

Chapter 18

ALPHABETICAL LIST OF FILES

<u>File Name</u>	<u>File Description</u>
aa-intro	Introduction to RFP&PSA Files
act-clst	Activity Checklist for Competitive Sealed Proposals (scoping thru contract award)
addendum	Addendum to RFP Package
adver	Advertisement for RFP Package
amd	Amendment form
asps	Authority to Seek Professional Services
auditreq	Memo requesting pre-award Audit
c-1-pay	Exhibit C-1, Method(s) of Payment
c-2-4.xls	Three forms in this Excel file for Cost Reimbursement > \$250k :
[c-2-cr.est]	Exhibit C-2, CR Price Estimate
[c-4-cr.bil]	Exhibit C-4, CR Billing Detail Form
[c-2-cr.amd]	Revised Exhibit C-2, CR Price Estimate Amendment
c-2-ntp	Exhibit C-2, Notice to Proceed (NTP) & Invoice Summary for Fixed Price OR Cost Reimbursement ≤ \$250k
c-3-cr.ntp	Exhibit C-3, CR NTP & Billing Summary for Cost Reimbursement > \$250k
clst-amd	List of Documents required for an Amendment file
clst-csp	List of Documents required for a Competitive Sealed Proposals file
clst-emr	List of Documents required for an Emergency Procurement file
clst-end	List of Documents required for closing out a PSA
clst-lcs	List of Documents required for a Limited Competition or Single Source Procurement file
clst-ntp	List of Documents required for a Notice to Proceed under a Term Agreement
clst-sp	List of Documents required for a Small Procurement
encumber	Memo requesting encumbrance of contract funding
estimate.xls	Two forms in this Excel file:
[estimate.tsk]	Thirty Individual Task Estimate sheets
[estimate.sum]	One Price per Task Summary sheet
evl-memo	Memo to Evaluators
evl-rate	<u>Evaluator</u> Rating Sheet (1 each Evaluator)
evl-rpt	Committee Evaluation Report
evl-scor	<u>Committee</u> Score Sheet (1 each Offeror)
feewksht	Fee (profit) Worksheet
ins-char	Instructions for Evaluation Committee Chairperson
ins-comm	Instructions for Evaluation Committee
ins-est	Instructions for Using Excel Price Estimate & PSA Appendix C Forms
ins-psa	Instructions for Preparing a PSA
ins-rfp	Instructions for Preparing RFP Package
ins-sos	Instructions for preparing Statement of Services (SOS) - Appendix B in a PSA
instruct	Instructions for Using RFP&PSA Files
ita	Letter for Notice of Intent to Award
itn	Letter for Notice of Intent to Negotiate
ltr-clos	Letter for Closeout of PSA
perf-evl	Performance Evaluation
preaudit	Pre-Audit Statement
preaudit IR-Ques	AK DOT&PF Internal Review Questionnaire
preneg	Letter for Prenegotiation Requirements
protest	Letter for Notice of Receipt of Protest
psa	Professional Services Agreement (basic 2 page document)
psa-a	PSA, Appendix A, General Conditions
psa-b	PSA, Appendix B, Statement of Services
psa-c	PSA, Appendix C, Compensation
psa-d	PSA, Appendix D, Indemnification & Insurance
psa-e	PSA, Appendix E, Certification of Compliance
psa dba 25A-326	Consultant's Written DBE Commitment (Civil Rights – DBE Program)
psa dba 25D-6	Consultant Registration (Civil Rights – DBE Program)
release	Release from Agreement & DBE Certification of Completion
rfp-a	RFP, Part A (RFP)
rfp-b	RFP, Part B (Submittal Checklist)
rfp-c	RFP, Part C (Evaluation Criteria)
rfp-d	RFP, Part D (Proposal Form)
rons	Record of Negotiation and Selection
sp-adend	Small Procurement Addendum
spdocs-a	Small Procurements Documents, Part A - Request for Proposals
spdocs-b	Small Procurements Documents, Part B - Proposal Form
spdocs-c	Small Procurements Documents, Part C - Contract Award, Notice to Proceed & Invoice Summary
spspb	Small Procurements Standard Provisions Booklet (Cover Sheet and Index)
waiver	Waiver Request

INTRODUCTION TO THE DOT&PF RFP & PSA FILES

The Request for Proposals (RFP) & Professional Services Agreements (PSA) files contain all the forms, checklists, instruction sheets, and "standard" correspondence referenced in the DOT&PF PSA Manual. The files are listed alphabetically in Chapter 18 of the Manual with a brief description of each. A listing of the files grouped by major procurement activities is contained in the file: "instruct".

All of the MS Word files are set up as Templates.

Some offices may have installed the RFP&PSA files on network drives. The files are also available on the DOT&PF website.

The RFP & PSA files are not static. They often are changed. BEFORE YOU USE A COPY OF A FILE THAT YOU MADE AT A PRIOR TIME, CHECK THE DATE CONTAINED IN THE FOOTER WITH THAT IN THE MOST CURRENT VERSION OF THE FILE AVAILABLE FROM YOUR PROFESSIONAL SERVICES COORDINATOR.

Use the current version. Note that the forms contained in the RFP&PSA files are subject to DOT&PF forms control policies and they shall not be modified (other than for required entries) except as may be approved in writing by the Chief Contracts Officer in the Commissioner's Office.

YOU ARE ENCOURAGED TO READ "INSTRUCT" BEFORE YOU ATTEMPT TO USE THE RFP&PSA FILES. Other instructional files can be identified by "ins-" at the beginning of the file name.

There are also several files identified by "clst-" at the beginning of the file name. These checklists list all the documents required for a complete record of a particular procurement action.

There is also one "activity" (vs "document") checklist, file: "act-clst", that summarizes all the actions required to accomplish the most extensive, formal, procurement process; i.e., Competitive Sealed Proposals.

If you need assistance or have any questions about when to use the files or concerning their contents, contact your Professional Services Coordinator.

If you have any suggestions for improving this package, talk with your Professional Services staff.

COMPETITIVE SEALED PROPOSALS ACTIVITY CHECKLIST

See the DOT&PF PSA Manual for explanations of Activities/Subtasks and the file: "instruct" for using the RFP & PSA files.

Act #	Activity Description	Subtasks	RFP & PSA File Name	Time to Accomplish	
				Labor Hours	Turnaround Days
1	Define Services, Schedule, and Estimated Price	Draft detailed Statement of Services [Ref: 23 CFR 172.7(a)(1)(ii)(A)] Establish Schedule Prepare detailed Price Estimate [Fed-Aid – Ref: 2 CFR 200.323 and 23 CFR 172.7(a)(1)(v)(B)]	ins-sos estimate.xls	Varies - Days, Weeks Months	5 - 60 (as workload permits effort)
2	Authority and Funding Source	Prepare Authority to Seek Professional Services (ASPS): * Title & IRIS Program/Project Number(s) * Identify Funds (IRIS Codes) and funding source * Summarize Services & Estimate * Indicate if subcontractable services * Identify Evaluation Committee * Identify Negotiation Team * E&O Insurance Required? * Funding Agency Concurrence? Obtain Contracting Officer's signature on ASPS Notify Evaluators and Negotiators of their appointment Obtain any needed Waivers	asps waiver	Tech 4 - 8 Adm 4 - 8 Tech 4 - 16 Adm 2 - 8	1 - 5 1 - 3 1 - 10
3	Obtain Proposals	Draft RFP Package (see assembly instructions): * Part A - RFP * Part B - Checklist * Part C - Criteria (Select or draft criteria & assign weights) * If price a criterion, prepare format for price proposals * Attach Part D - Proposal Form Review and edit the RFP Package & Price Estimate Prepare the final RFP Package Advertise, print & distribute RFP Package Respond to questions, prepare & distribute Addenda (may delay proposals date) Receive & log Proposals Assemble Proposals & Instructions for Evaluators	ins-rfp rfp-a rfp-b rfp-c rfp-d adver addendum evl-memo ins-char	Tech 4 - 16 Adm 4 - 8 Tech 4 - 8 Adm 4 - 8 Tech 0 - ? Adm 0 - ? Adm 0 - 8 Adm 2 - 4	1 - 3 1 - 2 1 - 3 21 0 - ? 1 1
4	Evaluate Proposals	Review RFP, any addenda, and criteria requirements Preview all proposals before rating/scoring Read all responses to one criterion, then rate each per instructions; Repeat (read & rate all responses) for each criterion Chairperson collect Evaluators' rating sheets and calculate weighted scores for each proposal before Evaluator Committee meeting Investigate Top Ranked Offerors (work experience, performance, licensing, references, etc.) as may be indicated during Committee meeting Conduct any Interviews Final Evaluation Committee discussion Revise ratings and scores, if appropriate Chairperson prepare Committee Evaluation Report	ins-comm evl-rate evl-scor evl-rpt	Tech 1 Tech .5 per proposal Tech .5 per proposal Tech 1 per top ranked Offeror	1 - 10 days for all of this activity
5	Contractor Selected for Negotiation	Prepare Notice of Intent to Negotiate, Obtain Contracting Officer's signature of approval, and issue to all Offerors.	itn	Tech .5 Adm 1 - 4	1
6	Audit of Contractor's Records	Audit not required if Price ≤ \$250,000 and <u>all</u> of the following: 1) an Independent and reliable Price Estimate is prepared, 2) "Price" analysis is used to negotiate a fair and reasonable price, and 3) the Method of Payment is: a) Fixed Price or b) Cost Reimbursement with recent acceptable audit & cap on Hourly Rates used.	auditreq	Tech 1 - 4 Adm 1 + Audit Staff time	0 - 45 days, audit concurrent with technical & cost negotiations

Act #	Activity Description	Subtasks	RFP & PSA File Name	Time to Accomplish	
				Labor Hours	Turnaround Days
7	Technical and Price or Cost Analysis	Send Pre-Negotiation Requirements Letter to selected Offeror Obtain licenses & insurance documents for Contractor & the Certification regarding Subcontractors' licenses/insurance, and DBE commitment form and assure DBE contractor registration, if applicable Discuss services with Contractor & get detailed Price Proposal Analyze tasks, methodology and schedule; then analyze proposed expertise & skill levels, estimated labor effort for each skill, subcontracts, equipment, computer time, travel, etc. Compare proposed price to Agency estimate Define Negotiation Objectives: services, schedule, costs & fee (profit) Define negotiation strategy	Preneg dbereg feewksht	Adm 1 Adm 1 Tech 4 - 12 Tech 4 - 24 Tech 4 - 8 Tech 2 - 8 Tech 2 - 4	3 - 30 for all of this activity
8	Negotiation	If audit required, obtain Pre-Audit Statement for Internal Review Conduct negotiations to reach agreement Prepare final Statement of Services on computer diskette Assure Contractor Commitment is received with DBE participation, if applicable	preaudit ins-sos	Adm 1 Tech 4 - ? Tech 4 - ?	3 - 30 for all of this activity
9	Intent to Award	Prepare & Issue Notice of Intent to Award to all Offerors (Protest period ends ten days after date Notice of Intent to <u>Award</u> is issued)	ita	Adm .5	1
10	Protests & Appeals	Address any protests & appeals in accord with procedure	protest	as required	as required
11	Summary of Selection & Negotiation	Explain 1) Basis of Award – document actions & decisions made in Contractor selection & contract negotiation [Ref: 23 CFR 172.7(a)(1)(v)(E) and 2 CFR 200.333; and 2) How & why the agreed to price & method of payment is fair & reasonable [Ref: Fed-Aid – 2 CFR 200.320(d)(5)] Obtain Contracting Officer's signature Identify any DBE participation NOTE: Prepare RONS concurrently with PSA (Next Activity)	rons	Tech 4 - 12 Adm 1	1 - 3 1 - 3
12	Written Contract	Prepare PSA (Basic plus Appendices A, B, C, D (with Contractor's Certificates of Insurance) & E) First, obtain Contractor's original signature on 2 copies of PSA, then obtain Contracting Officer's original signature on 2 copies of PSA	ins-psa psa psa-a psa-c and exhibits c-1, c-2, c-3, c-4, as req'd psa-d psa-e	Tech 4 - 12 Adm 2 - 8	1 - 3 w/ RONS 1 - 3 w/ RONS
13	Procurement Records	Provide one copy of PSA with original signature to Contractor and one copy of PSA & RONS to Contract Manager Assemble one copy of PSA with original signature plus other required documents for PSA record files	clst-csp	Tech 1 Adm 1	1
14	Encumber Funds	The Contract/Project Manager sends copy of Basic Agreement (w/o Appendices) to Finance section with request signed by PM to encumber the Contract Amount. Follow up to ensure encumbrance accomplished	encumber	Tech .5 Adm .5	1 - 5
15	Manage Contract	Issue Notice(s)-to-Proceed, direct contract activities, review, approve & accept work products, approve billings Check billings against contract provisions and prior payments; process for payment	c-2 ntp or c-3-cr.ntp c4-crbil	as required	as required

RE: ADDENDUM NO. __ TO REQUEST
FOR PROPOSALS (RFP)
PACKAGE

FAX TO: All RFP recipients on record.

The RFP Package is hereby clarified or changed as follows:

1. Submittal deadline has been changed to:
- 2.
- 3.
- 4.

All other terms and conditions remain the same.

END OF ADDENDUM

We appreciate your participation in this solicitation.

Sincerely,

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CENTRAL REGION DIVISION OF

NOTICE OF REQUEST FOR PROPOSALS

IRIS Program Number:
Federal Number:
RFP Number:

The Department intends to enter into a negotiated agreement for professional to .

A complete description of services is contained in the RFP Package. Estimated period for performance of the Agreement is approximately to . Cost of these professional services is expected to be in the range of to .

The Request for Proposals (RFP) Package will be available and may be obtained in person from the DOT&PF plans room at 4111 Aviation Avenue, Anchorage, Alaska before 4:00 pm. Persons residing outside the may obtain an RFP Package through the mail by telephoning .

Proposals must conform to the RFP and be submitted with specified forms. Submittals must be received no later than , prevailing time.

Individuals with disabilities, including the hearing impaired, who may need auxiliary aids, services, and/or special modifications to submit a proposal should contact the TTD number: (907) 269-0473, no later than one week prior to the submittal date to make any necessary arrangements.



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Amendment No:
Agreement No:
IRIS Program No:
Federal Project No:

Project Title:

The Agreement between

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, is hereby amended, effective the last date executed by its parties.

CONTRACTOR

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contract Manager

Contracting Officer

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CHANGES TO COMPENSATION

<u>Item</u>	<u>Method of Payment</u>	<u>Original Amount</u>	<u>Amount Through Last Amendment</u>	<u>Amount for This Amendment</u>	<u>Current Amount</u>
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	<u>Original Amount</u>	<u>Amt Through Last Amd</u>	<u>This Amendment</u>	<u>Current Amount</u>
Subtotals for above items:				
Subtotals for items not listed above:				
Totals for Agreement:				

The **MAXIMUM AMOUNT PAYABLE** to the Contractor under this Agreement, revised to include this Amendment, shall not exceed:

CHANGES TO CONDITIONS OR SERVICES

PERIOD OF PERFORMANCE

The ending date of: is ***not*** changed, OR is changed to:

The following **ATTACHMENTS** to this Amendment **ARE INCORPORATED HEREIN:**

<u>Attachment No</u>	<u>Title</u>	<u>Date</u>	<u>No Pages</u>
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ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN IN FORCE

(ASPS) AUTHORITY TO SEEK PROFESSIONAL SERVICES

IRIS Program No:
Federal Project No:
RFP No:

Project Title:

PURPOSE/SERVICES (WITHIN THIS SPACE, without referencing other documents, provide a clear and concise statement of the purpose and services to be obtained. Provide more detail in an attachment only if necessary to convey unique aspects of the project. If the proposed basic Agreement will not encompass all of the services required without future Amendments, explain the incremental elements of the project.)

For federally-funded projects, are there Subcontractable Work Categories in this scope: Yes ☐ No ☐

PREPARED BY

CONCUR

PROCUREMENT OFFICER APPROVAL

Signature: _____
Name/Date: _____
Title: _____

Signature: _____
Name/Date: _____
Title: _____

Signature: _____
Name/Date: _____
Title: _____

IRIS FUNDING CODES: Template:

Object:

Activity:

Phase:

(If codes not established, explain how and when the contract will be funded.)

Is funding in place for the estimated amount? Yes ☐ No ☐

Funding Source (check all that apply): ☐ State ☐ FHWA ☐ FAA ☐ FTA ☐ Other: _____

DECISION TO CONTRACT (WITHIN THIS SPACE, explain why it is necessary to contract; e.g., lack of staff, time, experience.)

ESTIMATED PERIOD FOR PERFORMANCE (Identify the anticipated duration for the entire contract-phased or multiple years, etc.)

PRE-SOLICITATION ESTIMATE (WITHIN THIS SPACE, explain the basis of the estimate, how derived, and show the estimated total Price for the basic Agreement. Also identify estimated cost for any potential incremental services under the proposed contract. Worksheets may be attached. See Chapter 7 of the PSA Handbook for information.)

PROPOSED CONTRACT MANAGER

Name:

Title:

Telephone Number:

PROPOSED EVALUATION COMMITTEE MEMBERS AND CHAIRPERSON (Evaluation committee shall consist of at least three state employees or public (state) officials and in addition may include other appropriate individuals. If the procurement is for Architecture, Engineering, Land Surveying or Landscape Architecture, a majority of the committee must be State employees well qualified in Architecture, Engineering, Land Surveying or Landscape Architecture, as appropriate. If price is an evaluation criterion (state funded project), a majority of the committee must be registered. Desirable qualifications of Evaluators include: job responsibilities and/or training equal or similar to the proposed contract services; professional registration in applicable disciplines; experience with the evaluation process; etc. The Chairperson, who may be one of the Evaluators or another individual, is hereby delegated the Procurement Officer's responsibilities for purposes of meeting the requirements of 2 AAC 12.260.)

FUNCTION

PERSON

TITLE

Chairperson
Evaluator
Evaluator
Evaluator
Evaluator
Evaluator

PROPOSED NEGOTIATION TEAM (At least two persons required if contract may exceed \$250,000. See Chapter 9 in PSA Handbook for explanation.)

PERSON

TITLE

PROFESSIONAL LIABILITY (E&O) INSURANCE (See discussion of "Insurance" in Chapter 12 in PSA Handbook for explanation.)

☐

NOT REQUIRED

☐

REQUIRED IN THE AMOUNT OF:

CONCURRENCES/APPROVALS (Identify any required contract approvals from regulatory, funding or client agencies. See Chapter 3, Activity 2, in PSA Handbook for information.)

MEMORANDUM

State of Alaska

Department of Transportation and Public Facilities

TO:

Chief, Internal Review
DOT&PF

DATE:

TELEPHONE NO:

FROM:

SUBJECT: Request for
Pre-negotiation Audit Report

IRIS Program No:

The following firm(s) have been selected for contract negotiations regarding the subject project. Please provide me with copy(s) of current Audit Report(s) or advise me as to when reports will be available.

Offeror Name/Office Location..... :
Firm Contact Person/Telephone Number :
Firm Accounting Records Location..... :
Date Pre-Audit Statement to be provided :
Date Price Proposal to be provided..... :
Contract Price Range..... :
Proposed Period of Performance (From/To) :

Priority of need for Audit..... :

cc:

COMPENSATION

APPENDIX C EXHIBIT C-1, METHOD(S) OF PAYMENT

IRIS Program No:
Federal Project No:
Date Prepared:

1. Payments will be made in accordance with Article A7 (Basic Agreement), Articles C1 - C9 (Appendix C), the following, and the applicable discussions of Methods of Payment presented below.

<u>CONTRACTOR & SUBCONTRACTORS</u>	<u>SUBCONTRACTOR TO: (FIRM)</u>	<u>METHOD OF PAYMENT</u>	<u>ESTIMATED COST</u>	<u>FEE</u>	<u>ESTIMATED PRICE</u>
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Total Agreement Amount: _____

Note: If a Method of Payment is "Fixed Price", then the amount listed under "Estimated Price" is the Fixed Price.

2. **FIXED PRICE(S)** payments will be a single lump sum payment equal to the Fixed Price upon acceptable completion of this Agreement, or progress payments not to exceed the Fixed Price.

3. **FIXED PRICE(S) PLUS EXPENSES** payments will be as follows:

3.1 Payments of the **FIXED PRICE** will be a single lump sum payment equal to the Fixed Price upon acceptable completion of services, or progress payments not to exceed the Fixed Price(s).

3.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs not to exceed the total specified amount for expenses that are directly chargeable to and necessary for performance of the services assuming they are not recovered through the Indirect Cost Rate.

4. **COST PLUS FIXED FEE** payments will be made according to the following:

4.1 Payments for **DIRECT COST OF DIRECT LABOR** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Direct Labor Rate. Job Classifications, Labor Hours and Direct Hourly Rates are estimated for this contract. Work shall be performed by the lowest paid qualified personnel. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform. Contract payments will be based on the actual Direct Labor Rates paid to employees in any direct labor job classification who work on the contract, except that no Direct Hourly Rate shall exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement:

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>DIRECT RATE (\$/HR)</u>
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4.2 Payments for **INDIRECT COSTS** shall be equivalent to the amounts for Direct Cost of Direct Labor multiplied by the following applicable **INDIRECT COST RATES (IDCR)**:

<u>CONTRACTOR/ SUBCONTRACTOR</u>	<u>IDCR (%)</u>	<u>IDCR TYPE (F, F/P, P)</u>
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4.2.1 IDCR with "F" is Fixed for the duration of this Agreement.

4.2.2 IDCR with "F/P" is Fixed for the last half of the firm's current fiscal year plus not to exceed six months of its next fiscal year, after which the IDCR becomes a Provisional Rate until an audit is completed and a Fixed IDCR is established for each successive twelve month interval.

4.2.3 IDCR with "P" is Provisional until completion of post performance audit to establish actual incurred rate which is used to establish a final IDCR for the period covered by the audit. Post performance audits may be done after each fiscal year of a multi-year contract or once after completion of the contract. Audit findings and other

rationale will be used to establish a final IDCR that appropriately allocates Indirect Costs to this Agreement for each fiscal year.

