", regardless of funding sources.

11. Weight: 2

Established local offices and staff residing in proximity to the **project** site are preferable for the proposed contract due to convenience, improved communications and reduced travel costs. Your response to this criterion must clearly identify the response to the following three questions. Non-responsive answers will be awarded a rating of zero (0).

The Project Site is considered to be Juneau, Alaska.

1. At the time the proposal was submitted did the lead Proposing Firm have an established office within 50 miles of the State designated location in the RFP from which the State's representative will manage/ coordinate the contract work?

- If "yes", score 1 point
- If "no", score 0 points

2. During the performance of contract work, what percentage of the time will the Proposer's Project Manager be working from an office that is within 50 miles of the State designated location?

- For more than 75% of the time, score 2 points
- For 35% to 75% of the time, score 1 point
- For less than 35% of the time, score 0 points

3. What percentage of the contract work will be performed within Alaska?

- For more than 75% of the time, score 2 points
- For 35% to 75% of the time, score 1 point
- For less than 35% of the time, score 0 points

12. Alaska Bidder (Offeror) Preference**49 CFR 18.36(c)(2) & 2 AAC 12.260(e)****Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".****12. Weight: 0**

To be granted this preference:

1) Response must certify that Offeror meets the following requirements per AS 36.30.170(b):

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

2) Offeror must designate the Alaska Bidder (Offeror) Preference on page one of Part D.

Response will be scored: $\text{Rating} \times \text{Number of Evaluators} \times \text{Weight} = \text{Criterion Score}$. Rating will be as follows:

An Alaska Offeror's preference (i.e. a Rating of 5) will be assigned to the proposal of an Offeror who qualifies as an Alaska bidder using the criteria in 1), above.

No Alaska Offeror's preference (i.e. a Rating of 0) will be assigned to the proposal of an Offeror who does not certify that it qualifies as an Alaska bidder or who does not qualify as an Alaska bidder using the criteria in 1), above.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #13 and #14 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #13 and #14 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A - RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B - Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allocability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

13. Labor Billing Rates (Required Format)

13. Weight: 0

Provide a proposed total hourly Billing Rate (i.e. inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** - regardless of employer (Offeror or Subcontractor) - **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

1. Contract Management	(Estimated at	% of total labor effort)
2. Project Management	(Estimated at	% of total labor effort)
3.	(Estimated at	% of total labor effort)
4.	(Estimated at	% of total labor effort)
5.	(Estimated at	% of total labor effort)

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation - except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages (maximum 20%) when the rates are from Offerors that **designate preferences on page one of Part D**.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

Sign _____ Date _____

14. Total Price Proposal (Required Format)**14. Weight: 0****PART****C**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.

2. **Direct Costs of Direct Labor (DCDL)**

Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (ref.: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate(\$/hr)</u>	<u>Proposed Costs (\$)</u>
				Total DCDL: \$ _____

3. **Indirect Costs (IDC)**

These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.

IDC Rate: _____ % IDC Amount: \$ _____

4. **Other Direct Costs (ODC)**

These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g.: transportation, food and lodging, reproduction, etc.) - if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Proposed Costs (\$)</u>
			Total ODC: \$ _____

5. **Total Proposed Cost**

Sum of DCDL + IDC + ODC

Total Cost: \$ _____

6. **Proposed Fee**

List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).

Proposed Fee: \$ _____

7. **Total Proposed Price**

Sum of Total Proposed Cost plus Proposed FEE.

Total Price: \$ _____

Response will be scored as follows:

$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP}^*)}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages (maximum 20%) when the prices are from Offerors **designate preferences on page one of Part D.**

- * ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
 and only ONE of the following:
 * EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
 * DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

Sign _____ Date _____

PROPOSAL FORM

THIS FORM MUST BE THE FIRST PAGE OF PROPOSAL. Attach criteria responses as explained in Part B - Submittal Checklist. No transmittal letter or cover sheet will be used.