4.2.4 Revisions to any IDCR may be implemented only by a contract Amendment. Further, adjustment of any payments made based on Provisional IDCRs will not be done without a contract Amendment that fully explains the amount of the adjustments.

4.3 Payments for **OTHER DIRECT COSTS** (Expenses) will be made for actual substantiated costs which are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Other Direct Costs is prohibited (reference paragraph C8).

4.4 If not defined elsewhere in this Appendix C, progress payments for a firm's (Contractor or any Subcontractor) **FIXED FEE** will be equivalent to the ratio of the firm's Direct Cost of Direct Labor to date, divided by the firm's total estimated Direct Cost of Direct Labor, multiplied by the total amount of the firm's Fixed Fee. The Fee amount for each firm participating in this Agreement was determined as follows:

5. **TIME AND EXPENSES** payments will be made according to the following:

5.1 Payments for **TIME** will be equivalent to the number of hours expended by each job classification multiplied by the applicable Billing Rate. Work will be performed by personnel with the lowest reasonable skill levels and hourly rates. Further, when performing work for which they are over qualified, individuals will charge time at rates equivalent to skill levels commensurate with the work they perform.

5.1.1 **BILLING RATES** for persons who work on this contract shall be the sum of the person's actual Direct Labor Rate plus an allowance for Indirect Cost at the then current Agency-approved Indirect Cost Rate for the person's employer (firm) plus a fee (profit) of eight percent (e.g., $\$25 + (1.50 \times \$25) + (.08 \times [\$25 + (1.50 \times \$25)]) = \$67.50$); however, this rate shall not exceed \$ **PER HOUR** except for the following individuals whose rates are capped (fixed) as listed below for the duration of this Agreement.

<u>FIRM</u>	<u>JOB CLASSIFICATION</u>	<u>PERSON'S NAME</u>	<u>BILLING RATE (\$/HR)</u>
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5.1.2 **BILLING RATES** are negotiated hourly labor rates which include compensation for all Costs (Direct Cost of Direct Labor and all Indirect Costs) plus Fee, except for allowable direct Expenses.

5.1.3 **Time & Expenses Overtime** shall be calculated at 1.5 times the base labor rate (DL & IDCR) and then the profit factor added.

5.2 Payments for Other Direct Costs (**EXPENSES**) will be made for actual substantiated costs that are directly chargeable to and necessary for performance of services assuming they are not recovered through the Indirect Cost Rate. "Markup" of Expenses is prohibited (reference paragraph C8).

6. **SPECIAL CONSIDERATIONS:**

Items 6.1, 6.2, 6.3 and 6.4 are optional contingent upon travel being part of the contract. Edit as required and remove this note.

6.1 Travelers are permitted actual costs, or an allowance, for lodging (as negotiated and detailed below) and an allowance for meal and incidental expenses (M&IE). Refer to AAM 60.250 for policies regarding travel.

6.2 Employees shall be considered in travel status from the time an authorized trip begins until it ends. An authorized trip is a trip approved in accordance with a NTP issued under the contract. The duty station of the employee is the city, town, or village, or within a 50-mile radius thereof, where the employee spends the majority of their working time.

6.3 M&IE allowances shall be limited to the State rate of \$60.00 per day. The duration of the trip must be more than 12 hours in order for the traveler to be eligible for M&IE allowances. Additionally, the traveler will receive 75% of the full allowable daily allowance on the initial date of departure and the final date of return for contract-approved travel, regardless of time of departure/arrival.

6.4 If paying actuals for Lodging, Lodging shall be at the hotel's "government" rate (when applicable) and for single occupancy, not to exceed \$300.00 per day. Lodging receipts are required.



NOTICE TO PROCEED & INVOICE SUMMARY

NTP No:
Agreement No:
IRIS Program No:
Federal No:
PSA Expiration Date:

(This form is for any FIXED PRICE Agreement or for a COST REIMBURSEMENT Agreement in which the sum of all NTPs will not exceed \$250,000.)

Contractor:

Project Title:

NOTICE TO PROCEED

In accordance with our Agreement, provide the following services (or services described in the following referenced attachment):

Compensation for this NTP shall be by the method(s) and not exceed the authorized amount(s) specified in the Invoice Summary (below). The Agency Contract Manager for this NTP is: Tel No. or Email:

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by:

Accepted for the Contractor by:

Signature
Name:

Date

Signature
Name:

Date

INVOICE SUMMARY

This Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice Number for this NTP is:** [].

* Generally, each firm may be compensated by only one of the following Methods of Payment for this NTP:
Fixed Price (FP)..... Amounts entered in Columns "c" and "g" only Cost Plus Fixed Fee (CPFF).....Columns "c", "d", "e", "f" and "g" only
FP + Expenses (FPPE).... Columns "c", "e" and "g" only Time and Expenses (T&E)Columns "c", "e" and "g" only

	a	b	c	d	e	f	g
Firms (Prime & Subcontractors)*	Meth of Pay	Labor (or FP)	Indirect Cost	Expenses	Fixed Fee	Total Price	
	FP						
	FP						
	FP						
	FP						
Total NTP Amount Authorized for All Firms							
Sum of Prior APPROVED Payments							
Sum for THIS INVOICE							
Sum of Prior Payments and this Invoice							
Balance of Authorized Amount							

Template

Object

Activity

Phase

PAYMENT REQUEST (Contractor):

Signature
Name:

Date

APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.

Signature
Name:

Date

PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment.

Signature
Name:

Date

INSTRUCTIONS TO CONTRACTOR for NOTICE TO PROCEED & INVOICE SUMMARY (NTP)

1. Retain an unmarked, as issued, copy of this (NTP) form to be used for reproduction and billing.

Note **Several NTPs may be concurrently active under one Professional Services Agreement, each requiring separate cost accounting.**

2. If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your receipt.
3. Submit monthly Invoices to the Agency Contract Manager named in this NTP. You may use your firm's invoice forms; however, you must also **provide a copy of page one of this NTP form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**

- a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
- b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
6. ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
7. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed that either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.

COMPENSATION

APPENDIX C EXHIBIT C-2, COST REIMBURSEMENT PRICE ESTIMATE

PROJECT NAME:

Agreement No.
IRIS Program No:
Federal Project No:
Date Prepared:

Task Group "A" concludes with:

Task Group "B" concludes with:

Task Group "C" concludes with:

Task Group "D" concludes with:

Task Group "E" concludes with:

Task Group "F" concludes with:

PRIME CONTRACTOR:

METHOD OF PAYMENT: FP ☐ FPPE ☐ T&E ☐ CPFF ☐

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	PRIME'S TOTAL PRICE	*SUB-CONTRACTS	PRICE PLUS SUBS
A				\$0		\$0	\$0	\$0
B				\$0		\$0	\$0	\$0
C				\$0		\$0	\$0	\$0
D				\$0		\$0	\$0	\$0
E				\$0		\$0	\$0	\$0
F				\$0		\$0	\$0	\$0
G								
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SUBCONTRACTOR NO. 1:

Subordinate to:

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A				\$0		\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 2:

Subordinate to:

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A				\$0		\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FP)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor (or FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor (or FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontracts" will be summed and entered automatically.

SUBCONTRACTOR NO. 3:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A				\$0		\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 4:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A				\$0		\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 5:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A				\$0		\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 6:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A				\$0		\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 7:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A				\$0		\$0	
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 8:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A				\$0		\$0	
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 9:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A				\$0		\$0	
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 10:**Subordinate to:**

TASK GROUP	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A				\$0		\$0	
B				\$0		\$0	
C				\$0		\$0	
D				\$0		\$0	
E				\$0		\$0	
F				\$0		\$0	
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	

ATTACHMENT #

REVISED COMPENSATION

APPENDIX C EXHIBIT C-2, **COST REIMBURSEMENT** PRICE ESTIMATE

PROJECT NAME: 0

Agreement No:	
Amendment No:	
IRIS Program No:	0
Federal Project No:	
Date Prepared:	

PRIME CONTRACTOR: 0								
METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>								
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	PRIME'S TOTAL PRICE	SUB-CONTRACTORS	PRICE PLUS SUBS
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0
T	Prior Amt	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	This Amd			\$0		\$0	\$0	\$0
	Revised	\$0	\$0	\$0	\$0	\$0	\$0	\$0

SUBCONTRACTOR NO. 1: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 2: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 3: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 4: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 5: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 6: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 7: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 8: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 9: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd			\$0		\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

SUBCONTRACTOR NO. 10: 0							
Subordinate to: 0							
TK GROUP & ITEM	LABOR	INDIRECT COST	EXPENSES	TOTAL COST	FIXED FEE PER GROUP	TOTAL PRICE	METHOD OF PAYMENT
A	Prior Amt	\$0	\$0	\$0	\$0	\$0	FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
B	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
C	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
D	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
E	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
F	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd				\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	
T O T	Prior Amt	\$0	\$0	\$0	\$0	\$0	
	This Amd	\$0	\$0	\$0	\$0	\$0	
	Revised	\$0	\$0	\$0	\$0	\$0	

COMPENSATION

APPENDIX C EXHIBIT C-4

COST REIMBURSEMENT BILLING DETAIL

PROJECT NAME: 0

Agreement No: 0

Thru Amendment No: 0

Sequential Billing No. for this Agreement:

Contractor's Billing No. (if applicable):

EVERY INVOICE SUBMITTED FOR THIS AGREEMENT SHALL INCLUDE A COMPLETED COPY OF THIS FORM ATTACHED TO A COMPLETED COPY OF THE CURRENT NTP & BILLING SUMMARY. (This form is available from the Contracting Agency on a disc in EXCEL 5.0. Contractors may use other software if billing information is presented exactly as arranged and shown herein.)

PRIME CONTRACTOR: 0

METHOD OF PAYMENT: FP ☐ FPPE ☐ T&E ☐ CPFF ☐

TOTALS TO DATE INCLUDES ALL COSTS FOR THE PRIME CONTRACTOR THROUGH (ENTER DATE):

TASK GROUP & COST ITEM	LABOR	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	SUB CONTRACTS	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Payments					\$0.00	\$0.00
THIS BILLING					\$0.00	\$0.00
Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Payments					\$0.00	\$0.00
THIS BILLING					\$0.00	\$0.00
Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Payments					\$0.00	\$0.00
THIS BILLING					\$0.00	\$0.00
Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Payments					\$0.00	\$0.00
THIS BILLING					\$0.00	\$0.00
Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Payments					\$0.00	\$0.00
THIS BILLING					\$0.00	\$0.00
Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Payments					\$0.00	\$0.00
THIS BILLING					\$0.00	\$0.00
Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL Prior Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL THIS BILLING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL Total to Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor (or FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor (or FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 1: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	FP <input type="checkbox"/>	\$0.00
	Prior Payments				FPPE <input type="checkbox"/>	\$0.00
	THIS BILLING				T&E <input type="checkbox"/>	\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00	CPFF <input type="checkbox"/>	\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
T Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	O Prior Payments	\$0.00	\$0.00	\$0.00		\$0.00
	T THIS BILLING	\$0.00	\$0.00	\$0.00		\$0.00
	A Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	L Balance	\$0.00	\$0.00	\$0.00		\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 2: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	FP <input type="checkbox"/>	\$0.00
	Prior Payments				FPPE <input type="checkbox"/>	\$0.00
	THIS BILLING				T&E <input type="checkbox"/>	\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00	CPFF <input type="checkbox"/>	\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
T Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	O Prior Payments	\$0.00	\$0.00	\$0.00		\$0.00
	T THIS BILLING	\$0.00	\$0.00	\$0.00		\$0.00
	A Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	L Balance	\$0.00	\$0.00	\$0.00		\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP): then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE): then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E): then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF): then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 3: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	FP <input type="checkbox"/>	\$0.00
	Prior Payments				FPPE <input type="checkbox"/>	\$0.00
	THIS BILLING				T&E <input type="checkbox"/>	\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00	CPFF <input type="checkbox"/>	\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
T Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	O Prior Payments	\$0.00	\$0.00	\$0.00		\$0.00
	T THIS BILLING	\$0.00	\$0.00	\$0.00		\$0.00
	A Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	L Balance	\$0.00	\$0.00	\$0.00		\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP): then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE): then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E): then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF): then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 4: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	FP <input type="checkbox"/>	\$0.00
	Prior Payments				FPPE <input type="checkbox"/>	\$0.00
	THIS BILLING				T&E <input type="checkbox"/>	\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00	CPFF <input type="checkbox"/>	\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
T Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	O Prior Payments	\$0.00	\$0.00	\$0.00		\$0.00
	T THIS BILLING	\$0.00	\$0.00	\$0.00		\$0.00
	A Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	L Balance	\$0.00	\$0.00	\$0.00		\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 5: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	FP <input type="checkbox"/>	\$0.00
	Prior Payments				FPPE <input type="checkbox"/>	\$0.00
	THIS BILLING				T&E <input type="checkbox"/>	\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00	CPFF <input type="checkbox"/>	\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
T Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	O Prior Payments	\$0.00	\$0.00	\$0.00		\$0.00
	T THIS BILLING	\$0.00	\$0.00	\$0.00		\$0.00
	A Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	L Balance	\$0.00	\$0.00	\$0.00		\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 6: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	FP <input type="checkbox"/>	\$0.00
	Prior Payments				FPPE <input type="checkbox"/>	\$0.00
	THIS BILLING				T&E <input type="checkbox"/>	\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00	CPFF <input type="checkbox"/>	\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
B Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
C Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
D Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
E Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
F Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Prior Payments					\$0.00
	THIS BILLING					\$0.00
	Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	Balance	\$0.00	\$0.00	\$0.00		\$0.00
T Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	O Prior Payments	\$0.00	\$0.00	\$0.00		\$0.00
	T THIS BILLING	\$0.00	\$0.00	\$0.00		\$0.00
	A Total to Date	\$0.00	\$0.00	\$0.00		\$0.00
	L Balance	\$0.00	\$0.00	\$0.00		\$0.00

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 7:		0				
Subordinate to:		0				
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0	\$0	\$0	\$0	FP <input type="checkbox"/>	\$0
	Prior Payments				FPPE <input type="checkbox"/>	\$0
	THIS BILLING				T&E <input type="checkbox"/>	\$0
	Total to Date	\$0	\$0	\$0	CPFF <input type="checkbox"/>	\$0
	Balance	\$0	\$0	\$0		\$0
B Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
C Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
D Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
E Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
F Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
T Contract Amount	\$0	\$0	\$0	\$0		\$0
	O Prior Payments	\$0	\$0	\$0	\$0	\$0
	T THIS BILLING	\$0	\$0	\$0	\$0	\$0
	A Total to Date	\$0	\$0	\$0	\$0	\$0
	L Balance	\$0	\$0	\$0	\$0	\$0

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP): then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE): then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E): then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF): then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 8: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0	\$0	\$0	\$0	FP <input type="checkbox"/>	\$0
	Prior Payments				FPPE <input type="checkbox"/>	\$0
	THIS BILLING				T&E <input type="checkbox"/>	\$0
	Total to Date	\$0	\$0	\$0	CPFF <input type="checkbox"/>	\$0
	Balance	\$0	\$0	\$0		\$0
B Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
C Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
D Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
E Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
F Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
T Contract Amount	\$0	\$0	\$0	\$0		\$0
	O Prior Payments	\$0	\$0	\$0	\$0	\$0
	T THIS BILLING	\$0	\$0	\$0	\$0	\$0
	A Total to Date	\$0	\$0	\$0	\$0	\$0
	L Balance	\$0	\$0	\$0	\$0	\$0

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP): then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE): then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E): then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF): then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 9: 0						
Subordinate to: 0						
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0	\$0	\$0	\$0	FP <input type="checkbox"/>	\$0
	Prior Payments				FPPE <input type="checkbox"/>	\$0
	THIS BILLING				T&E <input type="checkbox"/>	\$0
	Total to Date	\$0	\$0	\$0	CPFF <input type="checkbox"/>	\$0
	Balance	\$0	\$0	\$0		\$0
B Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
C Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
D Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
E Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
F Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
T Contract Amount	\$0	\$0	\$0	\$0		\$0
	O Prior Payments	\$0	\$0	\$0	\$0	\$0
	T THIS BILLING	\$0	\$0	\$0	\$0	\$0
	A Total to Date	\$0	\$0	\$0	\$0	\$0
	L Balance	\$0	\$0	\$0	\$0	\$0

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP): then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE): then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E): then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF): then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.

SUBCONTRACTOR NO 10:		0				
Subordinate to:		0				
TOTAL TO DATE INCLUDES ALL COSTS FOR THE SUBCONTRACTOR THROUGH (ENTER DATE):						
TASK GROUP & COST ITEM	LABOR (or FP)	INDIRECT COST	EXPENSES	FIXED FEE PER GROUP	METHOD OF PAYMENT	TOTALS
A Contract Amount	\$0	\$0	\$0	\$0	FP <input type="checkbox"/>	\$0
	Prior Payments				FPPE <input type="checkbox"/>	\$0
	THIS BILLING				T&E <input type="checkbox"/>	\$0
	Total to Date	\$0	\$0	\$0	CPFF <input type="checkbox"/>	\$0
	Balance	\$0	\$0	\$0		\$0
B Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
C Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
D Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
E Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
F Contract Amount	\$0	\$0	\$0	\$0		\$0
	Prior Payments					\$0
	THIS BILLING					\$0
	Total to Date	\$0	\$0	\$0		\$0
	Balance	\$0	\$0	\$0		\$0
T Contract Amount	\$0	\$0	\$0	\$0		\$0
	O Prior Payments	\$0	\$0	\$0	\$0	\$0
	T THIS BILLING	\$0	\$0	\$0	\$0	\$0
	A Total to Date	\$0	\$0	\$0	\$0	\$0
	L Balance	\$0	\$0	\$0	\$0	\$0

Note: "Contract Amounts" shall include any Amendments that are executed.

If Method of Payment is:

Fixed Price (FP):

then amounts shall be entered only in columns headed: "Labor (or FP)."

Fixed Price plus Expenses (FPPE):

then amounts shall be entered only in columns headed: "Labor (or FO)" and "Expenses."

Time & Expenses (T&E):

then amounts shall be entered in columns headed: "Labor or (FP)," and "Expenses."

Cost plus Fixed Fee (CPFF):

then amounts shall be entered in columns headed: "Labor or (FP)," "Indirect Cost," "Expenses," and "Fixed Fee."

"Total Cost" and "Total Price" and "Subcontractors" will be summed and entered automatically.



NOTICE TO PROCEED & BILLING SUMMARY

NTP No:
Agreement No:
IRIS Program No:
Federal No:
PSA Expiration Date:

(This form is for any COST REIMBURSEMENT Agreement, generally one that will exceed \$250,000.)

Contractor:

Project Title:

NOTICE TO PROCEED

Provide services for the Tasks Group(s) and specific Tasks enumerated below in the Billing Summary. Any services beyond the written scope and/or any costs above the price estimate for **each Task Group** in our Agreement, require prior Agency approval and a contract Amendment. Actual cost underrun of Contract Amount for any Task Group shall not routinely accumulate for other Groups. The Contracting Agency reserves the right to retain or reallocate any remaining funds resulting from such cost underruns.

This NTP is cumulative and it supersedes all prior NTPs for this Agreement.

The Agency Contract Manager for this NTP is:

Tel No. or Email:

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by:

Accepted for the Contractor by:

Signature
Name:

Date

Signature
Name:

Date

BILLING SUMMARY

This Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice # for this Agreement is: []**.

Total Contract Amounts	Authorized Task Groups and Tasks Number(s)	Authorized To - Date	Prior Aprv'd Payments	This Billing	Total To - Date
	A, Tasks No(s):				
	B, Tasks No(s):				
	C, Tasks No(s):				
	D, Tasks No(s):				
	Total Authorized Amount for All Groups				
	Sum of Prior APPROVED Payments				
	Sum for THIS INVOICE				
	Sum of Prior Payments and this Invoice				
	Balance of Authorized Amount				

Template

Object

Activity

Phase

PAYMENT REQUEST (Contractor):

Signature
Name:

Date

APPROVAL FOR PAYMENT

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.

Signature
Name:

Date

PAYMENT APPROVED: Based upon the Contract Manager's recommendation and certification, I hereby approve payment.

Signature
Name:

Date

INSTRUCTIONS TO CONTRACTOR for COST REIMBURSEMENT NOTICE TO PROCEED (NTP) & BILLING SUMMARY

1. **RETAIN AN UNMARKED**, as issued, **COPY OF THIS FORM** to be used for reproduction and billing.
2. If this NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated *on a copy* of this NTP and return it within ten days after your receipt.
3. Submit monthly Invoices to the Agency Contract Manager named in this NTP. **Provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries accurately completed:**
 - a) Indicate if the Invoice is for Progress or Final Payment and show the Sequential Invoice Number for this NTP.
 - b) Entries in the following columns: Prior Aprv'd Payments, This Billing, and Total to Date for each Task Group; plus the SUM TOTALS for: Authorized To - Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note "Prior APPROVED Payments" amounts may NOT be the same as the total of all your prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from your billing was paid without notification to you of the reason(s), attach a request for an explanation and remedial action.

4. Sign, date and enter printed or typed name under "PAYMENT REQUEST (Contractor)" thereby attesting to the following:

"By signature on this form, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Agreement and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."

5. **ATTACH A CURRENT COPY OF EXHIBIT C-4, COST REIMBURSEMENT BILLING DETAIL FORM (from Appendix C of the Agreement) to each invoice. Internally, check the form and correct mathematical extensions. The Contracting Agency may return erroneous invoices for correction before processing for payment.**
6. Substantiate all charges in each billing, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
7. ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
8. When each NTP is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract scope.

AMENDMENT DOCUMENTS CHECKLIST

PSA No:
Amendment No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

When the Amendment is ready for Contracting Officer's signature (**after** it is signed by the Contractor), print the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "✓" for each item attached or mark "x" over item numbers that are not applicable.

Provide all of the documents to the Professional Services Coordinator who will review them and, if there are no deficiencies, obtain the Contracting Officer's signature. Any deficiencies will be discussed with the Contract Manager and resolved prior to forwarding for signature. One copy of the Amendment and the RONS will be returned to the Contract Manager. Other documents will be retained in the "official" contract records maintained by the Professional Services Coordinator.

CONTRACT

- _____ 1. TWO COMPLETE COPIES OF Amendment, Form 25A291 plus any Attachments (e.g., Appendix C, Exhibits C-1 & C-2; Appendix E if new subcontractors are added.)
- _____ 2. Record of Negotiation and Selection (RONS) for the Amendment (i.e., *not* the RONS for the original PSA).
- _____ 3. Any proposals or correspondence concerning the Amendment services or price.
- _____ 4. If Amendment is a Supplemental Agreement ** or if some procurement requirements were not strictly followed, an approved Waiver Request for Procurement, Form 25D026, is required.
- _____ 5. Other applicable concurrences/approvals. (If FAA funded, a FAA reasonableness of cost determination is required for all PSA amendments.)

DISTRIBUTION BY PROFESSIONAL SERVICES SECTION (after signatures obtained)

- _____ 6. Provide a copy of the RONS and the 2-page Amendment Form (without any attachments) directly to the DOT&PF Civil Rights Office.
- _____ 7. Enter effective date of the Amendment, any change to dollar amount, Period of Performance and check reason(s) for amendment into the PSA Manager.

DISTRIBUTION BY CONTRACT MANAGER (after signatures obtained)

- _____ 8. Provide a copy of the Amendment Form (w/o any attachments) to your finance office with a request to encumber any additional funding required.
- _____ 9. One copy of entire Amendment with original signatures to the Contractor.

**** A "Supplemental Agreement" refers to those Amendments which would include other projects or tasks that are not logical and legitimate consequences of the original Agreement or are of such magnitude that they substantially change the originally stated objectives of the Agreement.**

COMPETITIVE SEALED PROPOSALS DOCUMENTS CHECKLIST

PSA No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

AFTER THE CONTRACTOR HAS SIGNED THE AGREEMENT and it is ready for the Contracting Officer's signature, enter the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "✓" for each item attached or mark "X" over item numbers that are not applicable.

Provide all of the documents to your Professional Services Coordinator who will review them and, if there are no deficiencies, obtain the Contracting Officer's signature. Any deficiencies will be discussed with the Contract Manager and resolved prior to forwarding for signature. One copy of the Contract and a photocopy of the first (signature) page of the RONS will be returned to the Contract Manager. Other documents will be retained in the "official" contract records maintained by your Professional Services Coordinator.

CONTRACT (Two complete copies)

- _____ 1. Basic Agreement, Form 25A261 with original (not photocopied) Contractor signature(s).
- _____ 2. Appendix A - General Conditions, Form 25A262.
- _____ 3. Appendix B - Statement of Services plus any Exhibits.
- _____ 4. Appendix C - Basis of Compensation, Form 25A280 plus Exhibits.
- _____ 5. Appendix D - Indemnification and Insurance, Form 25A269 plus Certificates.
- _____ 6. Appendix E - Certification of Compliance.

SELECTION AND NEGOTIATION

- _____ 7. Record of Negotiation and Selection (RONS).
- _____ 8. Authority to Seek Professional Services (ASPS).
- _____ 9. Instructions given to Evaluators.
- _____ 10. Evaluation Committee Report.
- _____ 11. Score Sheets.

ENTER NUMBER OF PROPOSALS RECEIVED: IN-STATE _____ OUT-OF-STATE _____ TOTAL _____

- _____ 12. Successful Technical Proposal (To comply with AS 36.30.510(2), keep a copy of all proposals in your project files, or have them microfilmed and give the film to the Professional Services Coordinator for record keeping).
- _____ 13. Successful Price Proposal (Ditto comment for item 12, above).
- _____ 14. Copy of Advertisements. (Online Public Notice, Department Website notices, etc.)
- _____ 15. Copy of complete RFP Package, Form 25A270, as issued to all respondents and FAA (if applicable).
- _____ 16. Register of Contractors receiving RFP and register of all proposals received (2 AAC 12.240).
- _____ 17. Notice of Intent to Negotiate as issued to all respondents [***signed by Regional or Systems Director, or signed by Contracting Officer and cc'd to Regional Director***].
- _____ 18. *DBE Commitment Form with backup. (if applicable)*
- _____ 19. Notice of Intent to Award.
- _____ 20. Any correspondence, etc., regarding protests or appeals.

WAIVERS / CONCURRENCES / APPROVALS

- _____ 21. If applicable, approved Waiver Request for Procurement, Form 25D026.
- _____ 22. Any other concurrences/approvals. (If FAA-funded, a Sponsor Certification of Consultant Selection and a FAA reasonableness of cost determination are required.)

DISTRIBUTION BY PROFESSIONAL SERVICES SECTION (after signatures obtained)

- _____ 23. Provide a copy of the RONS, the 2-page Basic Agreement (Form 25A261) and *DBE Commitment Form* (if applicable) for all contracts directly to the DOT&PF Civil Rights Office.
- _____ 24. Update the RFP Data Manager to reflect contract award and date.
- _____ 25. Complete data entry in all fields in the PSA Manager database.

DISTRIBUTION BY CONTRACT MANAGER (after signatures obtained)

- _____ 26. One copy of entire Agreement with original signatures to the Contractor.
- _____ 27. If FAA funded, provide a copy of the Basic Agreement Form (w/o appendices) to your local FAA office.
- _____ 28. Provide a copy of the Basic Agreement Form to your finance office with a request to encumber the funding required.

EMERGENCY PROCUREMENT DOCUMENTS CHECKLIST

PSA No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

Within 15 days of awarding the Contract, enter the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "✓" for each item attached or mark "X" over item numbers that are not applicable.

Provide the package to your Professional Services Coordinator. Documents will be retained in accordance with your organization's procedures for official contract records.

CONTRACT (Two complete copies)

- _____ 1. Letter of Agreement or, if used, the following contract documents:
- _____ 2. Basic Agreement, Form 25A261 with original (not photocopied) Contractor signature(s).
- _____ 3. Appendix A - General Conditions, Form 25A262.
- _____ 4. Appendix B - Statement of Services plus any Exhibits.
- _____ 5. Appendix C - Basis of Compensation, Form 25A280 plus Exhibits.
- _____ 6. Appendix D - Indemnification and Insurance, Form 25A269 plus Certificates.
- _____ 7. Appendix E - Certification of Compliance.

SELECTION AND NEGOTIATION

- _____ 8. Any Technical or Price Proposals from, or pertinent correspondence between, the Contractor and your organization regarding the emergency contract.
- _____ 9. Any correspondence, etc., regarding protests or appeals.

ENTER NUMBER OF PROPOSALS RECEIVED: IN-STATE: _____ OUT-OF-STATE: _____ TOTAL: _____

WAIVERS / CONCURRENCES / APPROVALS

- _____ 10. Waiver Request for Procurement, Form 25D026, with fully completed Parts 1 through 4 and 6 and complete backup information.
- _____ 11. Other applicable concurrences/approvals. (If FAA funded, a Sponsor Certification of Consultant Selection and a FAA reasonableness of cost determination are required.)

DISTRIBUTION BY PROFESSIONAL SERVICES SECTION (after signatures obtained)

- _____ 12. Provide a copy of the RONS and the 2-page Basic Agreement (Form 25A261) for all contracts directly to the DOT&PF Civil Rights Office.
- _____ 13. Enter the effective date of the agreement, dollar amount, Period of Performance change and any other reason(s) for amendment into the PSA database.

DISTRIBUTION BY CONTRACT MANAGER

- _____ 14. One copy of entire Agreement with original signatures to the Contractor.
- _____ 15. ***Contract Manager must complete Part 6, Record of Procurement, on the approved Waiver form and submit a copy through his/her Professional Services Coordinator to the Chief Contracts Officer within 15 days of executing the contract. When multiple contracts are awarded under an Emergency Procurement, information pertaining to all the contracts shall be attached to the form in the format shown in Part 6.***
- _____ 16. If FAA funded, provide a copy of the Basic Agreement Form (w/o appendices) to your local FAA office.
- _____ 17. Provide a copy of the Basic Agreement Form to your finance office with a request to encumber the funding required.

PSA CLOSE-OUT CHECKLIST

PSA No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

Per Chapter 17 of PSA Manual, within 90 days after final acceptance of all services under a Professional Services Agreement, print the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "√" for each item attached or mark "X" over item numbers that are not applicable.

Provide all of the documents to the Professional Services Coordinator. Documents will be retained in the "official" contract records maintained by the Professional Services Coordinator.

- _____ 1. Release from Agreement, Form 25A284, executed by the Contractor.
- _____ 2. If no release provided, a Letter for Closeout of PSA.
- _____ 3. Final Performance Evaluation, Form 25A283, and any rebuttals. This evaluation is **required**.
- _____ 4. Provide a copy directly to the DOT&PF Civil Rights Office.
- _____ 5. Enter effective date of closeout into the PSA Database.
- _____ 6. Distribute Release from Agreement or Letter of Closeout to Project Manager.
- _____ 7. Pull File from Active Status and file in Closed Status according to date closed.

NOTE: CLOSEOUT CHECKLIST NOT REQUIRED FOR PSA ≤ \$10,000. Professional services valued at less than \$10,000 do not require a written Professional Services Agreement; however, you may choose to follow this closeout procedure.

LIMITED COMPETITION OR SINGLE SOURCE DOCUMENTS CHECKLIST

PSA No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

 LIMITED COMPETITION

 SINGLE SOURCE

(<< Check One)

AFTER THE CONTRACTOR HAS SIGNED THE AGREEMENT and it is ready for the Contracting Officer's signature, enter the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "✓" for each item attached or mark "X" over item numbers that are not applicable.

Provide all of the documents to your Professional Services Coordinator who will review them and, if there are no deficiencies, obtain the Contracting Officer's signature. Any deficiencies will be discussed with the Contract Manager and resolved prior to forwarding for signature. One copy of the Contract and a photocopy of the first (signature) page of the RONS will be returned to the Contract Manager. Other documents will be retained in the "official" contract records maintained by your Professional Services Coordinator.

CONTRACT (Two complete copies)

- 1. Basic Agreement, Form 25A261 with original (not photocopied) Contractor signature(s).
- 2. Appendix A - General Conditions, Form 25A262.
- 3. Appendix B - Statement of Services plus any Exhibits.
- 4. Appendix C - Basis of Compensation, Form 25A280 plus Exhibits.
- 5. Appendix D - Indemnification and Insurance, Form 25A269 plus Certificates.
- 6. Appendix E - Certification of Compliance.

SELECTION AND NEGOTIATION

- 7. Record of Negotiation and Selection (RONS).

ENTER NUMBER OF PROPOSALS RECEIVED: IN-STATE OUT-OF-STATE TOTAL

- 8. Successful Technical Proposal (To comply with AS 36.30.510(2), keep a copy of all proposals in your project files - or have them microfilmed and give the film to the Professional Services Coordinator for record keeping).
- 9. Successful Price Proposal (Ditto comment for item 8, above).
- 10. Any correspondence, etc., regarding protests or appeals.

WAIVERS / CONCURRENCES / APPROVALS

- 11. If applicable, approved Waiver Request for Procurement, Form 25D026.
- 12. Any other concurrences/approvals. (FAA approval is required for all Single Source and Limited Competition procurements >\$10,000. In addition, a FAA reasonableness of cost determination is required.)

DISTRIBUTION BY PROFESSIONAL SERVICES SECTION (after signatures obtained)

- 13. Provide a copy of the RONS and the 2-page Basic Agreement (Form 25A261) for all contracts directly to the DOT&PF Civil Rights Office.
- 14. Enter the effective date of the agreement, dollar amount, Period of Performance and other pertinent information into the PSA database.

DISTRIBUTION BY CONTRACT MANAGER (after signatures obtained)

- 15. One copy of entire Agreement with original signatures to the Contractor.
- 16. If FAA funded, provide a copy of the Basic Agreement Form (w/o appendices) to your local FAA office.
- 17. Provide a copy of the Basic Agreement Form to your finance office with a request to encumber the funding required.

TERM AGREEMENT NTP DOCUMENTS CHECKLIST

PSA No:
NTP No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

When ready for Contracting Officer's signature, enter the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "√" for each item attached or mark "X" over item numbers that are not applicable.

Provide the package to your Professional Services Coordinator who will review it and, if there are no deficiencies, obtain the Contracting Officer's signature. Any deficiencies will be discussed with the Term Agreement Contract Manager and resolved prior to forwarding to the Contracting Officer. The NTP, RONS and other documents will be returned to the Term Agreement Contract Manager for coordination with the using Project Manager and administration in accordance with Chapter 6 of the PSA Handbook. The Term Agreement Contract Manager is responsible for maintaining the organization's official contract records until the Agreement is ended; after which the files will be handled in accordance with the organization's file retention policies.

NTP

- _____ 1. NTP / Invoice Form.
- _____ 2. Any attachments to the NTP.

SELECTION AND NEGOTIATION

- _____ 3. Record of Negotiation and Selection (RONS).
- _____ 4. If written RFP (in lieu of oral solicitation) used, copy of RFP Letter.
- _____ 5. All Technical Proposals received.
- _____ 6. All Price Proposals received.
- _____ 7. Any correspondence, etc., regarding negotiations, protests or appeals.

WAIVERS / CONCURRENCES / APPROVALS

- _____ 8. If applicable, approved Waiver, Form 25D026.
- _____ 9. Applicable concurrences / approvals.

DISTRIBUTION BY PROJECT MANAGER (after signatures obtained)

- _____ 10. One copy of entire NTP with original signatures to the Contractor.
- _____ 11. Provide a copy of the NTP Form to your Finance office with a request to encumber the funding required.

SMALL PROCUREMENT DOCUMENTS CHECKLIST

PSA No:
IRIS Program No:

Project Title:

Contractor:

Prepared by:

Phone #:

AFTER THE CONTRACT AWARD (RFP&PSA file: "spdocs-c") HAS BEEN PREPARED and it is ready for the Contracting Officer's (or written designee's) signature, enter the above information and assemble documents in the order listed below with this checklist on top. Enter a check mark "√" for each item attached or mark "X" over item numbers that are not applicable.

Provide all of the documents to your Professional Services Coordinator who will review them and, if there are no deficiencies, obtain the Contracting Officer's signature. Any deficiencies will be discussed with the Contract Manager and resolved prior to forwarding for signature. The Coordinator will then obtain the Contractor's acknowledgment and signature on a copy of the Contract Award.

The Coordinator will provide a copy of the final Contract Award with all signatures to the Agency's Contract Manager for project files and keep all the other documents for the "official" procurement records required by statute and regulations.

CONTRACT (One complete copy)

- _____ 1. Contract Award (completed copy of the RFP&PSA file: "spdocs-c").
- _____ 2. Final correspondence that defines the negotiated services, schedule and price (attachment to the Contract Award).

SELECTION AND NEGOTIATION

- _____ 3. Public Notice (Copies of Internet screen print).
- _____ 4. Completed copies of the RFP and Proposal Form (RFP&PSA files: "spdocs-a" and "spdocs-b") as issued.
- _____ 5. Copies of all responses received (copies of RFP&PSA file: "spdocs-b" and the attached letter proposals).
- _____ 6. Record of Negotiation (completed RFP&PSA file: "rons") **OR**
 - * a written summary of all proposals, and
 - * a written justification for the award.

ENTER NUMBER OF PROPOSALS RECEIVED: IN-STATE _____ OUT-OF-STATE _____ TOTAL _____

- _____ 7. Any correspondence, etc., regarding protests or appeals.

WAIVERS / CONCURRENCES / APPROVALS

- _____ 8. If applicable, approved Waiver Request for Procurement, Form 25D026.
- _____ 9. Any other concurrences/approvals. (If FAA funded, a Sponsor Certification of Consultant Selection and a FAA reasonableness of cost determination are required.)

DISTRIBUTION BY PROFESSIONAL SERVICES SECTION (after signatures obtained)

- _____ 10. Provide a copy of the RONS and the 1-page Contract Award form (file: "spdocs-c") for all contracts regardless of funding source(s), directly to the DOT&PF Civil Rights Office.
- _____ 11. Update the RFP Manager to reflect contract award and date.
- _____ 12. Enter the effective date of the Agreement, dollar amount and Period of Performance into the PSA and MS Access databases.

DISTRIBUTION BY CONTRACT MANAGER (after signatures obtained)

- _____ 13. Provide the entire Agreement with original signatures to the Contractor.
- _____ 14. If FAA funded, provide a copy of the 1-page Contract Award form (file: "spdocs-c") to your local FAA office.
- _____ 15. Provide a copy of the one page Contract Award Form (file: "spdocs-c") to your finance office with a request to encumber the funding required.

MEMORANDUM

State of Alaska

Department of Transportation and Public Facilities

TO: Project Control
Attention:

DATE:

TELEPHONE NO:

FROM:

SUBJECT: [Project Name]
IRIS Program No:

Encumbrance Request

Please encumber amounts listed below for the attached documents ** and provide me with an IRIS Screen Print as evidence of the Encumbrance(s).

Document

Expiration Date

Contractor

Federal Tax ID No.....

Project Title.....

IRIS Funding Codes:

<u>TEMPLATE</u>	<u>OBJECT</u>	<u>ACTIVITY</u>	<u>PHASE</u>	<u>AMOUNT (\$)</u>
-----------------	---------------	-----------------	--------------	--------------------

TOTAL (must agree with attached documents) _____

**** Only the first two pages of any Agreement, Amendment or Term Agreement NTP, need be attached to this request.**

PRICE PER TASK SUMMARY

FIRM: 0				PROJECT TITLE: 0				DATE: 1/0/1900	
<div>TOTAL NEGOTIATED FIXED FEE:</div>									
GROUP	TASK	LABOR (or FP)	INDIRECT COST	EXPENSES	TOTAL COST	FEE DISTRIBUTION	FIRM'S TOTAL PRICE	*SUB- CONTRACTS	PRICE PLUS SUBS
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
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0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
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0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
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0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
0	0	\$0	\$0	\$0	\$0	#DIV/0!	#DIV/0!	\$0	#DIV/0!
*Subcontractors for negotiated professional or technical services, products, etc. (Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimate as expenses.)									
ESTIMATED TOTALS		LABOR (or FP)	INDIRECT COST	EXPENSES	TOTAL COST	FEE	FIRM'S TOTAL PRICE	*SUB- CONTRACTS	PRICE PLUS SUBS
FOR FIRM:		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



MEMORANDUM

State of Alaska

Department of Transportation and Public Facilities

TO: Evaluation Committee

DATE:

1. Chairperson:

2.

3.

4.

TELEPHONE

NO:

FROM:

SUBJECT: Evaluation of Proposals
Rating & Scoring Instructions
[Project Name]
RFP No:

Attached are copies of: 1) Evaluator Rating Sheet, 2) Evaluator Instructions, 3) the RFP Package as issued plus addenda; and, 4) the proposals received from each of the following Offerors:

*
*
*
*
*

Preview each proposal to gain an overview of what they all contain. If there appears to be a potential conflict of interest in performing the evaluation duties, immediately bring this to the attention of the Committee Chairperson. Evaluators are reminded that the identity of the Evaluation Committee is confidential; additionally, Committee members are instructed not to discuss or divulge the contents of the submitted proposals with anyone prior to the committee meeting, all information related to the Evaluation Committee's activities shall be kept confidential until after the Intent to Award is issued.

Please closely review the instructions, *especially note the requirements for ratings of "5"*. Please call me at or email me at with any questions you may have.

Voting Evaluators

For each criteria, decide which of the proposals has the best response and award that proposal with a score of "5" for that criteria. The other proposals should be rated a "4", "3", "2", and "1", respectively. (*Modify to coincide with number of proposals then delete this note.*) You do have the ability to use a lower rating than explained herein, but be prepared to discuss at the meeting.



Non-Voting Evaluators

You may either participate by completing an Evaluator Rating Sheet as well, or provide me with a narrative of your comments in advance of the meeting – whichever works best for you. In addition, your participation in the evaluation meeting will be a forum where you can make your opinions known to the voting members of the committee.

Hand deliver, email or FAX (#) or deliver a copy of your completed Evaluation Rating Sheet to me *before* . A committee meeting to discuss your evaluations is scheduled for at .

Project Title & IRIS Program Number(s):

RFP No:

Evaluator's Name / Phone #:

Evaluator's Signature / Date:

OFFERORS >>>

EVALUATOR RATING SHEET

CRITERIA	WGT	Evaluators must independently Rate Criterion #1-9: "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive									
1. Objectives & Services											
2. Methods											
3. Management											
4. Proposed Project Staff											
5. Workload & Resources											
6. Past Performance											
7. Quality of Proposal											
8.											
9.											

The Evaluation Committee Chairperson will rate and score Criterion #10, #11, #12, and #13 as explained within the criteria descriptions in Part C of the RFP Package. The Committee may review and discuss these scores.

10. DBE		<p>These criteria are not rated by each Evaluator. They are scored as explained within the criteria descriptions.</p>
11. AK Preference		
12. Billing Rates		
13. Price		



MEMORANDUM

State of Alaska

Department of Transportation and Public Facilities

TO: Project File

DATE:

FILE NO:

TELEPHONE NO:

FROM:

SUBJECT: Evaluation Committee Report

proposals were received for the subject project on or before the proposal due date of .

Staff from the Professional Services Section opened the proposals, and checked them for compliance, and prepared evaluation packages, in accordance with the Proposals Evaluation Instructions from the PSA Manual. Copies of each Proposal, the Evaluator Instructions, Evaluators Rating Sheet, and the RFP Package as issued, with addenda, were then distributed to the Evaluators.

Evaluation Committee Members were:

Chairperson:

Evaluator:

Evaluator:

Evaluator:

After Evaluators submitted their ratings to me, I prepared the Committee Score Sheets in accordance with the Proposals Evaluation Instructions. The Committee then met to discuss the proposals and their evaluation. Copies of the completed Offerors' Score Sheets were distributed to Evaluators for their review.