PROJECT

Project Numbers-State/Federal: **80876/EBE-000S(784)**
 Project Title: **Standard Storm Water Best Management Practices - Preparation of Standard Drawings & Specifications**
 RFP No.: **02523032**

OFFEROR (CONTRACTOR)

Contractor:
 Street.....:
 P.O. Box.....:
 City, State, Zip.....:
 Alaska Business License Number: *License is a prerequisite to Proposal.*
 Federal Tax Identification No.:
 DOT&PF DBE Certification No. (if any):
 Individual(s) to sign contract:
 Title(s):
 Type of business enterprise (check one).....: [] Corporation in the state of ...:
 [] Individual [] Partnership [] Other(specify).....:

ALASKA STATUTORY PREFERENCES (IF NO FEDERAL FUNDING)

Check the applicable preferences that you claim for the proposed contract (reference Criteria 12, 13 & 14 in Part C):
 [] Alaska Bidder (Offeror) **AND>>** [] Employment Program or [] Disabled Persons

PROPOSED SUBCONTRACTOR(S)

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	<u>AK Business License No.</u>	<u>DOT&PF DBE Certification No.</u>

CERTIFICATIONS

I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and, that the requirements of the Certifications on page 2 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Cost and Pricing Data, and 4) Federal-Aid Contracts exceeding \$100,000 - will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety days.

Signature.....: _____
 Name: _____ Date: _____
 Title: _____ Telephone (voice): _____
 (fax): _____
 Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

PART

D

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for opening (i.e., receipt) of proposals as required by AS 36.30.210(e) for Contractor; and not later than five 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. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. Certification on the bid or proposal that the bidder/offeror has a valid Alaska business license number and has written the license number in the space provided on the proposal.
 - c. A canceled check that demonstrates payment for the Alaska business license fee.
 - d. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - e. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - f. Other forms of evidence acceptable to the Department of Law.
2. **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 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **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).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate 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).
5. **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.
6. **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.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering or Land Surveying** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

[For information about licensing, Offerors may contact the Alaska Department of Commerce and Economic Development, Division of Occupational Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.dced.state.ak.us/occ/home.htm>.]

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

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.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

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

that was under consideration by the administrative unit in which the officer served, and

in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

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

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates :
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
Fringe Benefits \$
General & Administrative Expenses \$

Sum \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a) Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
[] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____
Name: _____
Title: _____
Contractor: _____

Date: _____
Telephone: _____
Fax: _____

Office Address for which this Submittal is made:

Address where Accounting Records are maintained,
if not at Office Address:

Street: _____
P.O. Box: _____
City, State, Zip: _____

:
:
:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

INDIRECT COST RATE – A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

INDIRECT COSTS - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses.

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance
Deferred Compensation/Retirement Plans

Vacation Time and Authorized Leave
Social Security and Unemployment Taxes
Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)
Travel, Food and Lodging
Maintenance and Depreciation of Equipment/Computers
Business Insurance Premiums Not Billed to Clients
Rent, Heat, Power, Light and Janitorial Services

Office Supplies
Communications
Reproduction Costs
Recruiting Expense
Rentals of Equipment/Computers

UN-ALLOWABLE COSTS - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages
Advertising
Interest and Other Financial Costs
Contributions and Donations
Federal Income Taxes
Goodwill

Organization Costs
Lobbying Costs
Bad Debts
Fines and Penalties
Entertainment
Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

AKSAS Project No: 80876
Federal Project No: EBE-000S(784)
Date Prepared: March 2, 2012

CONTRACTOR shall include the provisions of this form in all subcontracts which exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all times for the duration of this Agreement, plus one year

following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage bodily injury liability limits of \$300,000 combined single limit per occurrence or split limits of \$300,000 per person/\$500,000 per occurrence. The policy shall cover all owned, hired and non-owned vehicles. In addition, it shall have a minimum of \$50,000 per occurrence property damage liability limits.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$ 500,000

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
 - ☐ Photogrammetric Mapping Services
 - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Naval Architectural firms typically do not have E&O insurance, If required the State will absorb the total cost of the premium.
- D3.7 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____ Date: _____
Name: _____
Title: _____