Discussion of proposals focused on the following issues:

OR

See the notes made with the Committee Score Sheets (attached). These notes illustrate which topics were discussed at the meeting and summarize comments made by the evaluators in substantiating their scores. Revised ratings are annotated on the score sheets.

The top scoring Offeror was:



The final Scores for each Offeror are as follows:

OFFEROR

SCORE

Attachments:

Evaluation Instructions for Chairperson (file "ins-char")

Memo to Evaluators (file "evl-memo")

Evaluation Instructions (file "ins-comm")

Evaluator Rating Sheets (file "evl-rate")

Committee Score Sheets (file "evl-scor")

(if applicable) Calculation of Price Proposal Scores

COMMITTEE SCORE SHEET

Before Committee Meeting, prepare this form by entering: Project Title, Evaluators' Names, and Weights; then photocopy it - one copy for each Offeror; then enter Offeror's names on photocopy and circle the Ratings assigned by each Evaluator on their Evaluators' Rating Sheet. You will total Ratings, Criterion Scores and Total Score after Committee deliberations and any changes Evaluators may make to their ratings. Next, photocopy a set of these prepared forms for each Evaluator plus a file copy set. It is also suggested that before the meeting, you use a high lighter pen to mark: 1) ratings of "0"; 2) arithmetic differences of two or more where ratings are not numerically successive (e.g., 2-3-4 or 1-2-3); and 3) any other obvious inconsistencies in ratings. This action will flag such ratings for discussion by Evaluators. During the Committee Meeting, annotate any rating changes by an "X" thru original rating and circle revised rating; and "for the record", write below any Evaluators' **significant** comments about ratings and/or changes. Calculate - or recalculate - scores before Committee disburses.

OFFEROR:								
PROJECT TITLE:								
Criterion	Evaluator's Last Name and Ratings (Circled)					Total Rating	Weight	Criterion Score (Product)
1. Objectives & Services	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
2. Methods	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
3. Management	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
4. Proposed Project Staff	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
5. Workload & Resources	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
6. Past Performance	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
7. Quality of Proposal	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
8.	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
9.	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5	0 1 2 3 4 5			
10. DBE	(0, 1, 3, or 5) X (Number of Evaluators) =							
11. AK Offeror	Score as explained in Criterion 11 of Part C in the RFP Package							
12. Rates	Score as explained in Criterion 12 of Part C in the RFP Package							
13. Price	Score as explained in Criterion 13 of Part C in the RFP Package							
Evaluators' comments regarding final ratings and scores:						Total Score: (Sum of Products)		

DOT&PF FEE WORKSHEET

Confidential when completed by Agency personnel - Not for public disclosure until after contract award.

Prior to using this Worksheet, an Independent Cost Estimate or the Contractor's Price Proposal must be done to establish the amounts for Direct Cost of Direct Labor, Subcontracts, and Special Expenses to be used.

Project Title: _____

Contractor or Subcontractor: _____

Prepared by & Date: _____

FEE FOR DIRECT COST OF DIRECT LABOR (DCDL)

ESTIMATED DIRECT COST OF DIRECT LABOR

BASE LEVEL

7.0%

CONSIDERATIONS

SCHEDULE (2% Maximum)

Typical Delivery = 0.0%
Aggressive Delivery = 1.0%
Very Aggressive Delivery = 2.0%

0%

SIZE (2% Maximum)

Less than \$250,000 = 2.0%
\$250,000 - \$1,000,000 = 1.0%
More than \$1,000,000 = 0.0%

0%

DURATION (2% Maximum)

Less than 1 year = 0.0%
1 to 2 years = 1.0%
More than 2 years = 2.0%

0%

COMPLEXITY (2% Maximum)

Low = 0.0%
Low to Mid = 0.5%
Mid = 1.0%
Mid to High = 1.5%
High = 2.0%

0.0%

OTHER / SPECIAL (+/- 2% Maximum)*

0.00%

DCDL - TOTAL FIXED FEE (Maximum 15%)

7.00%

\$0

FEE FOR INDIRECT COST (IDC) based on the Direct Labor Amount ¹

15%

\$0

FEE FOR SUBCONTRACTS (Maximum 5%)

2.00%

\$0

TOTAL NEGOTIATED FEE

\$0

TOTAL FEE NEGOTIATION OBJECTIVE BASED ON

METHOD OF PAYMENT

* Explanation

¹ - The Fee for Indirect Cost is calculated using 15% of the estimated Direct Labor amount - NOT OF THE INDIRECT COST AMOUNT. This percentage is fixed for all contracts.

ENGINEERING CONSULTANT CONTRACTS

DEFINITIONS FOR FIXED FEE CALCULATION

These definitions are intended to be used as a tool by DOT&PF negotiators in determining the appropriate fixed fee (profit) for a given consultant contract. The following information should be considered guidelines and examples to help ensure consistent profit on similar consultant contracts. Each DOT&PF region is responsible for ensuring this consistency for the projects being managed within their region. The final fixed fee amount shall be project specific and determined through negotiations with the consultant.

SCHEDULE:

Typical Delivery – These projects have typical completion schedules and it should not be difficult to achieve the milestones for the project deliverables. No external factors are driving the schedule. These projects do not typically require supplemental staff in order to meet project milestones. Very little, if any, overtime is necessary to meet deadlines and no extraordinary scheduling of personnel is anticipated.

Aggressive Delivery – These projects are schedule driven to fixed dates that are hard to achieve based on the technical requirements of the project. Special circumstances or external factors may be driving the schedule. It is common that some overtime or supplemental staff will be required to provide the necessary capacity to meet project milestones.

Very Aggressive Delivery – These projects are schedule driven to fixed dates that are very difficult to achieve based on the technical requirements of the project. Extreme circumstances, such as large-scale emergencies or other risks, may be driving an early project completion. It is common that substantial overtime and supplemental staff will be required to provide the additional capacity needed to meet the schedule.

SIZE: Total Negotiated Cost of Consultant Contract (not including the fixed fee)

DURATION: Total Length of Project Schedule (not including construction support services)

COMPLEXITY:

Low – This category represents the least difficult and least complex projects. Typical examples include: preservation (mill/fill or overlay) projects, surveying, and guardrail replacement or upgrades. Traffic control is generally standard or will require little engineering. The projects are entry level in their complexity and minimal staff supervision is necessary.

Low to Mid – This category represents less difficult and lower complexity projects. Typical examples include: minor bridge projects, feasibility studies, scoping and pre-design not requiring stamped plans, research projects, safety projects, signal projects, small urban preservation projects, materials testing, and construction administration for these types of projects. Traffic control and phasing is generally straightforward. General staff or entry-level staff can perform most of the work with senior-level staff supervision only.

Mid – This category represents standard project difficulty and complexity. Typical examples include: standard bridges, rural capacity improvement/new construction projects, large/complex urban preservation projects, Environmental Assessments, projects requiring coordination with project stakeholders, and construction administration for these types of projects. Detailed traffic control and phasing may be required. Some R/W may be required. General staff with senior-level staff oversight is common.

COMPLEXITY (cont.):

Mid to High – This category represents difficult or complex projects. Typical examples include: complex bridges, complex urban capacity improvement/new construction projects, Environmental Impact Statements, projects requiring complex public involvement and significant stakeholder coordination, projects that may require innovative solutions to difficult technical issues, and construction administration for these types of projects. Complex traffic control and phasing is common. Significant R/W is typically required. Several subconsultants may be necessary to handle multiple technical specialty areas.

High – This category represents the most difficult and complex projects. Typical examples include: interchanges, project designs of a highly complex and/or technical nature, very complex major bridges, projects likely to require cutting-edge or highly-innovative solutions involving multiple disciplines, projects involving multiple modes of transportation, high-profile, controversial, and politically sensitive projects, and construction administration of these types of projects.

OTHER / SPECIAL:

The intent of this category is to give the DOT&PF negotiator additional flexibility in determining the total fixed fee that is appropriate for their specific project. Although the categories defined above may be sufficient to calculate the total fixed fee for most projects, some projects may require an adjustment to account for additional or special considerations. The DOT&PF negotiator may add or subtract up to a maximum of 2% under this category before determining the final fixed fee amount. The reasons for the adjustment shall be documented in the “Explanation” area of the fixed fee calculation worksheet.

Although the considerations and categories defined above include many of the normal risks associated with each type of project, the following special considerations and potential risks should also be reviewed to determine if a fixed fee adjustment is justified:

- Contract type: lump sum contracts are generally higher risk than other contract types (the fixed fee calculation worksheet was developed for cost plus fixed fee contracts)
- Subconsultants: more or less subconsultants than what are typically used for this type of project may warrant an adjustment; a significant increase in subconsultants generally increases the risk to the prime which may justify additional fixed fee
- Non-typical complexity factors present: if a project generally falls within a certain level of complexity, but includes several complexity factors from another level, an adjustment in fixed fee may be justified
- Other factors that may warrant fixed fee adjustment: incorporating DOT&PF (or work by others) into consultant contract; level of DOT&PF assistance required; experience of DOT&PF project manager; design constraints outside of consultant's control (e.g., pre-determined tight R/W requiring design exceptions); and level of unknowns and uncertainties.

These are only examples of what may justify an increase or decrease in the fixed fee amount and individual judgement must be exercised.

EVALUATION INSTRUCTIONS FOR CHAIRPERSON

CHAIRPERSON

1. Open submittals after submittal deadline date and time.
2. If Price Proposals were required, separate those from each submittal, making sure that Proposals from Offeror and any Subcontractors are kept together. Do not examine Price Proposals in any way at this time. Put Price Proposals aside.
3. Review PART D as submitted by each Offeror to ensure that they are properly completed. An Alaska Business License is not required at time of opening unless the Offeror is qualifying for the Alaska Offerors' Preference under AS 36.30.321. If Alaska Offerors' Preferences apply, verify the Alaska Business License. The Certifications must be signed and dated. If PART D is not signed, you may treat the discrepancy as a "Minor Informality" and request a signed copy from the Offeror. Any other omissions should be evaluated according to the discussion on "Minor Informalities" appearing within the RFP Package, PART A - RFP, Notices, item #4. If any contractor duplicated PART D - Proposal Form, in lieu of using the copy provided with the RFP Package, look for the certification (required by PART B - Submittal Checklist, item 10.6) that it is an exact replica. If the certification is not included, request and obtain it from the Contractor.
4. Count the number of pages of criteria responses each Offeror attached to PART D - Proposal Form. Reference PART B - Submittal Checklist, item 8, if Submittals are not on 8-1/2" x 11" paper or exceed the maximum page limit, consider if the **same exact text** could be reformatted to meet those requirements. If so, you may consider the non-conformance a "minor informality." The purpose of such restrictions is to limit the bulk of proposals while providing all Offerors an equal opportunity to present their proposals. If it is obvious that reformatting would meet the requirements - such as counting an oversize page; e.g., 17" x 11", as two pages, then a short note about this action in the Committee Evaluation Report would be sufficient to document it. However, if the page limitation issue cannot be waived based on "same exact text" evaluation above, then the proposal must be rejected as non-responsive.
5. **After** disqualifying proposals that exceed the page limit, etc., remove and discard any brochures, cover sheets, transmittal letters, and other non-project specific materials not required by the RFP from the remaining proposals (see PART B - Submittal Checklist, items 4 and 10.1).
6. Assemble a set of all the technical proposals (PART D plus attached criteria responses) for each Evaluator.

7. Prepare rating and score sheets as follows (hand written entries may be preferable as they stand out on the printed form):

7.1. On the Evaluator's Rating Sheet (file: "evl-rate"), enter Project Title, Offeror's names and the criteria weights. Photocopy one for each Evaluator. Enter Evaluator's names on their photocopies.

7.2. On a Committee Score Sheet (file: "evl-scor"), enter Project Title, Evaluator's last names and the criteria weights. Photocopy one for each Offeror that submitted a proposal. Enter Offeror's name on a photocopy for each Offeror.

8. Provide each Evaluator with a copy of: (1) the "Memo to Evaluators" and "Evaluation Instructions for Committee" (files "evl-memo" and "ins-comm"); (2) an Evaluator Rating Sheet (file "evl-rate"); (3) the RFP Package as issued plus any addenda; and (4) each proposal. Also schedule the Evaluation Committee meeting and request that Rating Sheets be completed and turned into the chairperson at least one day prior to the meeting. Note: If an appointed Evaluator is not available to serve, propose a replacement in a memo and obtain Contracting Officer's written approval.

9. Consider conducting a pre-evaluation meeting with all Evaluators before distributing proposals.

The purpose would be to discuss the required services to ensure a common understanding of what the contract is about and to agree upon the key elements which must be addressed and other specific interests that Evaluators should look for in criteria responses.

EVALUATORS

10. See ***"Instructions for Evaluation Committee"*** (file "ins-comm").

CHAIRPERSON

11. Upon receipt of all Evaluator's Rating Sheets, transfer Evaluator's rating to the Committee Score Sheets. Review and be prepared to discuss any differences in Evaluators' ratings of the criterion at the Committee Meeting. Sum criterion ratings and multiply by assigned weight to obtain criterion scores.

12. Scan each Offeror's Committee Score Sheet. Does any Evaluator's ratings for an Offeror appear to be inconsistent with ratings given by other Evaluators? Make a note of any such occurrences for discussion at the committee meeting. Highlight any ratings which differ by two or more points (see explanation in item 17, below) for any criteria. These numerical differences may generate discussion during the committee meeting.

13. Highlight any ratings of "0". Such a rating means the response (not the entire proposal) is unacceptable. (The committee must unanimously agree with a "0")

rating; otherwise a rating of "1" is the lowest rating which may be assigned.)

14. If applicable, calculate scores for proposed DBE Utilization or Alaska Offeror Preference and enter on the Committee Score Sheet for each Offeror.

15. If obtained, open Rates Proposals and/or Price Proposals and calculate scores for each Offeror. Prepare a permanent record of the calculations. If a Rates or Price Proposal is not presented in a format similar to that in the RFP and which does not allow for a **direct comparison** to other Offerors' response price proposals, a criterion score of "0" will be assigned. Enter scores on the Committee Score Sheet for each Offeror.

16. Make a photocopy of each Offeror's Committee Score Sheet for each Evaluator.

COMMITTEE MEETING

17. All voting Evaluators must participate in the meeting. If an Evaluator identifies potential conflicts of interest, the Chairperson shall confer with the Professional Services Coordinator and the Contracting Officer to determine if the evaluator should be replaced. Distribute copies of the Committee Score Sheets to Evaluators at the meeting. Discuss proposals and any questioned responses. Also discuss ratings of "0" and arithmetic differences of two or more where ratings are not numerically successive e.g., 4, 1, 2 (3 evaluators) 4-2=2 or 2, 1, 2, 5 (4 evaluators) 5-2=3. Ratings such as 3, 2, 4 or 4, 3, 3, 5 do not require discussion. Except for "0" ratings - all which must be unanimous - committee discussion is not intended to obtain consensus ratings for the criteria. Evaluators may, however, reevaluate criteria responses and alter their ratings as a result of the discussions.

CHAIRPERSON

18. Make notes in the "comment" block of the Committee Score Sheet for each Offeror to record the key elements of committee discussions and explaining why Evaluators differed in their ratings. Annotate any revised ratings on each Offeror's Committee Score Sheet. Line through or "x" the original ratings and scores to provide a record of both original and revised ratings. Recalculate scores as appropriate.

COMMITTEE

19. Discuss Part C – Sections II and III. Review the scores – as applicable – calculated by the Chairperson for the DBE, Alaska Offeror Preferences and for any Rates or Price Proposals. Make any appropriate changes in accordance with the criteria descriptions. Sum scores for criterion in Sections I, II and III to obtain each Offeror's Total Score.

20. Evaluators may interrupt Committee deliberations to investigate and/or discuss Offeror's and proposed Subcontractor's prior work experience and performance including projects referenced in the proposal, factual knowledge, available written evaluations, etc. and may

contact listed references or other persons knowledgeable of Contractor's and/or the 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 significant issues pertinent to the proposed contract are discovered, the committee may: (1) Provide written recommendations for consideration during contract negotiations; (2) Recommend suspension of the Offeror from consideration for award of the contract if there is probable cause for debarment (reference AS 36.30.635); or (3) Conduct discussions in accordance with item 21 below.

21. The committee may decide to conduct discussions (or "interviews") with Offerors whose proposals are determined to be reasonably susceptible (likely) 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 and 2 AAC 12.290). If discussions (interviews) are to be held, you may want to contact your Professional Services Coordinator for assistance and guidance. The selected Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Discussion may be limited to specific sections of the Request for Proposals. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, it must be amended to incorporate the clarification or change. "Auction" techniques that reveal one Offeror's price to another or the disclosure of any information derived from competing proposals are prohibited. Any oral modification of a proposal shall be reduced to writing by the Offeror. Following discussions, the committee may set a date and time for the submission of Best and Final Offers (BAFOs). BAFOs may be submitted only once, unless the Contracting Officer determines in writing that it is in the Contracting Agency's best interest to repeat the process. In lieu of submitting a BAFO, an Offeror may choose to withdraw or let its last Offer stand.

22. If discussions with Offerors are conducted, the committee shall establish how they will be accomplished and documented. AS 36.30.060 requires that all responses to an RFP from the successful Contractor must become part of the public record. Evaluation and revised ratings after such discussions and any BAFOs must be based on the same criteria as in the RFP.

CAUTION: New criteria may not be introduced into the evaluation process. It is strongly recommended that you prepare "clean" Rating Sheets just for the Offerors to be interviewed. Following completion of all the interviews, Evaluators should re-rate and score only the interviewed Offerors based on their written proposals **plus** the interviews. If all Offerors are not interviewed, the ratings may be considerably different since the number of Offerors being compared will be less. The following factors should be considered by the Committee prior to interviews:

- Identify the criteria to be further evaluated – all or just selected criteria?
- Written notification, even if preceded by oral notification, to each Offeror selected for discussions.
- Provide each selected Offeror with the names of all other Offerors receiving further evaluation.
- Establish when and where each Offeror is to meet with the committee.
- Identify the number and job class of individuals representing the agency.
- Identify how much time will be allowed.
- Prepare list of agency questions.

The following outline might be used for presentations or interviews. (Determine if the occasion will be held in an informal style or as taped proceedings.)

- Introduce participants and explain their interest.
- Offeror's presentation.
- Offeror responds to questions.
- Ask if time commitments are accurate.
- Ask how the project fits into other work and address competing demands on Offeror's time.
- Ask about results of similar recent work.
- Ask about unsuccessful projects.

CHAIRPERSON

23. Following Committee evaluation of proposals and any discussions and/or BAFOs, the Committee Chairperson shall prepare an Evaluation Committee Report (2 AAC 12.380) which indicates how the evaluation criteria were applied to determine the ranking of Offerors. The Report should be prepared as soon as possible after completion of evaluation and while the committee deliberations are still fresh in memory. Evaluators Rating Sheets, Committee Score Sheets and, if applicable, the calculation(s) for scoring of the Price Criteria (originals preferred) shall be attached. The Report shall highlight any significant issues that were discussed. Contractors whose Submittals were disqualified shall also be identified and the reason clearly stated. If questions about the integrity of any proposal were raised by the Committee, these should be identified in the Report for discussion during negotiations.

24. The Evaluation Committee Report, rating/scoring forms, and any other pertinent evaluation materials shall be assembled and retained per the Competitive Sealed Proposals Documents Checklist (file "clst-csp").

25. Note: All proposals and related information must be held confidential until after the Notice of Intent to Award is issued (AS 36.30.230). Offerors requesting a debriefing shall not be allowed to review competitor's proposals – and thereby provide a possible negotiation advantage – until after a Notice of Intent to Award is completed. If a solicitation will be canceled, contact the DOT&PF Headquarters Chief Contracts Officer and discuss the disposition of Proposals.

EVALUATION INSTRUCTIONS FOR COMMITTEE

1. Do not wait until the last day before the Committee meeting to do your evaluations. Selection of the best Offeror is important to the Agency, the Offeror, and the credibility of the process. It demands your reasonable effort.

2. Review the RFP Package and any addenda. Before evaluating proposals, read pages 1, 2 and 3 of PART C (Section I, Technical Proposal). Note any revised or non-standard criteria that are weighted more than zero. Ensure you have an understanding of what responses must contain and any issues they must address.

3. There shall be no discussion of proposals among Evaluators prior to the Evaluation Committee Meeting. If questions arise during your evaluation, consult with your Professional Services Coordinator, who will resolve them and inform the other Evaluators of the issues as may be appropriate.

4. Do NOT contact any references until after the committee meeting to discuss proposals and then only if necessary regarding the top scored Offeror(s).

5. Preview each proposal to gain an overview of what they all contain. If there appears to be a potential conflict of interest in performing the evaluation duties, immediately bring this to the attention of the Committee Chairperson.

6. Copies of the offerors' proposals have been given to you as work copies. You are encouraged to mark comments on them or separate sheets regarding good or poor points of Offerors' responses. Remember to be professional in the language you use. No individual, formal statement of your evaluation will be required; however, such notes will remind you of the issues when the Committee discusses the proposals and also if you are called upon to discuss your evaluation with specific Offerors after the evaluation process is completed. These copies should be maintained by you until about a month following contract award – or resolution of any award protest – then they should be destroyed.

7. Read and evaluate all of the Offeror's responses to a single criterion; then proceed to another criterion until all are evaluated. Preferably you should rotate the order of Offerors when evaluating each criterion. Focus on what the text of each criterion description calls for, not just the title. **Evaluate each response only for its applicability to the specific criterion for which it is given.**

8. Base your ratings on what you read - not on any personal knowledge you may have concerning an Offeror. At this phase of the evaluation process, experience and other credentials described in proposals should be considered authentic. Any questions regarding the authenticity of statements in proposals, the relevance of referenced projects, how well they were accomplished, and your independent knowledge should be addressed when the committee meets to discuss the proposals.

9. EVALUATOR RATING SHEET

* **Do not factor, average, assign point values, rate, or score proposals in any manner different than that explained below (except as may be clearly described in the RFP Package).**

* Enter signature and date where indicated (plus other information if not already done).

* Rate your evaluation of each response to Criteria #1-9 and enter those ratings in the applicable blocks on the Evaluator Rating Sheet. Use the full range of ratings ("0" and "1 - 5") for each criterion which are scored by individual evaluators. Consider each criterion as if it were the only criterion for selection. **For each criterion, you shall rate only one Offeror's response "5" which means it is the best response** – even if all responses to the criterion are of lesser quality than expected. (Any inadequacies should be addressed during contract negotiations.) Other **Offeror's** responses should be rated (ranked) in descending order of 4, 3, 2, 1. If a criterion response clearly misses the intent or otherwise fails to address the criterion, it may be rated "0". Of course, identical ratings of less than "5" will occur when the number of Offerors exceed five.

Ratings are relative. Your responsibility is to distinguish among responses to each criterion. Thus if there are only five Offerors, all or several Offerors should generally not receive the same rating for a criterion, e.g., "3", even if it may be difficult to make such decisions.

10. Provide copies of your completed Rating Sheets to the Committee Chairperson prior to the Committee Meeting.

INSTRUCTIONS FOR USING EXCEL PRICE ESTIMATE & PSA APPENDIX C FORMS

The following EXCEL files are contained in the **rfp&psa.xls** directory. Users should print a review copy of these files to become familiar with the cost information and detail required for a Cost Reimbursement contract that exceeds \$250,000* before attempting to use the spreadsheets.

estimate.xls	Two spreadsheets are in this file:
[estimate.sum]	One Price per Task Summary sheet
[estimate.tsk]	Thirty Individual Task Estimate sheets
c2-4.xls	Three spreadsheets are in this file – all are for Cost Reimbursement contracts > \$250k:
[psa-c-2.est]	Exhibit C-2, CR Price Estimate
[psa-c-4.bil]	Exhibit C-4, CR Billing Detail Form
[psa-c-2.amd]	Exhibit C-2, CR Revised Compensation (Amendment)

* Although this package of spreadsheets and forms was developed to bring consistency to the contracting agency's method of estimating the cost of larger cost reimbursable professional services agreements, there is nothing to preclude the use of the "**estimate.xls**" file for lesser priced PSAs. The amount of \$250,000 in services has generally been the upper limit per Notice to Proceed. That is why it is suggested that users go to "Task Grouping" when the estimated price of a PSA exceeds that amount. On lesser-priced agreements, there would be less reason to consider the use of Task Grouping to consolidate billing and reduce the number of Notices to Proceed/Invoices issued and open at one time.

For anyone that does frequent PSAs, both greater and lesser than \$250,000 each, use of the spreadsheets in the above files (even the Contract Part C Exhibits) for all of them will give the users more facility in their use.

INSTRUCTIONS FOR USING EXCEL PRICE ESTIMATE FORMS

These instructions are prepared in WIN MS Word 7.0. You must switch to Excel software to use the Price Estimate Forms. Print these pages of instructions for reference while working with the Excel forms.

The Price Estimate Forms are for use by the Contracting Agency in preparing independent price estimates, by Contractors for submitting proposals, and by the Contracting Agency to prepare Appendix C (Compensation) for the final contract. Use your file management utility to create a project directory to store completed forms.

Prime Contractors shall ***ensure that a separate price estimate, prepared exactly as explained herein, is prepared for each participating firm*** (all 1st, 2nd, 3rd etc., tier subcontractors) that may provide negotiated professional or technical services, products, etc. (Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimates as expenses, and are not identified as subcontract costs.) Prime Contractors then enter the applicable subcontractor costs in their spreadsheet and attach the subcontractors' estimates for reference.

The file "estimate.xls" consists of the following spreadsheets:

* **"estimate.tsk":**

There are thirty (30) individual Task Estimate sheets (which allow from 1 to a maximum of 30 tasks, plus up to 20 sub-tasks per task) for estimating labor costs, indirect costs and expenses; and listing subcontract amounts. The sheet tab(s) for this form are named "TASK". If you have more than 20 subtasks, split the task to two or more Task Estimate sheets and use the same task number with a suffix (a, b, c, etc.).

* **"estimate.sum":**

One Price per Task Summary sheet (that may be modified for a Tasks Group Summary sheet for task groupings of 1 to a maximum of 6, identified as Task Group A, B, C, etc.). The sheet tab for this form is named "EST-SUM".

The following spreadsheets are located at the end of the "estimate.xls" file. However, they are also located in a separate file by themselves. This Excel file is "c2-4-amd.xls".

* form: "psa-c-2.est"

Exhibit C-2, Cost Reimbursement Price Estimate form to be included in PSAs generally exceeding \$250,000 that are NOT Fixed Price.

* form: "psa-c-4.bil"

Exhibit C-4, Cost Reimbursement Billing Detail Form to be included in PSAs generally exceeding \$250,000 that are NOT Fixed Price.

* form: "psa-c-2.amd"

Revised Exhibit C-2, Revised Compensation Cost Reimbursement Price Estimate for Amendments to PSAs generally exceeding \$250,000 that are NOT Fixed Price.

PART 1 - TASK ESTIMATING

1. Open the Excel file: "estimate.xls". Select "FILE" from the menu bar, then select "SAVE AS" and name your document under a project directory **before you try entering any data.**

2. Begin by opening Task Estimate sheet 1: position the cursor, using the left mouse button, and click on the "Sheet Tab" located at the bottom of the screen that corresponds with the Task 1.

3. After you open a Task Estimate sheet, do the following:

a) Enter the firm's name, project title, your name, and the date. This information (along with the firm's IDCR, which you enter later) is then automatically entered on all Tasks Estimate sheets in the current file. **This only works properly from Task Sheet 1.**

b) Enter Task Number (e.g., "B9.3") and a brief Task Description. Although not necessary, if you identify sub-tasks, enter sub-tasks numbers and brief descriptions. We suggest they be numbered using the alpha numeric paragraph number and sub-paragraph extension from the contract Statement of Services; e.g., "B9.3.2.5" for direct reference to the Statement of Services. Indicate your proposed Method of Payment (see the Note under paragraph "d" below) for the Task in the space provided. Generally, the Method of Payment should be the same for all services provided by one firm; otherwise, the cost accounting process becomes even more cumbersome. (An exception is when a design contractor also provides services during construction of the project, often at billing rates and expenses.)

c) Enter estimated labor hours for the task (and sub-tasks if used) by job classification. Add to, or replace the job classifications shown in the column headings, as appropriate. The Task total labor hours for each Job Classification will be calculated automatically.

Note:

In order to be able to see on screen both the job classification column headings and any row below the screen window, position the cursor anywhere on the first row below the headings row; i.e., Row 6, and click with the left mouse button. Next, select "Window" from the menu bar, and select "Split". Now, use the mouse on the scroll bar on the right

of the screen to move down to the row that you want to see and click to select. The intervening rows will be hidden and the row you click on will be positioned below the headings. Complete the entries and when finished, select "Window" again from the menu bar and select "Remove Split".

- d) Enter hourly labor rates (\$/hr) for each Job Classification. The total cost of direct labor for each Job Classification will be calculated automatically.

Notes:

If the Method of Payment for this Task is Cost Plus Fixed Fee (CPFF), then the hourly labor rates entered shall be Direct Labor Rates – the hourly rate paid to individuals as reflected in their paychecks – exclusive of a firm's Indirect Costs and Fee (profit).

If the Method of Payment for this Task is other than Cost Plus Fixed Fee (CPFF), then the hourly labor rates entered shall be Billing Rates (Direct Cost of Direct Labor + "Payroll" Benefits and Overhead + Fee).

- e) Scroll down to the Expenses box and position the cursor in the first cell (Column A, Row 32). Enter data as indicated for any expenses related to the task. The total price for each expense item will be calculated automatically.
- f) Collect price estimate forms for all Subcontractors. You will need Subcontractors' estimates to complete the Task Estimate sheets. Position the cursor in first cell – and then subsequent cells – under the Subcontractors heading and enter abbreviated names to identify Subcontractors. Then enter the Subcontract prices for each task, as applicable, from the Subcontractors Price Estimates. The total task price for all Subcontractors will be calculated automatically.
- g) Position the cursor anywhere in the "Comments" box (to the right of the Expenses box) and enter any appropriate comments about the estimate.
- h) The last item to complete is located in Column M, Row 38 -- position the cursor in that cell. ***If the Method of Payment is CPFF, then enter the firm's current, Contracting Agency approved, Indirect Cost Rate (IDCR) as a decimal; i.e., 1.5 for 150%, or a proposed rate if a Contracting Agency approved rate has not been established. If the Method of Payment is other than Cost Plus Fixed Fee, enter zero ("0.0").*** The IDCR will be automatically entered on all Tasks Estimate sheets in the current file. Also, the Total Amounts for Labor, Indirect Cost, Expenses, Total Cost and Total Subcontracts Prices will all be calculated automatically.

4. You may print this Task Estimate sheet now or wait until you have estimated all tasks.

5. Click on the next "Sheet Tab" (i.e., Task 2) and repeat steps (b) thru (h), above, for each Task identified in the contract Statement of Services. Print copies of each Task Estimate sheet. You may print many sheets at one time by positioning the cursor on the Sheet Tab at the bottom of the screen for the first Task Estimate sheet you want printed, hold down the "Ctrl" key and then click on each additional sheet desired. This method allows you to select only the sheets you used instead of the whole file. Once your selections have been made, select print from the menu bar. Task Estimate sheets will print landscape style on letter size paper.

PART 2 - TASKS SUMMARY

6. After all tasks have been estimated, open the Tasks Summary sheet. Position the cursor on the Sheet Tab called "est-sum" at the bottom of the screen and click with your left mouse button to open the sheet. If you do not see the "est-sum" tab, position the cursor on the inside arrow button pointing to the left, among the four arrows shown in the bottom left of the screen, and click until you see the tab "est-sum".

7. Position the cursor in Column G, Row 5, and:
- if the Method of Payment is CPFF, enter the total dollar amount (***not a percentage***) for the firm's fee (profit).
 - if the Method of Payment is NOT CPFF, enter \$0.00.
8. Print this form now. Tasks Summary sheet will print portrait style on letter size paper.
9. The Contractor shall provide printed copies and a 3.5 inch diskette containing a set of all the Task Estimate sheets plus a Tasks Summary sheet for the Prime Contractor and a set for each Subcontractor, to the Contracting Agency representative conducting price negotiation for the contract.

PART 3 - PSA APPENDIX C, BASIS OF COMPENSATION

(Part 3 is done by the Contracting Agency)

10. Appendix C consists of a basic document plus a selection of Exhibits dependent on the Method(s) of Payment negotiated for the Contractor and each Subcontractor.

- Exhibit C-1 Method(s) of Payment**
Exhibit C-2 NTP & Invoice Summary
OR
Exhibit C-2 Cost Reimbursement Price Estimate
Exhibit C-3 Cost Reimbursement NTP & Billing Summary
Exhibit C-4 Cost Reimbursement Billing Detail

11. Only the Exhibits C-2, Cost Reimbursement Price Estimate and, C-4 Cost Reimbursement Billing Detail, are Excel forms.

The other exhibits are MS Word 7.0. These instructions only address preparation of Excel forms. (See the file: "ins-psa" for further explanation of the complete Appendix C.)

12. If a Cost Reimbursement Method of Payment exceeding \$250,000 is selected, then Exhibits C-2, Cost Reimbursement Price Estimate, and C-4 Cost Reimbursement Billing Detail shall be prepared as follows:

Exhibit C-2 Cost Reimbursement Price Estimate

13. If you have not already done so, combine various tasks into not more than six groups of tasks (designated as Task Group A, B, C, etc.), each of which terminates with a significant, finite event or work product; e.g., "Design Study Report" or "Bid Opening". A secondary goal is to establish the groups in approximately equal dollar amounts. You can enter your designations in the "estimate.xls" spreadsheet on each Task Sheet in the box in the upper left titled "Group", or directly on the EST.SUM sheet.

Note:

The purpose of Task Groups is cost control and management of Cost Reimbursement contracts. This approach requires cost accounting by the Contractor only for each group of tasks, rather than each separate task. Cost Accounts set up by a Contractor are similar to the Phase Code accounts set up in IRIS.

14. Once the tasks have been grouped (A, B, C, etc.), check to see if they are in alphabetical order. If they are, skip *a* and proceed with *b*.

- a) Highlight Rows 7 through 38, Columns A through J, and select "DATA" from the menu bar. Next, select "SORT". A "sort box" will pop up providing choices for sorting. The "Sort By First" should read "GROUP". Choose "OK" and the machine will automatically sort the information in order by group.
- b) Highlight the rows and columns as listed above. Select "DATA" and "SUBTOTALS" from the menu bar. In the Subtotal menu, the "At Each Change in:" box should read "GROUP". The "Use Function" box should read "Sum". Within the "Add Subtotal to:" box, take the mouse and click on each small box to the left to make an "X" in each selection **except for** "Group" and "Task". Then click the "OK" button.
- c) Your computer will show the sub-totals per Group and provide you with a small set of boxes, numbered 1, 2, and 3, to the top left. You may click on each number to see the different ways you can view your information.
- d) *You may also want to re-format the sheet (bold the subtotals, delete unnecessary lines, adjust the columns, etc.) to make the sheet look nicer and*

easier to read. Print this form now. Tasks Summary sheet will print portrait style on letter size paper.

15. Prepare Exhibit C-2, the form: "psa-c-2.est" in the Excel file: "c2-4.xls", from the "est-sum" sheets – after Task Groups are established and subtotaled – as follows:

16. Open the Excel file "c2-4.xls". Select "FILE" from the menu bar, then select "SAVE AS" and name your document under a project directory in Excel. This file contains three forms: C-2, Cost Reimbursement Price Estimate; Exhibit C-2, Revised Compensation; and C-4, Cost Reimbursement Billing Detail. Each of these forms is set to print in portrait style on letter size paper.

17. Below are instructions on completing each form. **NOTE:** Once C-2 is complete, a portion of the amendment form will be filled in automatically. As well, most all of C-4 will be completed. If you are completing this information for an original agreement, you will only need to complete and print c-2.est and c-4.bil; however, **do not delete or move** the c-2.amd form. The information in these forms is formulated to carry throughout.

Exhibit C-4 Cost Reimbursement Billing Detail

18. Complete the information where the cells are blank. If a "0" or "\$0.00" is showing, do not make any entries. This indicates that a formula is in the cell, which will automatically calculate the information entered.

19. The appropriate "Methods of Payment" for the Prime and each Subcontractor should be identified. Click the left mouse button on the appropriate selection. (As you point to the box, a hand with a pointing finger will replace the cursor for this function.) An "X" will be marked in the chosen box.

20. There are eleven (11) pages to this form. The first page is for the Prime Contractor's information. The remaining pages are available for up to ten subcontractor's information. All calculations will be performed automatically.

21. If all pages are not needed, select only those completed for printing. To do this, select "FILE" from the menu bar. Then select "PRINT". This will prompt you to verify what should be printed. You may select the "FULL DOCUMENT", the "CURRENT PAGE", or "MULTIPLE PAGES". If only a few pages are needed, choose "MULTIPLE PAGES" and select "OK". This provides another pop-up box prompting you to type in the pages requested. Simply type in the page numbers you want printed (with commas between each number) and select "OK".

Revised Exhibit C-2 Cost Reimbursement Price Estimate Amendment

22. This form can be located by clicking on the sheet tab named "psa-cx2.amd". Enter the "Attachment No." in the box at the top of the form. Next, enter the information to the top right box of the form. Then begin entering the information for the Prime Contractor in the blank cells (just as stated in the instructions under the billing form).

23. The first page is for the Prime Contractor's information. The remaining pages are available for up to ten subcontractor's information. Enter the new amendment amounts for each group and category for the Prime and Subcontractors. All calculations will be performed automatically.

24. The appropriate "Methods of Payment" for the Prime and each Subcontractor should be identified. Click the left mouse button on the appropriate selection. (As

you point to the box, a hand with a pointing finger will replace the cursor for this function.) An "X" will be marked in the chosen box.

25. Print this form in the same manner as stated above (under instructions for billing form).

Note:

If the amendment number is 2 or higher: In addition to the above, you will need to type over the "\$0.00" on the line that says "Prior Amount" with the current cumulative dollar amount.

Exhibit C-4 Cost Reimbursement Billing Detail

26. Click on the sheet tab "psa-c-4.bil". Once the "psa-c-2.est" sheet is complete, most of billing detail will be complete. Fill in the agreement number (and amendment number if applicable) in the top, right box. Next, mark the appropriate method of payment for each contractor. This form is ready to print.

INSTRUCTIONS FOR PREPARING A PROFESSIONAL SERVICES AGREEMENT

Agreements executed using Small Procurement procedures do not require the "formal" contract package described in these instructions. See Chapter 1 (PSA ≤ \$10,000) or Chapter 2 (PSA > \$10,000) of the PSA Manual to determine the required components for an Agreement executed under Small Procurement procedures. Also, see Chapter 12 of the PSA Manual for a discussion of requirements, signatures and disposition of all Agreements.

COMPONENTS OF A PROFESSIONAL SERVICES AGREEMENT (PSA)

PSA consist of the following documents which are contained in the RFP&PSA Directory (how to access and use these files is explained in the file: "instruct").

<u>File Name</u>	<u>File Description</u>
psa	Professional Services Agreement (basic document)
psa-a	Appendix A, General Conditions
[developed for each PSA]	Appendix B, Statement of Services, plus any Exhibits (e.g., schedules, drawings)
psa-c	Appendix C, Compensation (basic document for Appendix C)
c1-pay	Exhibit C-1, Method(s) of Payment (must be edited for each PSA)
c2-ntp	Exhibit C-2, Notice to Proceed (NTP) & Invoice Summary for any Fixed Price Agreement OR a Cost Reimbursement Agreement ≤ \$250,000.
c2-cr.est	Exhibit C-2, Cost Reimbursement Price Estimate, generally only for Cost Reimbursement Agreements > \$250,000 EXCEL FILE
c3-cr.ntp	Exhibit C-3, Cost Reimbursement Notice to Proceed (NTP) & Billing Summary, generally only for Cost Reimbursement Agreements > \$250,000.
c4-cr.bil	Exhibit C-4, Cost Reimbursement Billing Detail Form, generally only for Cost Reimbursement Agreements > \$250,000 EXCEL FILE
c2-cr.amd	Revised Exhibit C-2, Cost Reimbursement Price Estimate (format for Amendments) EXCEL FILE
psa-d	Appendix D, Indemnification and Insurance
psa-e	Appendix E, Certification of Compliance
	Additional Appendices as may be appropriate

BASIC AGREEMENT

Be sure to use the Contractor's legal name, e.g., if the Contractor is a sole proprietor and the name on the business license is not the individual, then you may use the individual's name followed by "dba _____." If a subsidiary company, enter the subsidiary name followed by "a subsidiary of _____". Any "Joint Venture" must be a legal entity with a business license issued in the name of the Joint Venture. Otherwise one of the participants must be designated the Contractor and the other participant(s) Subcontractors.

If you are not sure that a person has the authority to execute a contract for a firm, ask to see a written authorization from the firm's principals, or a Board of Director's resolution for a Corporation, or make sure the firm's corporate seal is imprinted on the signature page of the Agreement.

ARTICLE 1 – PURPOSE

Enter one or two sentences that concisely tell **what the contract will provide**, not necessarily about the project for which the services are required. The details will be in Appendix B.

ARTICLE 2 – COMPENSATION

Enter the amount in words and in figures. Hopefully you negotiated a figure rounded at least to the nearest dollar (nearest hundred makes more sense). Don't carry the amount to cents.

ARTICLE 3 – PERIOD OF PERFORMANCE

You must enter a specific date (day, month & year) for the Agreement to end. Phrases such as "___ days after Notice to Proceed" are unacceptable. *Do not confuse this date for termination of the contract with any schedule of performance* that should be included in Appendix B. The contract ending date should extend beyond the anticipated performance schedule, perhaps by several months or a year, to allow for scheduled delays and/or additional tasks that may be added by contract Amendment. Any change to the end date must be accomplished by Amendment before the current end date. After the end date is passed, you cannot extend the period of the contract without obtaining Single Source procurement approval.

ARTICLE 4 - APPENDICES

Do not append copies of procedures or lengthy documents to the contract. You may reference such material in the text of Appendix B. Check the actual copies of the Appendices you are adding to the Agreement. Often there are several drafts leading up to a final Agreement, and you should ensure that the latest version is used. Enter the correct date and number of pages for each. Dates are not necessarily the same for all Appendices. Make sure the page count includes all Exhibits including the Certificates of Insurance that are to be attached to Appendix D.

ARTICLE 5 - CONTRACTING AGENCY DATA

Position rather than individual name may be entered for the Appeals Officer – currently the Commissioner of DOT&PF. Funding Source is best identified by IRIS Phase Codes.

ARTICLE 6 - CONTRACTOR DATA

The Contractor's Alaska Business License and Federal Tax Identification Numbers SHALL be entered. If Contractor is a sole proprietor and has no Federal TID, enter the individual's Social Security Number. If a subsidiary, enter the Federal TID of the parent firm OR the subsidiary, which ever will be used to report contract income to the IRS. If the RFP Package was used for soliciting proposals, all of the Contractor Data is on the first page of the Contractor's proposal (file: "rfp-d").

ARTICLE 7 - SUBCONTRACTORS

List ALL persons or firms that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices), regardless of the amount of compensation each may receive under this Agreement.

APPENDIX A

Enter Project Number and Date Prepared and - under Article A27 - any deletion or modification of Articles A1 through A26. Note that any such changes shall be approved "as to form" by the Department of Law, acknowledged in writing, and attached to Appendix A.

APPENDIX B

Appendix B, Statement of Services, must be developed specifically for each Agreement. Guidance for preparing a contract Statement of Services, is contained in the file:

ins-sos Instructions for preparing Appendix B, Statement of Services (SOS)

APPENDIX C

Appendix C consists of a basic document plus a selection of Exhibits dependent on the Method(s) of Payment negotiated for the Contractor and each Subcontractor.