Statement of Services

Standard Storm Water Best Management Practices – Preparation of Standard Drawings & Specifications

Introduction

The Department of Transportation and Public Facilities (DOT&PF) seeks a consultant to develop standard specifications and plans for selected storm water control measures (also referred to as Best Management Practices or BMPs). DOT&PF has published descriptions of 24 control measures in the Alaska Storm Water Pollution Prevention Plan Guide (February 2011) that are commonly used in construction activities. However, the sketches and descriptions are not contract-type documents. DOT&PF also has two standard drawings and a few standard specifications that are erosion control related. These will be replaced with the deliverables produced in this project.

DOT&PF design engineers will incorporate the consultant's deliverables (plans and specifications) into construction contracts. The plans for temporary and non-structural BMPs will be added to contracts in an appendix, as they will not be sealed. A compilation of design considerations in a booklet will assist the design engineer in selecting the appropriate BMPs. The plans and specifications may also be used by contractor's SWPPP writers and SWPPP managers who produce SWPPP amendments during construction. It's DOT&PF's intent that contract descriptions be consistent with SWPPP descriptions of BMPs. For this reason, this scope of work includes a list of the most commonly used BMPs on Alaskan construction projects. For the few BMPs on the list that are considered permanent BMPs, the consultant is not required to seal the plans. However, the DOT&PF standards engineer or design engineer of record will seal plans for permanent BMPs.

The consultant will be producing products that will be used statewide. Therefore, the plans and specifications need to be detailed enough to enable a DOT&PF contract administrator to enforce the contract if the installed BMP is not functioning effectively on an active project. However, the descriptions cannot be so detailed as to become exclusive to one region of the state. In other words, the variety of climates must be considered when the consultant describes the BMP, so that either the applicability will be statewide, or the description includes regional variations.

DOT&PF also is in need of temporary and non-structural storm water BMPs that are applicable to maintenance operations. These will not be incorporated into contracts, but instead used to educate and guide DOT&PF maintenance foremen in their common activities. Therefore, the format of the maintenance BMP descriptions will not need to be contract-type documents.

Because the BMP documents are not required to be sealed, they may be developed by a consultant who is not a Professional Engineer. However, it is a requirement of this contract that the work be overseen by a Professional Engineer. Therefore, the Project Manager must be a Professional Engineer.

A BMP Development Team of DOT&PF staff will review and comment on the consultant's draft documents. The team includes staff from all of the DOT&PF regional offices. The Project Manager at the DOT&PF headquarters office in Juneau will facilitate communications between the consultant and the DOT&PF team.

List of BMPs

BMP categories that must have multiple descriptions of the variety of available sub-categories are indicated with an asterisk in the tables below.

Construction Erosion Control BMPs

<u>BMP</u>	<u>Plans Required</u>	<u>Specification Or Plan Sheet Notes Required</u>
Hydraulic Erosion Control Products *		X
Rolled Erosion Control Products for Slopes *	X	X
Plastic Covering	X	X
Culvert Inlet Protection *	X	X
Surface Roughening	X	X
Compost Blanket		X
Fiber Rolls *	X	X
Tackifier *		X
Temporary Seeding		X
Permanent Seeding with Soil Amendments		X
Cold Weather Soil Stabilization *	X	X
Rock Slope Armor *	X	X
Mud Mats	X	X
Site Delineation per ACGP 4.1.1 *		X

Construction Sediment Control BMPs

<u>BMP</u>	<u>Drawing Required</u>	<u>Specification Required</u>
Fiber Rolls *	X	X
Rock Filter Berm	X	X
Compost Berm *	X	X
Triangular Silt Dike	X	X
Pumped Silt Control System (silt bag) *	X	X
Storm Drain Inlet Sediment Barrier – Curb Inlet *	X	X
Storm Drain Inlet Sediment Barrier – Area Drain Inlet *	X	X
Silt Fence *	X	X
Vegetation Sediment Filtration	X	X
Stabilized Construction Exit/Entrance *	X	X
Tire Wash	X	X
Street Sweeping		X
Flotation Silt Curtain	X	X
Passive Treatment Chemicals *	X	X