Exhibit C-1	Method(s) of Payment
Exhibit C-2	NTP & <u>Invoice</u> Summary for ≤ \$250K
	OR
Exhibit C-2	Cost Reimbursement Price Estimate for > \$250k

PLUS

Exhibit C-3	Cost Reimbursement NTP & <u>Billing</u> Summary for > \$250k
Exhibit C-4	Cost Reimbursement Billing Detail Form for > \$250k

For Fixed Price Agreements - and Cost Reimbursement Agreements, not exceeding \$250,000 – only Exhibit C-1 (file: "c1-pay") and Exhibit C-2 (file: "c2-ntp") are required.

NOTE:

Only one Notice to Proceed should be issued for contracts less than \$250,000 because each NTP requires the Contractor to set up a separate Cost Account for that NTP. If the Contracting Agency Contract Manager wants to further control expenditures under the NTP, that may be done with separate letters or memorandums that instruct the Contractor accordingly.

For Cost Reimbursement Agreements, exceeding \$250,000, Exhibit C-1 (file: "c1-pay"), Exhibit C-2 (Excel file: "psa-c-2.est"), Exhibit C-3 (file: "c-3-cr.ntp"), and Exhibit C-4 (Excel file: "psa-c-4.bil") are required.

Enter the Project Number and Date Prepared on each document for Appendix C and do the following as applicable:

- * In the **BASIC DOCUMENT FOR APPENDIX C** (file: "psa-c"), edit the list of Exhibits in the last paragraph to show the correct names of only those exhibits to be used in your contract, per the above discussion.
- * In **EXHIBIT C-1, METHODS OF PAYMENT** (file: "c1-pay"):
 - * If the Contractor and **all** Subcontractors will be paid by **Firm Fixed Price(s) with no allowances for any type of reimbursable costs**, then in the table in paragraph 1, delete the columns headed "Estimated Cost" and "Fee" and delete the word "Estimated" from the last column heading. Otherwise, do not make any changes to the column headings.
 - * Complete the table in paragraph 1 for **all** 1st, 2nd, etc., tier Subcontracts. Under "Method of Payment", enter: "Fixed Price," "FPPE," "CPFF," or "T&E." If a Method of Payment is other than "CPFF," enter an amount for that firm in the last column only. If a firm will be paid by more than one Method of Payment (not generally recommended as explained in Chapter 8 of the PSA Handbook), make separate line entries for the firm for each Method of Payment.
 - * Delete entirely any of the paragraphs 2 thru 5 which address a Method of Payment NOT listed in the table in paragraph 1. Renumber the remaining paragraphs accordingly.
 - * If Cost Reimbursement ("FPPE," "CPFF," or "T&E") Methods of Payment are used, complete the information indicated in each Text Form Field. Consult with your Professional Services Coordinator if you have questions.

* In the last paragraph, explain any items negotiated particularly for this Agreement; e.g., non-standard per diem, equipment salvage value arrangements, vehicle rentals, etc.

- * **EXHIBIT C-2** will be either the **NOTICE TO PROCEED (NTP) AND INVOICE SUMMARY** (file: "c2.ntp") or the **PRICE ESTIMATE** (Excel file: "c2-cr.est"), as explained above.

EXHIBIT C-2, NOTICE TO PROCEED (NTP) AND INVOICE SUMMARY, is a copy of the specific form to be used for Fixed Price Agreements (or Cost Reimbursement Agreements not exceeding \$250,000).

- * **EXHIBIT C-2, COST REIMBURSEMENT PRICE ESTIMATE**, must be prepared based on your final negotiations with the Contractor, if any payments will be other than Fixed Price and the total may exceed \$250,000. The Excel file: "psa-c-2.est" was developed to incorporate several Methods of Payment in one contract. Because some familiarity with the form is desirable, it is suggested that you obtain the help of your Professional Services Coordinator. The file: "ins-est" contains instructions for preparing a Price Estimate. (There is also Excel file: "psa-cx2.amd" for use in contract Amendments that change estimated costs.)

- * **EXHIBIT C-3 and EXHIBIT C-4** must be prepared for Agreements that may exceed \$250,000.

* The file "c-3-cr.ntp" incorporates the use of Excel file "psa-cx4.bil". This Cost Reimbursement Billing Detail Form is prepared for the Agreement and provided to the Contractor on a computer diskette for billings.

* Use of the Price Estimate and Billing Detail exhibits makes the process of monitoring large Cost Reimbursement Agreements a routine activity. Rather than force the Contractor to set up a multitude of cost accounts for all tasks, these documents group tasks which result in the completion of major milestones, e.g., environmental approval or final bid documents. The documents are set up to force the grouping of tasks into not more than six milestones per contract. Thus there are no more than six cost accounts per contract and the Contractor is allowed to appropriately expend the budget (to the limit established in the current NTP) for performance of all tasks within a group without regard to the contract estimate. The approach also establishes that **only one NTP** will be active and current at any time during the period of the contract.

* Preparation of the latter two documents may be cumbersome; consequently, you should involve your Professional Services Coordinator to prepare these cost monitoring tools.

APPENDIX D

Enter the Project Number and Date Prepared. Enter the amount Professional Liability Insurance coverages required. The requirements for insurance as indicated on Form 25A269 may be modified if approved by the Contracts Officer.

Any changes to the insurance requirements must be justified on page 2 of the form with the Contracts Officer's signature of approval at the bottom of the page. If modifications are not based on one of the preprinted certifications, an attached justification must fully and clearly demonstrate that the Contracting Agency will not incur any liability, or is at little risk of liability, as a consequence of the Agreement.

Article D3 of the form denotes approved 'waiver' certification language affecting Worker's Compensation, General Liability, Automobile Liability, or Professional Liability, Insurance coverages. Any modification of these certifications or use of other justification to waive the existing insurance requirements should be discussed with your Contracts Officer prior to use. *If any of the insurance requirements are waived, then the Contracting Officer will sign and date the form where indicated.*

- * Paragraph D3.2 may be checked "✓" by the Contractor to indicate that he does not intend to directly employ any other person in the course of this contract. Subcontracting to other independent contractors is permitted under this modification.

* NOTE #1: If you fail to obtain proof of Worker's Compensation coverage furnished by an insurance carrier, or proof of self-insurance under AS 23.30.045(e), the Contracting Agency by statute is liable for worker's compensation benefits to any injured employee of the Contractor, if the employee is unable to recover from the Contractor. This legal obligation exists regardless of the dollar amount of the contract.

* NOTE #2: For a family owned business to be exempt from Worker's Compensation Insurance requirements, all members of the family must be owners.

- * Paragraph D3.3 may be checked "✓" by the Contractor to indicate that he does not intend to provide general liability coverage under this contract. The Contracts Officer must be satisfied that there is no third party exposure to the State before approving this exemption. Contact the Division of Risk Management, Department of Administration (Juneau) for assistance.

- * Paragraph D3.4 may be checked "✓" by the Contractor to indicate that he does not intend to utilize any owned vehicles, and that all rented or hired vehicles are covered by the renting entity under their policy(s).

* NOTE: If Contractor will be using a personal vehicle, obtain a copy of his/her personal automobile policy, which must contain a provision for business use.

- * Paragraph D3.5 or Paragraph D3.6 may be checked "✓" by the Contractor to indicate that he does not have Professional Liability (E&O) Insurance and that it is not required in accordance with the provisions stated therein.

If the anticipated contract amount exceeds \$1,000,000, discuss Professional Liability Insurance with your Contracts Officer. They may involve Risk Management personnel to determine satisfactory limits.

The minimum limits for Professional Liability coverage established in Form 25A269 are very low. These limits were based on the following considerations.

- * Paragraph D1.3 of Appendix D provides for Contractor re-performance at its own expense of any services which are deficient or defective because of Contractor's failure to initially perform such services in accordance with professional standards. This provision

is based upon the Contracting Agency notifying the Contractor in writing within a reasonable time, not to exceed 60 days, of the discovery of any deficiency during performance of the services or within 12 months issuance of a Release from Agreement (file: "release") or a Letter for Closeout of PSA (file: "ltr-clos"). Contract Manager should consider the possible impact of this provision and negotiate an Agreement expiration date that encompasses the proposed construction period, if such a date would be practical.

- * When a Contractor's services are for the design of any construction, demolition, alteration, or repair to an existing airport, harbor, building or other structure, the Contract Manager should be especially cognizant of the need for comprehensive plan reviews and mandatory Performance Evaluations of the Contractor's services.

APPENDIX E

Ensure that the Contractor signs and dates where indicated.

INSTRUCTIONS FOR PREPARING RFP PACKAGE

The RFP Package consists of the following files which are contained in the DOT&PF RFP&PSA Directory (how to access and use these files is explained in the file: "instruct").

<u>File Name</u>	<u>File Description</u>
adver	Advertisement for RFP Package
ins-rfp	Instructions for Preparing RFP Package
rfp-a	RFP, Part A, 4 pages (RFP)
rfp-b	RFP, Part B, 2 pages (Submittal Checklist)
rfp-c	RFP, Part C, 6 pages (Evaluation Criteria)
rfp-d	RFP, Part D, 4 pages (Proposal Form)
preaudit	Pre-Audit Statement, 2 pages
psa-d	PSA, Appendix D, 2 pages
addendum	Addendum to RFP Package

1. All Evaluators should be familiar with the format and understand the contents of the RFP Package: DOT&PF Form 25A270 plus attachments. An index is contained on the first page (see PART A - RFP, page 1 of 4). Questions may be addressed to your Professional Services Coordinator.

2. One person (usually the Evaluation Committee Chairperson) may prepare the RFP Package; however, it is advisable to have all Evaluators participate in the preparation process or at least review the RFP Package before it is issued.

3. Any changes to the RFP forms must be reviewed by the Professional Services Coordinator to insure compliance with statute, regulations and/or DOT&PF policy: Approved changes shall not obliterate any text, and shall be annotated to clearly show the deviation from the "standard" language. Some changes may require approval from the Chief Contracts Officer, DOT&PF Headquarters.

4. **Changes** and any project specific information pertinent to the solicitation and evaluation process **must be inserted within or be clearly cross-referenced to the applicable section of the RFP Package**. It is important to explain requirements only once and in a precise manner to avoid conflicting instructions.

5. Edit the proposed Statement of Services that will be attached to the RFP Form to delete any mention of solicitation requirements (e.g., submittal deadline), general contract provisions (e.g., insurance requirements) or requests for materials to be submitted

with proposals. Solicitation requirements must be addressed in the RFP Form - not in the proposed Statement of Services.

6. The RFP Package is prepared by completing all "boxed" areas in Parts A, B, and C before it is issued. No entries are required on Parts D and the Pre-Audit Statement.

7. The following discussion addresses some items that may not be readily apparent when completing the RFP Form.

PART A

8. Under "Table of Contents", "other" must list any additional documents that are **attached** and part of the RFP Package (note that these do **not** include documents that may be made available for review by interested Offerors and which are addressed below).

9. Under "Schedule & Payment", the Anticipated Period of Performance must include the **time for all of the potential contract work**. Also indicate if the basic Agreement will be only for the first phase of a multi-phase contract and if the estimated contract amount is for the first phase only or for all phases. If the contract will be a Term Agreement with an option for renewal or extension, explain such provisions.

10. Under NOTICES, regarding Professional Liability Insurance, if you need assistance in making this determination, see Chapter 12 of the PSA Handbook for an explanation of insurance requirements, or contact the Professional Services Coordinator.

11. Under NOTICES, Pre-proposal Conferences are generally not a good use of time - since most Offerors will be reluctant to ask questions in front of their competitors - unless you have specific information to provide interested Offeror's which cannot be accurately conveyed in the RFP Package.

12. Under NOTICES, **add any other project specific notices pertinent to the solicitation and evaluation process, to include checking the box indicating if there is a goal assigned for the Disadvantaged Business Enterprise program. Include any information about reference material available for review by interested Offerors (e.g., for a Fee Appraiser solicitation, add a notice requiring separate proposals for each Appraiser).**

PART B

13. You must establish a total number of pages for responding to all the criteria selected and weighted more than zero in PART C. You can estimate this by reviewing the criteria to determine how you might respond; remember however, that you want to reasonably limit the amount of material that must be read by Evaluators.

14. Identify any "non-standard" information or materials to be included with submittal and the required number of copies for such items.

15. Establish the number of copies of Part D (Proposal Form) and criteria responses required. Generally, the number is one greater than the number of Evaluators.

PART C

16. Review the standard criteria and select only those applicable to the proposed contract. It is not necessary or advisable to use all criteria for every solicitation. Note that some criteria have mandatory conditions for use and weighting as stated within their description. You may add other criteria in the spaces provided. All criteria leading to selection for contract award must be stated in the RFP Package. Hence, during committee discussions or when evaluating Best and Final Offers (BAFO) from a "short list" of selected Offerors, you may not consider other criteria. You must identify all criteria now. Enter a weight of 0 to 50 for each criterion such that the sum of all weights equals 100 (100%).

Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally funded construction-related professional services solicitations, with the exception of FAA funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program. (For federally funded contracts, generally there must be a criterion for DBE participation of at least 10%.)

If you have any questions about the Department's DBE program, contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>.

Note (1) – When soliciting for Fee Appraisers substitute a "Part C" with appropriate criteria for Fee Appraisers.

Note (2) – Headquarters, Design & Engineering Services and the Regional Professional Services Coordinators will be developing a "menu" of criteria to be mixed and used for different services. Your comments or suggestions will be appreciated.

17. In addition to entering weights, some criteria require project specific information to be inserted. If you have any difficulty in completing such items, contact the Professional Services Coordinator for assistance.

18. Before using price as an Evaluation Criterion, be sure you understand the conditions under which Alaska statutes and regulations prohibit the use of price (Read about "Price Competition" in paragraph 9 under NOTICES in Part A of the RFP Package).

19. If Price is an Evaluation Criterion, the minimum **sum** of weights for both of the Price Criteria (Labor Billing Rates and Total Price Proposal) is "10". A more reasonable sum might be 20 or 30, if the work to be performed is not extremely complex and/or does not require highly specialized experience or unusual qualifications. Generally, only the Labor Billing Rates criterion should be used, unless the Services are thoroughly defined by measurable and objective standards so that all Offerors can reasonably estimate effort and expenses for performance. If the Services are thoroughly defined, then either or both of the Price Criterion may be weighted more than zero.

Note: When soliciting for Real Estate Appraisal Services, substitute an appropriate format for Fee Appraiser Price Proposals.

INSTRUCTIONS FOR PREPARING A STATEMENT OF SERVICES (SOS), APPENDIX B IN A PSA

Appendix B is prepared individually for each Agreement. Contact your Professional Services Coordinator for copies of prior contracts to use as examples. The next page of these instructions contains a header strip and software format codes that can be copied to begin the Appendix.

The Statement of Services should address the agreements reached during negotiations and at least five items: work to be accomplished; performance criteria; deliverables; delivery schedule; and Contracting Agency assistance.

1. **Work to be accomplished** is a clear, comprehensive, complete and legally correct statement of the results to be achieved by the Contractor. Tasks to be identified derive from the Pre-solicitation Statement of Services (Chapter 7 of the PSA Handbook), your Technical/Cost Analysis (Chapter 8), and Negotiation of the Contractor's Proposal (Chapter 9).
2. **Performance criteria** lists codes, regulations, standards and procedures which will govern Contractor performance.
3. **Deliverables** defines in precise terms the progress reports and other work products which the Contractor must provide; including format, content and quantities required of each.
4. **Delivery schedule** establishes performance; i.e., days after contract award, days on/or in which specific tasks are to be completed and/or products delivered.
5. **Contracting Agency assistance** defines the interaction between Contractor and Contracting Agency regarding review and acceptance of Contractor's services and also any services to be performed by the Contracting Agency.

The Statement of Services should also answer the following questions:

- Will the tasks, when accomplished, produce results consistent with project objectives?
- Does the Statement of Services tell what the Contractor is required to do?
- Is the Statement of Services sufficiently specific to permit the contractor to identify, and the Agency to evaluate, the labor and resources needed to accomplish it?
- Is there a date for the key things the Contractor is to do and for each thing the Contractor is to deliver? If elapsed time is used, does it specify calendar days or work days?
- Are reporting requirements, cost/schedule control specifications, and any special administrative procedures identified?
- Are notices required under the contract? What is the content of such notices? To whom should they be sent? What is the potential effect of failure to provide notices?
- What constitutes acceptance of the work/work products? Is there a review process? Draft and Final Submissions?
- Are Agency furnished services or items clearly identified? Are any limits to the Contractor's reliability on Agency furnished services or items clearly stated?
- Are sentences written so that there is no question of whether the Contractor is to be obligated (that is, "the contractor shall do this work," not "this work will be required")?
- Is all technical jargon used in the specifications clearly defined and consistently applied?
- Is general information separated from direction; such that background information and suggested procedures are clearly distinguishable from Contractor responsibilities?
- Are the proper reference documents shown, e.g., prior studies, engineering reports or Federal/State regulations and procedures? Are they really pertinent to the services required? Fully or partially? Are they properly cited?

STATEMENT OF SERVICES

APPENDIX B

IRIS Program No:
Date Prepared:

INSTRUCTIONS FOR USING MICROSOFT WORD RFP & PSA FILES FOR CONSTRUCTION-RELATED PSA

Files are listed by activity group on the next page of these instructions. For an alphabetical list of files, see Chapter 18 of the PSA Manual.

STEPS TO SUCCESS

1. **BEFORE YOU DO ANYTHING ELSE – ESTABLISH A FOLDER FOR EACH CONTRACT** using an appropriate name that identifies the project and the contract (you may have several contracts for the same project).

Go into Microsoft Office, locate and click once on the folder to which you wish to add the subfolder. Choose File, New, and Folder. A new folder will appear, ready for you to rename.

3. Before you can use the PSA templates, you must have your template folder directed to the rfp&psa.dot directory located on the public drive for most DOT&PF divisions. Contact your local administrator if you cannot readily locate the directory.
 4. Open Word. Go to File, New. This will bring up a screen with the templates that are available for your use. Choose the template or document you want to use and click OK. (If you do not see the templates you need, you may have to contact your computer "experts" to have the rfp&psa.dot templates loaded.) The document will open as a Microsoft Word document and you will be ready to enter information
- * Click on SAVE and word will ask you to name the document (use the same name as the footer of the template), click on the directory/folder you established in step 2, then click on OK. This approach will keep the same file names and footers as used in the RFP&PSA Directory/Folder and make the completed documents (files) easy to locate by anyone who may need them. It also avoids mixing up similar documents for different contracts for the same project or for different projects. (Do not save the document as a template, make sure it is saved as a .doc document.)
 - * Complete entries in each section or each checkbox according to the instructions.
 - * Contact your Professional Services Coordinator if you experience problems with the files.

NOTE: In order to do a spell check or delete unneeded information from the form, you will need to unprotect the document. To do this, choose unprotect document from the Tools menu. You can now delete unnecessary information and do your spell-check. **DO NOT REPROTECT THE DOCUMENT.**

5. Repeat step number 4 for each document you need.
6. Email and print a copy of all the documents and bring to your Professional Services Coordinator for review.

File Name	File Description
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GENERAL

aa-intro	Introduction to RFP&PSA Files
instruct	Instructions for Using RFP&PSA Files

SMALL PROCUREMENT

spdocs-a	Small Procurements Documents, Part A - Request for Proposals
spdocs-b	Small Procurements Documents, Part B - Proposal Form
spdocs-c	Small Procurements Documents, Part C - Contract Award & Notice to Proceed
spspb	Small Procurements Standard Provisions Booklet (Cover Sheet and Index)
sp-adend	Small Procurement Addendum

COMPETITIVE SEALED PROPOSALS

act-clst	Activity Checklist for Competitive Sealed Proposals (scoping thru contract award)
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PRE-SOLICITATION ACTIVITIES

ins-sos	Instructions for preparing Statement of Services (SOS) - Appendix B in a PSA
estimate.xls	
[estimate.tsk]	Thirty Individual Task Estimate sheets
[estimate.sum]	One Price per Task Summary sheet
ins-est	Instructions for Using Excel Price Estimate & PSA Appendix C Forms
waiver	Waiver request form
asps	Authority to Seek Professional Services

REQUEST FOR PROPOSALS (RFP)

adver	Advertisement for RFP Package
ins-rfp	Instructions for preparing RFP Package
rfp-a	RFP, Part A, (RFP)
rfp-b	RFP, Part B, (Submittal Checklist)
rfp-c	RFP, Part C, (Evaluation Criteria)
rfp-d	RFP, Part D, (Proposal Form)
preaudit	Pre-Audit Statement
psa-d	PSA, Appendix D
psa-b	Statement of Services (SOS)
addendum	Addendum to RFP Package

EVALUATION OF PROPOSALS

ins-char	Instructions for Evaluation Chairperson
evl-memo	Memo to Evaluators
ins-comm	Instructions for Evaluation Committee
evl-rate	<u>Evaluator Rating</u> Sheet (1 ea. Evaluator)
evl-scor	<u>Committee Score</u> Sheet (1 ea. Offeror)
evl-rpt	Committee Evaluation Report

PRE-AWARD ACTIVITIES

itn	Letter for Notice of Intent to Negotiate
preneg	Letter for Prenegotiation requirements
estimate.xls	Thirty Individual Task Estimate sheets plus one Price per Task Summary sheet (Excel)
ins-est	Instructions for Using Excel Price Estimate & PSA Appendix C Forms
auditreq	Memo requesting pre-award Audit
feewksht.xls	Fee (profit) Worksheet

File Name	File Description
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psa-dbe	DBE Commitment Form
psa-dbe	DBE Consultant Registration
ita	Letter for Notice of Intent to Award
protest	Letter for Notice of Receipt of Protest

PROFESSIONAL SERVICES AGREEMENTS

ins-psa	Instructions for preparing a PSA
psa	Professional Services Agreement (basic)
psa-a	PSA, Appendix A, General Conditions
ins-sos	Instructions for preparing Statement of Services (SOS) - Appendix B in a PSA
psa-b	PSA, Appendix B, Statement of Services
psa-c	PSA, Appendix C, Compensation
c-1 pay	Exhibit C-1, Method(s) of Payment
c-2 ntp	Exhibit C-2, Notice to Proceed (NTP) and Invoice Summary for Fixed Price OR Cost Reimbursement ≤ \$250k
c-2-4.xls	Three forms in this Excel file – first two for Cost Reimbursement contracts > \$250k:
[c-2-cr.est]	Exhibit C-2, CR Price Estimate
[c-4-cr.bil]	Exhibit C-4, CR Billing Detail Form
c-3-cr.ntp	Exhibit C-3, CR NTP & Billing Summary for Cost Reimbursement > \$250k
psa-d	PSA, Appendix D, Indemnification & Insurance
psa-e	PSA, Appendix E, Certification of Compliance
rons	Record of Negotiation and Selection
encumber	Memo requesting encumbrance of funding

CONTRACT FILES

clst-csp	List of Documents for a Competitive Sealed Proposals file
clst-sp	List of Documents for a Small Procurement file
clst-emr	List of Documents for an Emergency Procurement file
clst-lcs	List of Documents for a Limited Competition or Single Source Procurement file
clst-ntp	List of Documents for a Notice to Proceed under a Term Agreement
clst-amd	List of Documents for Amendment file
clst-end	List of Documents for closing out a PSA

CONTRACT MANAGEMENT

c-2 ntp	Exhibit C-2, Notice to Proceed (NTP) and Invoice Summary for Fixed Price OR Cost Reimbursement ≤ \$250k
c-3-cr.ntp	Exhibit C-3, CR NTP & Billing Summary for Cost Reimbursement > \$250k
c-2-4.xls	3 forms in this Excel file – the Amendment form is for Cost Reimbursement > \$250k:
[c-2-cr.amd]	Revised Exhibit C-2, CR Price Estimate Amendment
amd	Amendment form
rons	Record of Negotiation and Selection
release	Release from Agreement & DBE Certification of Completion
ltr-clos	Letter for Closeout of PSA
perf-evl	Performance Evaluation

RE: INTENT TO ***AWARD***

RFP No:

FAX TO: Distribution below

This notice is provided pursuant to AS 36.30.365 and 2 AAC 12.210.