Construction Water Management BMPs

<u>BMP</u>	<u>Drawing Required</u>	<u>Specification Required</u>
Pipe Slope Drain *	X	X
Diversion Ditch *	X	X
Interception Ditch *	X	X
Pumped Stream Diversion *	X	X
Temporary Check Dam *	X	X
Excavation Dewatering *	X	X

Construction Good Housekeeping BMPs

<u>BMP</u>	<u>Drawing Required</u>	<u>Specification Required</u>
Stockpile Management *	X	X
Concrete Washout *	X	X
Vehicle Equipment Storage, Maintenance and Fueling *		X
Spill Prevention and Control *		X
Construction Waste Management *		X
Sanitary Waste Management *		X

Maintenance BMPs

<u>BMP</u>	<u>Drawing Required</u>	<u>Specification Required</u>
Ditch Maintenance	X	X
Snow Removal		X
Bridge Maintenance	X	X

Deliverables for Construction BMPs

1. Plan sheets with notes.

The consultant will create plan sheets in 8.5 x 11 inch format. The specification (text) portion of the BMP description and requirements will be added as notes on the plan sheet or on the back of the plan sheet (with three BMP exceptions, which are described under the second deliverable). If the drawings on the plan sheets don't clearly demonstrate requirements in the following five action categories, then notes on the plan sheets must describe them. The notes need to be listed within headings for these categories:

- A. Installation
- B. Materials
- C. Inspection
- D. Maintenance
- E. Removal

The plan sheets with notes must provide sufficient information so that they can be included into contract documents and be enforceable by the contract administrator. They must be specific enough that inferior or ineffective materials or installations will be avoided. If needed, tables can be added in the notes to make the BMP applicable to a variety of slopes or other variables. When appropriate, the notes on the plan sheets will reference applicable specifications.

Many of the BMP categories in the table above will need to describe sub-categories, as noted by asterisks in the tables above. For example, the silt fence BMP will describe at least the three following types: fence without pockets (fabric and posts), fence with sewn-in post pockets, wire-reinforced fabric and at least the two following installation methods: machine sliced and trench-key. In addition, an installation variation of placement in standing water or saturated ground must be included. The BMPs using compost must include categories of compost from fully decomposed organic matter to wood chips. The description must include requirements on the degree of decomposition required, the unacceptability of viable weed seeds, garbage, plastic, pathogens, etc. Another example is for drain inlet protection, the various types available on the market today must be included while not specifying a particular manufacturer. Another example is the various uses of fiber rolls need to be addressed (slope shortening, perimeter control, ditch check, inlet protection). Also the variety of materials that fiber rolls are made of need to be

included, such as compost, coir, straw, straw combinations, etc. Also make note of any types of filling that may not require keying in.

The plans will be produced in AutoCad 2009 or later versions. The title block and line weights should follow examples found in the DOT&PF standard drawings at:

<http://www.dot.state.ak.us/stwddes/dcsprecon/stddwgeng.shtml>

However, no space for an engineer's seal is required. Each BMP will be assigned a unique number, so that the design considerations can have corresponding numbers (such as EC-1, SC-3, etc.)

2. Specifications

Full specifications will be produced for three BMPs:

- A. Hydraulic erosion control products
- B. Rolled erosion control products

Both of these categories of BMPs listed above must be specified in performance categories, using the standards and categories that were developed by the Erosion Control Technology Council.

- C. Silt fence

These specifications must be written in the DOT&PF 2004 Highway Standard Specification format, found at:

http://www.dot.state.ak.us/stwddes/dcspsecs/pop_hwyspecs_english.shtml

For example, include sub-sections for Description, Materials, Construction Requirements, Method of Measurement and Basis of Payment. Do not assign section numbers, as DOT&PF will do that once the deliverable is complete.