We intend to award a contract for the above identified project to .

If you have any questions or comments concerning this award, please contact me at .

AS 36.30.560 describes the procedure for protesting proposed award(s) and identifies required information to be submitted. In accordance with AS 36.30.565, protests based upon alleged improprieties in the proposed award must be received by the undersigned by .

We appreciate your participation in the solicitation.

Sincerely,

Contracts Officer

DISTRIBUTION:

FAX

FIRM

FAX

FIRM

RE: INTENT TO *NEGOTIATE*

FAX TO: Distribution below

Evaluation of proposals for the referenced project has been completed. The three top scoring Offerors were ranked as follows:

- 1.
- 2.
- 3.

Proposals and scoring are not available for public review and discussion until after an Intent to *Award* is issued (AS 36.30.230).

In the event contract negotiations are unsuccessful with the top ranked Offeror, the Contracting Agency may negotiate with the next ranked Offeror or cancel the solicitation.

We appreciate your participation in the solicitation.

Sincerely,

Contracts Officer

cc: Regional or Systems Director

DISTRIBUTION:

FAX

FIRM

FAX

FIRM

RE: Letter for Closeout of PSA
PSA No:
IRIS Program No:

This letter is to confirm that no outstanding invoices or other matters exist with regard to our contract for that expired on .

The Department of Transportation & Public Facilities shall not be liable for any debts, claims or demands pursuant to the subject Professional Services Agreement that are not identified in a written response to this letter, received prior to .

You need not respond to this letter unless there are matters to be considered. Thank you for your participation in our contracted activities.

Sincerely,

RE: PERFORMANCE EVALUATION

PSA No:

IRIS Program Number:

This letter provides an overall evaluation of the services you provided for the project regarding contract performance in each of the following applicable areas:

OBJECTIVES -

CHANGES -

QUALITY -

SCHEDULE -

BUDGET -

REPORTS -

PLANS (DRAWINGS) AND SPECIFICATIONS -

PRESENTATIONS -

MANAGEMENT -

Please respond to this evaluation, if you wish to do so, not later than . Any response and follow up correspondence will be filed with our contract records for use during Contractor selection for future work. Thank you for your participation in our contracted activities.

Sincerely,

cc: PSA file
Consultant Performance files

Delete this page after form is complete

OBJECTIVES - Did Contractor adequately evaluate & comprehend scope of services? Did Contractor fully perform Agreement? Do unresolved problems exist which in your opinion, may be attributed to the Contractor?

CHANGES - Did Contractor fully correct errors and/or adequately incorporate changes in scope? Did Contractor adhere to approved scope? Were changes made unilaterally by the Contractor without approval. Were any changes due to performance of Contractor? If agreement was for Design Services, were any construction change orders required as a result of Contractor Performance?

QUALITY - Were work products complete, accurate, well coordinated and clearly expressed? Were capabilities claimed or implied during selection upheld during performance of the agreement? Did contractor demonstrate substantial depth of experience in providing services? Was initiative shown in performing services? Did contractor make recommendations and not rely upon suggested solutions from others to resolve any problems encountered? Did contractor present alternative concepts for consideration?

SCHEDULE - Did contractor prepare schedule for each phase of services and obtain approval? Was contractor timely and responsive? Were identified problems resolved quickly? Were reports, studies, plans, specifications and other deliverables submitted in a timely manner? Were they delivered late without justification? Did contractor meet or exceed scheduled milestones? Was agreement completed on time?

BUDGET - Were the expenditures in line with the agreed-upon costs, both in total and on an item-by-item basis? Were invoices substantiated, self-explanatory and submitted on a timely basis? Were invoices proper and proportionate to work accomplished? Were accurate cost records kept? Were cost estimates prepared by the contractor accurate (within 10%)? Did the contractor fully perform the agreement in a cost effective manner? Within budget? If the agreement was for design services, were any construction change orders required as a result of contractor's design services?

REPORTS - Were reports well written in a style and format in keeping with other work of the agency? Was the length and detail suitable for the audience intended? Were the proper number of copies provided?

PLANS (DRAWINGS) AND SPECIFICATIONS - Were drawings completed? Fully dimensional and to sufficient scale? Were shop drawings prepared, processed and approved in a timely manner? Were as-built drawings correct, clearly drawn and complete? Were specifications complete, reasonable and clear?

PRESENTATIONS - Were the oral and graphic presentations of high quality? Were they suitable to size, level of expertise and interests of the audiences they were prepared for? If presentation materials were to be used by agency staff or individuals other than the contractor, were they clearly explained and easy to use? Did presentations adhere to the objectives for which they were required?

MANAGEMENT - Did contractor devote adequate time to supervision and personnel? Were contractor and subcontractor personnel appropriate to carry out tasks they were assigned? Were they well organized? Did they appear to communicate well and was the proper amount of work assigned to each? Did they work well with agency personnel? Were they qualified for work assigned? Was there any substantial conflict among the personalities or areas of concern? Did contractor exhibit knowledge of agency procedures or other entities having regulatory power concerning the project? Was correspondence complete, factual, and current? Did contractor obtain all required approvals? Did contractor work independently without excessive guidance? Were changes initiated by others equitably evaluated and accepted in a professional manner?

ALASKA DOT&PF INTERNAL REVIEW

INTERNAL CONTROL AND ACCOUNTING POLICY/PROCEDURE QUESTIONNAIRE

If you have completed this form within the last three years, and have **no** changes since last year. Please fill out the contact information below, mark the “**No Change**” box, and complete the Management Representation Section on the last page (page 7). Otherwise, this form must be completed and provided to the auditor.

Consultant Name: _____

Address: _____

Calendar/Fiscal Year Being Reviewed: _____ Date: _____

Respondent: _____ Job Title: _____

E-mail Address: _____ Phone: _____

The Code of Federal Regulations (CFR), Title 23, Chapter 1 (Federal Highway Administration), Part 172.7 (a), requires state agencies to assure that firms providing engineering and design services have acceptable accounting systems and adequate and proper justification for the rates charged in providing these services. Documentation of Internal Controls is also required by Government Auditing Standards (Yellow Book). Your answers to this questionnaire will help us comply with this requirement.

NO CHANGE ☐

A. BACKGROUND INFORMATION:

1. Principal owners and/or stockholders of the Company and their percentage of ownership?

<u>Owner's/Stockholder's Name</u>	<u>Percentage Ownership</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. What form of business entity is the Company?

_____ Sole Proprietorship	_____ Corporation
_____ Partnership	_____ Other (explain)
_____ Sub-Chapter S	

3. What types of services are provided by the Company? _____

4. Does the business entity own any other business entities or is it a subsidiary of another entity? **Y or N**
 If yes, who are they? _____

5. How many branch offices does this Company have and where are they located? _____

6. If your Company has more than one office, is the overhead based on an office overhead or the firm as a whole? _____

7. Does your company have field offices? (See AASHTO Guide Section 5.6) **Y or N**
 If "yes," are separate indirect cost rates used for the home office or field office? **Y or N**
 Please explain: _____

8. Does your company have more than one division/cost center? **Y or N**
 If "yes," are separate ledgers maintained for each? **Y or N**
 How are costs segregated/allocated between cost centers? _____

9. Does the Company have written policies concerning employees? **Y or N**
10. Does the Company have written policies concerning accounting procedures? **Y or N**
 If yes, are copies available for auditor's review? **Y or N**
11. What type of pension or profit sharing plan is maintained by the Company, if any? _____

12. Document who performs the following duties:
- Opens mail: _____
 Prepares bank deposits: _____
 Records cash receipts: _____
 Records accounts payable: _____
 Prepares cash disbursements (checks): _____
 Mails payments on accounts payable: _____

Prepares bank reconciliations: _____
Prepares billings: _____
Prepares financial statements for board and other use: _____
Explain other major duties not covered above: _____

13. Has your Company taken part in any recent mergers, acquisitions/sales, new offices, or organizational changes or anticipate any such changes? **Y or N**
If yes, please explain: _____

14. Is your Company currently involved in litigation? If yes, are litigation costs for representation or counsel, either for or against your Company, or settlement costs, **Y or N**
included in the indirect expense accounts for the year audited? **Y or N**
If yes, please explain: _____

15. Does your Company have an organizational chart? **Y or N**
If yes, please provide a current copy.

B. GENERAL ACCOUNTING:

1. Was CFR, Title 48, Part 31 followed in developing your Indirect Cost Rate (IDCR)? **Y or N**

2. Are appropriate personnel within the company familiar with FAR Part 31? **Y or N**
If "no," please explain: _____

3. Does your company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with FAR Part 31 and applicable Cost Accounting Standards? **Y or N**

If no, please explain how your Company accounts for unallowable costs.

If "yes," when does the primary review for allowability occur – at the time the transaction is recorded, or later? _____

4. Is there an independent CPA or Accountant employed by the Company? **Y or N**
If yes, please provide name, address and copies of reports: _____

5. What basis of accounting is the Company using? Is it the same for tax reporting purposes?
_____ Cash _____ Accrual _____ Modified Accrual **Y or N**

6. Does the Company maintain a job-order cost accounting system to segregate costs by project, and that separates direct costs from indirect overhead costs? **Y or N**

If yes, explain the system or provide documentation: _____

7. Is the accounting system computerized? **Y or N**

If yes, what software is used? _____

8. Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?) _____

9. What frequency do you reconcile the Trial Balance, General Ledger, Project Cost System, and Direct/ Indirect Labor and Payroll Reports? Monthly Yearly

10. Are journal entries approved by a person other than the one preparing the entries? **Y or N**

11. Are contract overruns charged directly to projects, thus not included in the overhead costs? **Y or N**

12. Are personal transactions of owners/management completely segregated from the business? **Y or N**

13. Does the Company carry life or disability insurance policies on key personnel? **Y or N**
Please explain or provide copy of policy: _____

14. Are there any Company owned facilities rented or sublet? If yes, provide a copy of the lease. **Y or N**

Also, if rented from an entity with related party ownership interests (Common Control), please provide names of the related parties, how related, and their ownership interests. Also include their current and prior relationships with the firm. If under common control , please provide a schedule of costs of ownership of the Real Estate Partnership (or other entity) and related supporting detail (copy of Real Estate Partnership Tax Return, etc.).

15. Is there personal usage of Company vehicles? **Y or N**

If yes, describe how the overhead pool of expenses is adjusted. _____

16. How are gains and losses on disposition of depreciable assets handled?

17. Do you require mandatory vacations for key accounting personnel? **Y or N**

C. CASH RECEIPTS CONTROLS:

1. Refunds, reimbursements, allowances, or other credits are recorded as _____ income or _____ reduction to associated expense account?

D. CASH DISBURSEMENT CONTROLS:

1. Do supporting documents accompany checks submitted for signature? **Y or N**

2. Do supporting documents include evidence of receipt and approval? **Y or N**

3. Are supporting documents effectively canceled or stamped "PAID" to prevent subsequent misuse? **Y or N**

4. Are bank statement reconciliations prepared by someone other than the bookkeeper? If yes, who? _____ **Y or N**

E. OTHER DIRECT COSTS (ODC):

1. Are ODC's recorded to all projects whether billable or not? **Y or N**

2. Do you bill internally (in-house) generated costs to clients as ODC's? **Y or N**
If yes, please answer the following questions:

a. Are the components of such costs segregated from the overhead pool? **Y or N**

b. Are the components of such costs in separate cost pools? **Y or N**

c. Please describe the accounting treatment of receipts arising from ODC billings for internally generated costs. _____

Please provide a list of costs, or in-house rates, normally billed to clients as an ODC to the auditor.

F. PAYROLL ACCOUNTING:

1. Are time sheets prepared by ALL Company personnel (including owners)? **Y or N**

Are they _____ manually or _____ electronically prepared?

2. Do principals and administrative staff charge time directly to projects? **Y** **or N**
3. Are time sheets signed by the employee and hours approved by a supervisor? **Y** **or N**
4. Are ALL hours worked recorded (including principals)? Is time charged directly to all projects regardless of type or status of a contract? **Y** **or N**
If No, please explain: _____

5. Does the time sheet clearly break out productive versus nonproductive time? (i.e. idle time, vacation, and sick leave) **Y** **or N**
6. Payroll frequency? 12 _____ 24 _____ 26 _____ Other _____
7. Are all salaries and wages paid by check or electronic deposit? **Y** **or N**
If No, please explain: _____

8. Does the Company pay any compensation through draws? **Y** **or N**
9. Are written approvals for new employees and changes in salary or wage rates on file? **Y** **or N**
10. Are payroll checks signed by someone who does not participate in payroll preparation, handling of cash funds, or maintenance of accounting records? **Y** **or N**
11. Does the Company have a written bonus policy? **Y** **or N**
12. What is the Company's policy regarding pay for overtime hours worked, for salaried individuals? _____

13. Is the premium portion of overtime charged to _____ jobs, or is it included in _____ overhead?

G. PROPERTY, PLANT, AND EQUIPMENT:

1. Are detailed subsidiary records of property, plant, equipment and accumulated depreciation maintained? **Y** **or N**
(_____ In-house or with _____ external accountant?)
2. Are the detailed records kept in balance with the control accounts? **Y** **or N**
3. Is there a written policy for distinguishing between capital expenditures

and expensed items? **Y or N**
If yes, what is the policy?

4. Is a physical count taken of depreciation schedule items each year and reconciled to the depreciation schedule? **Y or N**

H. ESTIMATING PROCEDURES:

1. What is the typical contracting method for your Company?

☐ Cost not to exceed
☐ Lump sum
☐ Cost plus fixed fee
☐ Cost per unit of work or specific rates

2. Who prepares the Company's proposals? _____

3. What is the source of data for estimates and the procedures for ensuring that the data is accurate, complete, and current?

4. Is the estimate consistent regardless of the contract type?

5. Is documentation developed and maintained in support of the estimate? **Y or N**

6. What is the assignment of responsibility to originate, review and approve estimates? _____

7. What are the procedures followed for developing estimates for direct labor and non-labor cost elements? _____

8. On what basis is labor estimated? _____

Management Representation Section

We confirm, to the best of our knowledge and believe the following representations made to you during your audit;

1. The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America.
2. We have made available to you all financial records and related data.
3. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements.
4. We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
5. We have no knowledge of any fraud or suspected fraud affecting the Company.

Company Name

Name & Title

Signature (Chief Operating Officer or Principal)

Date

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: _____	Date: _____
Name: _____	Telephone: _____
Title: _____	Fax: _____
Contractor: _____	Email: _____

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).

RE: PRENEGOTIATION
REQUIREMENTS

Your firm has been selected for negotiation of a contract for the subject project. Before negotiations may begin, copies of the following items must be submitted to our office.

1. Evidence (e.g., Certificates of Insurance) of your firm's insurance coverages, including name of insurance company(s) and policy number(s), for each of the following: Worker's Compensation (for each state in which contract work will be performed by the Contractor); General (Business) Liability; Automobile Liability; and, Professional (E&O) Liability all as required by the enclosed copy of DOT&PF Form 25A269, Indemnification and Insurance. The certificates should reference this particular project.

NOTE: Certificates of Insurance for Subcontractors are not required and should not be submitted.

2. A table containing the following information for all firms that may participate in the contract regardless of the character of that participation; plus all individuals who may be "in-responsible-charge" for Architecture, Engineering and/or Land Surveying.

NAME OF <u>FIRM</u>	TYPE OF ¹ <u>ENTERPRISE</u>	AK BUSINESS <u>LICENSE #</u>	NAME OF ² <u>INDIVIDUAL</u>	INDIVIDUAL DISCIPLINE ² <u>& ALASKA REGISTRATION #</u>
------------------------	---	---------------------------------	---	--

¹ Enter Corporation, Partnership, Sole Proprietor, Other (Specify).

² List all individuals who will be "in-responsible-charge" as well as their discipline(s); i.e., architecture, civil - structural - electrical - mechanical - etc. engineering, or Land Surveying and individual license numbers. If partnerships are to provide Architecture, Engineering, or Land Surveying, list individual information for all partners in each partnership.

NOTE: Copies of licenses, registrations, certificates, etc. should not be submitted unless we specifically request them.

3. A copy of the enclosed "Certification of Compliance" completed for your firm. (Copies are not required for Subcontractors – although you may wish to obtain them for your use.)
4. A complete and executed copy of the enclosed DOT&PF Form 25A257, Pre-Audit Statement should be submitted for your firm and each of your proposed Subcontractors that may receive more than \$250,000 under the proposed contract; unless your firm or any such Subcontractors have been audited by the Department within the last year. If audited before, please contact me as soon as possible so that we may determine if that audit may be used for our negotiations.
5. Prior to award, a Consultant Registration form must be submitted to the ADOT&PF Civil Rights Office for your firm and each subconsultant, as applicable. Contact the Civil Rights office at 907-269-0851 with any questions concerning this form.
6. A Consultant's Written DBE Commitment form for each DBE firm participating in this proposed contract if DBE firms were proposed to be utilized on this project, and must be submitted after negotiations are completed and prior to issuance of the Intent to Award.

will be contacting you shortly to schedule a meeting for a detailed discussion of the contract services and compensation.

All responses or questions concerning this letter should be addressed to _____ at the above address, telephone or FAX. Please submit all the required information and materials before _____.

Sincerely,

- Enclosures:
1. file: "psa-d", Indemnification and Insurance
 2. file: "psa-e", Certification for Alaska Licenses & Insurance
 3. file: "preaudit", Pre-Audit Statement
 4. file: "psa dba 25D-6" Consultant Registration
 5. file: "psa dba 25A-326" Consultants Written DBE Commitment

cc:

RE: NOTICE OF RECEIPT OF
PROTEST

PSA No:

IRIS Program No:

I have received your protest regarding the contract award for the referenced project.

The protest was delivered to my office on .

In accordance with Alaska Statute 36.30.580, a written decision on the protest will be rendered within 15 days of receipt or by .

Sincerely,

FAX DISTRIBUTION:

FAX

FIRM

FAX

FIRM



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

Competitive Sealed Proposals
CONSULTANT REGISTRATION

All consultant firms must register annually or prior to award with the Alaska Department of Transportation and Public Facilities (DOT&PF) Civil Rights Officer (CRO). The Consultant Registration is valid from January 1 thru December 31. Complete this form for each consultant and subconsultant. Firms will be listed on the consultant registration online directory <http://www.dot.state.ak.us/cvlrts/dbe-directory/bid-consult.pdf>.

Name of Firm _____
Street Address _____
Mailing Address _____
Contact Name _____
Telephone Number _____
Fax number _____
E-mail Address _____
Date Firm was Established _____

The firm listed above is a (check all that apply):

Prime Consultant?	Yes	No	Identify specialty: _____
Subconsultant?	Yes	No	Identify specialty: _____
Certified DBE? *	Yes	No	*DBE- Disadvantaged Business Enterprise

Firm's gross annual receipts:

- ☐ < \$500,000
☐ \$500,000- \$999,999
☐ \$1,000,000- \$4,999,999
☐ \$5,000,000- \$9,999,999
☐ \$10,000,000- \$16,999,999
☐ > \$17,000,000

_____ Signature of Company Representative	_____ Title	_____ Date
--	----------------	---------------

Send this completed form to: *OR* You may fax your completed form to:

**ADOT&PF Civil Rights Office
PO Box 196900
Anchorage, Alaska 99519-6900**

(907) 269-0847

If you have any questions, please call **(907) 269-0851**.



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

CONSULTANT'S WRITTEN DBE COMMITMENT

Federal-Aid Competitive Sealed Proposals

Project Name, PSA Number, IRIS Program Number

All consultants bidding on Alaska Department of Transportation and Public Facilities (DOT&PF) projects must have a written commitment from each DBE firm to be subconsultants. Please complete this form for each DBE firm.

If you have any questions, please call (907) 269-0851.

Name of DBE Firm: _____

Street Address: _____

Mailing Address: _____ City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax number: _____

Description of the work that DBE firm will perform: _____

Please provide additional information on a separate sheet of paper.