3. Design Considerations

For each BMP, the consultant will write a short statement of considerations for the designer. These must include:

- A. What is the objective of the BMP?
- B. When and where is the BMP appropriate to use? (what is its applicability?)
- C. What situations or conditions would the BMP be inappropriate to use? (what are its effectiveness limitations?).

Provide in the design consideration information the designer would need to decide whether to select the BMP. As appropriate, the consultant can add notes about common failures or common uses where the BMP is not meant to be used.

Generally, these statements will be about a paragraph or two in length for each BMP. The design considerations can be compiled into a single booklet. The booklet will have a table of contents. The BMPs will each have a number that corresponds to the number given on the plan sheet with notes.

Requirements applicable to all the deliverables for Construction BMPs:

- 1. Must be in compliance with requirements of the 2011 Alaska Construction General Permit.
- 2. Must be in compliance with procurement requirements of the state of Alaska, FHWA and FAA.
- 3. Are not to be sealed.
- 4. When applicable, the design storm event is the 2-year, 24-hour storm volume.

Deliverables for Maintenance BMPs

The descriptions for maintenance BMPs do not need to be prepared for contracts. Instead, these are to be guidance for DOT&PF employees. For each BMP, the drawing (if applicable) and specification can be

combined into an illustrated document. The format must be 8.5 x 11 (portrait). The guidance is to show how storm water can be protected while conducting maintenance activities.

Tasks

Task 1. Status reports. The consultant Project Manager will provide DOT&PF Project Manager with a brief status report by email message on a monthly basis. The reports will include accomplishments since the last report and anticipated work in the upcoming month.

Task 2. 50% draft submittals. All of the types of deliverables (plan sheets with notes, specifications, when required, and design considerations) will be submitted at the same time for each individual construction BMP. When the deliverables for a BMP are 50% complete, they will be submitted to DOT&PF for review, in groups as described in the schedule.

Task 3. 90% draft submittals. After DOT&PF provides comments on the 50% complete drafts, the consultant will proceed to the 90% complete level. Once at that level, BMPs will be submitted to DOT&PF for a second review, in the same groups that were submitted when at the 50% level.

Task 4. Finalize deliverables. After DOT&PF provides comments on the 90% complete drafts, the consultant will finish the deliverables and submit them to DOT&PF in the same groups that were submitted previously. DOT&PF will either approve the deliverables or provide additional comments on parts or all of the deliverables. The consultant will continue to revise the deliverables until the DOT&PF Project Manager approves them. The final versions will be provided in an electronic form that will enable DOT&PF to do revisions in the future. They will use either AutoCad 2009 or a later version and Word 2007 or 97-2003.

Schedule

It is anticipated that this project will take place between May 2012 and April 2013.

Task 1. Monthly after the Notice to Proceed is issued.

Task 2. Two months after the Notice to Proceed is issued, the consultant will deliver 11 of the Construction BMPs (the consultant can select which BMPs). Four months after the Notice to Proceed, the consultant will deliver an additional 11 Construction BMPs. Six months after the Notice to Proceed, the consultant will deliver another 11 Construction BMPs. Eight months after the Notice to Proceed, the consultant will deliver the remainder of the Construction BMPs and all of the Maintenance BMPs.

Task 3. Unless otherwise approved by the DOT&PF Project Manager, four weeks after receiving DOT&PF comments on a group of 50% complete deliverables, the consultant will provide the same group of BMPs as revised drafts, 90% complete deliverables.

Task 4. Unless otherwise approved by the DOT&PF Project Manager, three weeks after receiving DOT&PF comments on a group of 90% complete or revised 90% complete deliverables, the consultant will provide the same group of BMPs as final documents.

Payment

For each portion of the BMPs (each portion is approximately one-quarter of the total number of BMPs) after submittal of an invoice, payment will be made as follows:

40% of the portion's amount will be paid upon DOT&PF-approval of the 50% complete products

40% of the portion's amount will be paid upon DOT&PF-approval of the 90% complete products

20% of the contract will be paid upon approval of the final documents.