Percentage participation by the DBE firm: % _____

*If percentage participation differs from your original proposal, describe the discrepancy in detail (attach a separate sheet if needed) _____

Signatures of Authorized representatives of the Prime Consultant and the DBE firm below represent the written commitment by the Prime Consultant to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above:

Prime Consultant Signature Date DBE Firm Signature Date

Prime Consultant Firm: _____

Address: _____

Telephone Number: _____ Fax number: _____



PROFESSIONAL SERVICES AGREEMENT

Agreement No:
IRIS Program No:
Federal Project No:

Project Title:

To this Agreement between

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, effective on the last date executed by its parties, in consideration of the terms, conditions and promises of Articles 1 through 7 in this document, the parties hereby agree.

CONTRACTOR

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Contract Manager

Contracting Officer

Signature: _____
Name: _____ Date _____
Title: _____

Signature: _____
Name: _____ Date _____
Title: _____

ARTICLE 1 - PURPOSE

1.1

ARTICLE 2 - COMPENSATION

2.1 The maximum amount payable under this Agreement as set out in Appendix C, shall not exceed:

and No/100 Dollars

(\$)

ARTICLE 3 - PERIOD OF PERFORMANCE

3.1 CONTRACTOR shall commence services under this Agreement as authorized by written *Notice(s) to Proceed* and shall complete the services in accordance with any time schedule required by Appendices. This Agreement is of no force or effect until executed by the CONTRACTOR and the CONTRACTING AGENCY and no services shall be undertaken or performed until a Notice to Proceed is issued.

3.2 The Period of Performance under this Agreement shall end:

ARTICLE 4 - APPENDICES

4.1 The following Appendices are attached to this document and incorporated herein:

<u>Appendix</u>	<u>Title</u>	<u>Date Prepared</u>	<u>No. Pages</u>
A	General Conditions, Form 25A262		7
B	Statement of Services		
C	Compensation, Form 25A280, plus Exhibits:		
D	Indemnification & Insurance, Form 25A269, plus Certificates of Insurance (for the prime CONTRACTOR)		
E	Certification of Compliance		1

ARTICLE 5 - CONTRACTING AGENCY DATA

Office Address

Street:
PO Box:
City, State, Zip:
Phone-Voice:
Phone-FAX:
Email:

Appeals Officer: Commissioner,
DOT&PF
Authorization: AS 36.30.005

Funding Source: **Activity Code:**

☐ State

☐ FHWA

☐ FAA

☐ Other: _____

(Check all that apply)

ARTICLE 6 - CONTRACTOR DATA

Manager:
Title:

Alaska Business License No.:
Federal Tax Identification No.:

Office Address

Street:
PO Box:
City, State, Zip:
Phone-Voice:
Phone-FAX:
Email:

Type of Firm

☐ Individual

☐ Partnership

☐ Corporation in state of:

☐ Other (specify):

ARTICLE 7 - SUBCONTRACTORS

7.1 CONTRACTOR shall perform all professional services required under this Agreement except as may be performed by the Subcontractors listed below or as may be allowed under Appendix A, Article A19.

Service or Engineering Discipline

Subcontractor

GENERAL CONDITIONS

APPENDIX A

PSA No:
IRIS Program No:
Federal Project No:
Date Prepared:

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ARTICLE A1 DEFINITIONS

A1.1 Additional or Extra Services – Services, work products or actions required of the CONTRACTOR above and beyond provisions of the Agreement.

A1.2 Agreement – This Professional Services Agreement and its appendices that outline the terms and conditions regarding Contractor's services during the authorized period of performance.

A1.3 Amendment – A written change to this Agreement.

A1.4 Change – A revision in services, complexity, character, or duration of the services or provisions of this Agreement.

A1.5 Commissioner – Commissioner of DOT&PF.

A1.6 CONTRACTING AGENCY – The Department of Transportation & Public Facilities (DOT&PF).

A1.7 Contracting Officer – The individual or a duly appointed successor designated as the official representative to administer contracts for the CONTRACTING AGENCY.

A1.8 CONTRACTOR – The firm (person or any business combination) providing services.

A1.9 Contractor's Manager – The CONTRACTOR's representative in responsible charge of the project(s) and directly answerable for the required services.

A1.10 Contract Manager – CONTRACTING AGENCY's representative and the CONTRACTOR's primary point of contract with the CONTRACTING AGENCY.

A1.11 Contracts Officer – CONTRACTING AGENCY's representative within the Contracts/Professional Services section.

A1.12 Funding Agency – An agency of a Federal, State, Political subdivision, or Local Government which furnishes funds for the CONTRACTOR's compensation under this Agreement and which may have established regulations and requirements binding upon the CONTRACTING AGENCY and the CONTRACTOR.

A1.13 Notice to Proceed (NTP) – Written authorization from the CONTRACTING AGENCY to the CONTRACTOR to provide all or specified services in accordance with an existing Agreement.

A1.14 Statement of Services – Services and work products required of the CONTRACTOR by this Agreement.

A1.15 Subcontractor – CONTRACTOR engaged to provide a portion of the services by subcontract with the firm which is a party to this Agreement.

ARTICLE A2 INFORMATION AND SERVICES FROM OTHERS

A2.1 The CONTRACTING AGENCY may, at its election or in response to a request from the CONTRACTOR, furnish information or services from other contractors. If, in the CONTRACTOR's opinion, such information or services is inadequate, the CONTRACTOR must notify the CONTRACTING AGENCY of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. The CONTRACTING AGENCY will then evaluate and resolve the matter in writing. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY may

assume the information or services provided are adequate.

ARTICLE A3 HOLD HARMLESS

A3.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A4 INSURANCE

A4.1 See Appendix D, "Indemnification and Insurance".

ARTICLE A5 OCCUPATIONAL SAFETY AND HEALTH

A5.1 The CONTRACTOR and its Subcontractors shall observe and comply with the Federal Occupational Safety and Health act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority thereof and with all State of Alaska Occupational Safety and Health Laws and regulations.

ARTICLE A6 EQUAL EMPLOYMENT OPPORTUNITY

A6.1 The CONTRACTOR shall comply with the following applicable laws and directives and regulations of the CONTRACTING AGENCY which effectuate them; all of which are incorporated herein by reference:

Title VI of Federal Civil Rights Act of 1964;

Federal Executive Order 11625 (Equal Employment Opportunity);

Title 41, Code of Federal Regulations, Part 60 (Equal Employment Opportunity);

Title 49 Code of Federal Regulations, Part 21 (Discrimination);

Title 49, Code of Federal Regulations, Part 26 (Minority Business Enterprises);

Office of Management and Budget (OMB) circular 102, Attachment O (Procurement Standards);

Alaska Statute (AS) 18.80.200-300 (Discrimination).

A6.2 The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, or marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on such basis. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, physical disability, sex, or marital status. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR shall post in conspicuous places, available employees and applicants for employment, notices setting out the provisions of this paragraph.

A6.3 The CONTRACTOR shall state, in all solicitations or advertisements for employees to work in performance of this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, or marital status.

A6.4 The CONTRACTOR shall send to each labor union or representative or workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONTRACTOR's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

A6.5 In the event the CONTRACTOR subcontracts any part of the services to be performed under this Agreement, the CONTRACTOR agrees to make good faith efforts to utilize Disadvantaged Business Enterprises, to affirmatively solicit their interest, capability and prices and to furnish documentation of the results of all such direct contacts on forms provided by or acceptable to the CONTRACTING AGENCY.

A6.6 The CONTRACTOR shall make, keep and preserve such records necessary to determine compliance with equal employment opportunity obligations and shall furnish required information and reports. All records must be retained and made available in accordance with Article A9, Audits and Records.

A6.7 The CONTRACTOR shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its Subcontractors, so that these provisions will be binding upon each Subcontractor.

ARTICLE A7 PAYMENTS TO THE CONTRACTOR

A7.1 Payments shall be based on approved CONTRACTOR's invoices submitted in accordance with this article and the provisions of Appendix C. The sum of payments shall not exceed allowable compensation stated in Notice(s) to Proceed and no payments shall be made in excess of the maximum allowable total for this Agreement.

A7.2 The CONTRACTING AGENCY will exert every effort to obtain required Funding Agency approvals and to issue authorizations in a timely manner. CONTRACTOR shall not perform any services without a Notice to Proceed therefore. Accordingly, the CONTRACTING AGENCY will not pay the CONTRACTOR for services or associated reimbursable

costs performed outside those which are authorized by a Notice to Proceed.

A7.3 CONTRACTOR's invoices shall be submitted when services are completed or monthly, for months during which services are performed, as applicable, in a format provided by or acceptable to the CONTRACTING AGENCY.

A7.4 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.

A7.5 The CONTRACTOR shall submit a final invoice and required documentation within 90 days after final acceptance of services by the CONTRACTING AGENCY. The CONTRACTING AGENCY will not be held liable for payment of invoices submitted after this time unless prior written approval has been given. Total payment of all Subcontractors and satisfactory compliance with Article A22, Taxes, are conditions precedent to final payment.

ARTICLE A8 CHANGES

A8.1 Changes (including "Supplemental Agreements") in the period of performance, general conditions, statement of services, or other provisions established by this Agreement may be made by written Amendment only. If such changes cause an increase or a decrease in the CONTRACTOR's cost, an equitable adjustment shall be made and specified in the Amendment. The CONTRACTOR shall not perform any additional or extra services prior to receiving a fully executed copy of an Amendment and a Notice to Proceed, except as the CONTRACTOR may be directed under the provisions of Article A20, Claims and Disputes.

A8.2 If at any time the CONTRACTING AGENCY through its authorized representatives, either verbally or in writing, requests or issues instructions for Additional or Extra Services or otherwise directs actions which conflict with any provision of this Agreement, the CONTRACTOR shall, within 30 days of receipt and prior to pursuing such instructions, so notify the CONTRACTING AGENCY in writing, and to the extent possible, describe the services and estimated cost of any Additional or Extra Services. The CONTRACTING AGENCY will then evaluate and, if appropriate, negotiate an Amendment. Unless so notified by the CONTRACTOR, the CONTRACTING AGENCY will conclude such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the CONTRACTOR without such notice.

ARTICLE A9 AUDITS AND RECORDS

A9.1 The CONTRACTOR shall maintain records of performances, communications, documents,

correspondence and costs pertinent to this Agreement and the Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine such records and accounting procedures and practices.

A9.2 The Funding or CONTRACTING AGENCY's authorized representatives shall have the right to examine all books, records, documents and other data of the CONTRACTOR related to the negotiation, pricing and performance of this Agreement and any modification or change for the purpose of evaluating the accuracy, completeness and currency of the data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the data, computations and projections used.

A9.3 The materials described in this article shall be made available at a business office of the CONTRACTOR at all reasonable times for inspection, audit or reproduction, for a minimum of 3 years from the date of any resulting final settlement.

A9.3.1 If this Agreement is completely or partially terminated, records relating to the services terminated shall be made available for a minimum of three (3) years from the date of any termination or resulting final settlement, whichever is later.

A9.3.2 Records which relate to appeals under Article A20, Claims and Disputes, or litigation or the settlement of Claims arising out of the performance of this Agreement shall be made available until such appeals, litigation or Claims have been concluded.*

ARTICLE A10 CONTRACTING AGENCY INSPECTIONS

A10.1 The CONTRACTING AGENCY has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities and activities of the CONTRACTOR as may be engaged in the performance of this Agreement.

ARTICLE A11 TERMINATION OR SUSPENSION

A11.1 This Agreement may be terminated by either party upon 10 days written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the CONTRACTING AGENCY terminates this Agreement, the CONTRACTING AGENCY will pay the CONTRACTOR a sum equal to the percentage of work completed that can be substantiated in whole or in part either by the CONTRACTOR to the satisfaction of the CONTRACTING AGENCY or by the CONTRACTING AGENCY. If the CONTRACTING AGENCY becomes aware of any non-conformance with this Agreement by the CONTRACTOR, the CONTRACTING AGENCY will give prompt written notice thereof to the CONTRACTOR. Should the CONTRACTOR's services remain in non-

conformance, the percentage of total compensation attributable to the nonconforming work may be withheld.

A11.2 The CONTRACTING AGENCY may at any time terminate (convenience termination) or suspend this Agreement for its needs or convenience. In the event of a convenience termination, or suspension for more than 3 months, the CONTRACTOR will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination or suspension plus reasonable expenses. No fee or other compensation for the uncompleted portion of the services will be paid except for already incurred indirect costs which the CONTRACTOR can establish and which would have been compensated for over the life of this Agreement, but because of the termination or suspension would have to be absorbed by the CONTRACTOR without further compensation.

A11.3 If federal funds support this Agreement, settlement for default or convenience termination must be approved by the Funding Agency.

A11.4 In the event of termination or suspension, the CONTRACTOR shall deliver all work products, reports, estimates, schedules and other documents and data prepared pursuant to this Agreement to the CONTRACTING AGENCY.

ARTICLE A12 OFFICIALS NOT TO BENEFIT

A12.1 No member of or delegate to Congress, United States Commissioner or other officials of the Federal, State, Political subdivision or Local Government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom.

ARTICLE A13 INDEPENDENT CONTRACTOR

A13.1 The CONTRACTOR and its agents and employees shall act in an independent capacity and not as officers or agents of the CONTRACTING AGENCY in the performance of this Agreement except that the CONTRACTOR may function as the CONTRACTING AGENCY's agent as may be specifically set forth in this Agreement.

A13.2 Any and all employees of the CONTRACTOR, while engaged in the performance of any work or services required by the CONTRACTOR under this Agreement, shall be considered employees of the CONTRACTOR only and not of the CONTRACTING AGENCY and any and all Claims that may or might arise under the Worker's Compensation Act on behalf of said employees, while so engaged and any and all Claims made by a third party as a consequence of any negligent act or omission on the part of the CONTRACTOR's employees, while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the CONTRACTOR.

A13.3 This Agreement will be declared null and void should the CONTRACTING AGENCY determine that by Internal Revenue Service definitions the CONTRACTOR is an employee of the CONTRACTING AGENCY.

ARTICLE A14 PROSELYTIZING

A14.1 The CONTRACTOR agrees that it will not engage on a full or part time basis, during the period of this Agreement, any person or persons who are or have been employed by the CONTRACTING AGENCY during the period of this Agreement or during the 90 days immediately preceding the date of this Agreement except those who have been regularly retired or approved in writing by the CONTRACTING AGENCY.

ARTICLE A15 COVENANT AGAINST CONTINGENT FEES

A15.1 The CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Federal Department of Labor regulations (29 CFR, part 3), which are incorporated by reference and made a part of this Agreement.

A15.2 The CONTRACTOR warrants that it has not employed or retained any organization or person, other than a bona fide employee, to solicit or secure this Agreement and that it has not paid or agreed to pay any organization or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CONTRACTING AGENCY has the right to annul this Agreement without liability or, in its discretion, to deduct from the allowable compensation the full amount of such commission, percentage, brokerage or contingent fee.

A15.3 The CONTRACTING AGENCY warrants that the CONTRACTOR or the CONTRACTOR's representative has not been required, directly or indirectly as an express or implied condition in obtaining or carrying out this Agreement, to employ or retain, or agree to employ or retain, any organization or person or to make a contribution, donation or consideration of any kind.

ARTICLE A16 PRECEDENCE OF DOCUMENTS

A16.1 Components of this Agreement shall stand and prevail in the following order: Agreement over General Conditions; General Conditions over Statement of Services; Statement of Services over Basis of Compensation; Basis of Compensation over any appendices beyond Appendix C.

A16.2 If a "Request for Proposal" (RFP) and/or a proposal are appended to this Agreement, the components described in paragraph A16.1 shall stand and prevail over the proposal and the proposal over the RFP.

ARTICLE A17
ENDORSEMENT ON DOCUMENTS

A17.1 Endorsements and professional seals, if applicable, must be included on all final drawings, specifications, cost estimates and reports prepared by the CONTRACTOR. Preliminary copies of such documents submitted for review must have seals affixed without endorsement (signature).

ARTICLE A18
OWNERSHIP OF WORK PRODUCTS

A18.1 Work products produced under this Agreement, except items which have pre-existing copyrights, are the property of the CONTRACTING AGENCY. Payments to the CONTRACTOR for services hereunder include full compensation for all work products produced by the CONTRACTOR and its Subcontractors and the CONTRACTING AGENCY shall have royalty free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such work products.

A18.2 Should the CONTRACTING AGENCY elect to reuse work products provided under this Agreement for other than the original project and/or purpose, the CONTRACTING AGENCY will indemnify the CONTRACTOR and its Subcontractors against any responsibilities or liabilities arising from such reuse. Additionally, any reuse of design drawings or specifications provided under this Agreement must be limited to conceptual or preliminary use for adaptation and the original CONTRACTOR's or Subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed and dated by the professional who is in direct supervisory control and responsible for all adaptation.

ARTICLE A19
SUBCONTRACTORS, SUCCESSORS AND ASSIGNS

A19.1 The CONTRACTING AGENCY must concur in the selection of any person or firm that may be engaged in performance of this Agreement to provide negotiable professional or technical services, products, etc., (vs. commodity items available to the general public in stores at market prices).

A19.2 If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by Amendments.

A19.3 The CONTRACTOR shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the CONTRACTING AGENCY.

A19.4 The CONTRACTOR binds itself, its partners, its Subcontractors, assignees and legal representatives to this Agreement and to the successors, assignees and legal representatives of the CONTRACTING AGENCY with respect to all covenants of this Agreement.

A19.5 The CONTRACTOR shall include provisions appropriate to effectuate the purposes of this Appendix A in all subcontracts executed to perform services under this Agreement which may exceed a cost of \$25,000.

ARTICLE A20
CLAIMS AND DISPUTES

A20.1 If the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a Claim by the CONTRACTOR for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of this Agreement, the CONTRACTOR shall immediately inform the Contracts Officer. If the matter cannot be resolved within 7 days, the CONTRACTOR shall, within the next 14 days, submit an "Intent to Claim" in writing to the Contracts Officer.

A20.1.1 If the CONTRACTOR believes additional compensation is warranted, the CONTRACTOR shall immediately begin to keep and maintain complete, accurate and specific daily records concerning every detail of the potential Claim including actual costs incurred. The CONTRACTOR shall give the CONTRACTING AGENCY access to any such record and, when so requested, shall forthwith furnish the CONTRACTING AGENCY copies thereof.

A20.1.2 The Claim, if not resolved, shall be presented to the Contracting Officer, in writing, within 60 days following receipt of the "Intent to Claim". Receipt of the Claim will be acknowledged in writing by the Contracting Officer.

A20.1.3 The CONTRACTOR agrees that unless these written notices are provided, the CONTRACTOR will have no entitlement to additional time or compensation for such act, event or condition. The CONTRACTOR shall in any case continue diligent performance under this Agreement.

A20.2 The Claim shall specifically include the following:

A20.2.1 The act, event or condition giving rise to the Claim.

A20.2.2 The provisions of the Agreement which apply to the Claim and under which relief is provided.

A20.2.3 The item or items of project work affected and how they are affected.

A20.2.4 The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated.

A20.3 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the Agreement provides entitlement to relief to the CONTRACTOR for such act, event, or condition.

A20.3.1 The CONTRACTING OFFICER reserves the right to make written requests to the CONTRACTOR at any time for additional information which the CONTRACTOR may possess relative to the Claim. The CONTRACTOR agrees to provide the Contracting Officer such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the Claim.

A20.3.2 If the Claim is not resolved by Agreement within 90 days of its receipt, the Contracting Officer will issue a written decision to the CONTRACTOR.

A20.3.3 The CONTRACTOR shall certify that the Claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the adjustment to the Agreement for which the CONTRACTOR believes the CONTRACTING AGENCY is liable.

A20.4 The CONTRACTOR will be furnished a written signed copy of the Contracting Officer's decision within 90 days, unless additional information is requested by the Contracting Officer. The Contracting Officer's decision is final unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a written Notice of Appeal to the Commissioner designated on Page 2 of this Agreement.

A20.5 Procedures for appeals and hearings are covered under AS 36.30.625 and AS 36.30.630.

ARTICLE A21 EXTENT OF AGREEMENT

A21.1 This Agreement including appendices represents the entire and integrated Agreement between the CONTRACTING AGENCY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, written or oral.

A21.2 Nothing contained herein may be deemed to create any contractual relationship between the CONTRACTING AGENCY and any Subcontractors or material suppliers; nor may anything contained herein be deemed to give any third party Claim or right of action against the CONTRACTING AGENCY or the CONTRACTOR which does not otherwise exist without this Agreement.

A21.3 This Agreement may be changed only by written Amendment executed by both the CONTRACTING AGENCY and the CONTRACTOR.

A21.4 All communications that affect this Agreement must be made or confirmed in writing and must be sent to the addresses designated in this Agreement.

A21.5 The CONTRACTOR on receiving final payment will execute a release, if required, in full of all Claims against the CONTRACTING AGENCY arising out of or by reason of the services and work products furnished and under this Agreement.

ARTICLE A22 TAXES

A22.1 As a condition of performance of this Agreement, the CONTRACTOR shall pay all Federal, State and Local taxes incurred by the CONTRACTOR and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

ARTICLE A23 GOVERNING LAW

A23.1 This Agreement is governed by the laws of the State of Alaska and Federal and Local Laws and Ordinances applicable to the work performed. The CONTRACTOR shall be cognizant and shall at all times observe and comply with such laws which in any manner affect those engaged or employed in the performance, or which in any way affects the manner of performance, of this Agreement.

ARTICLE A24 FEDERAL AID CERTIFICATION (HIGHWAYS) (For Agreements exceeding \$100,000)

A24.1 The CONTRACTOR certifies, by executing this Agreement, to the best of his or her knowledge and belief, that:

A24.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employees 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 at the extension, continuation, renewal, Amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

A24.1.2 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 in connection with this Federal contract, grant, loan, or cooperative Agreement, the undersigned 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.

A24.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

A24.3 The CONTRACTOR also agrees by executing this Agreement that the CONTRACTOR shall require that the language of this certification be included in all

lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE A25 TRADE RESTRICTIONS

The CONTRACTOR or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONTRACTOR shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONTRACTOR or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally posed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ARTICLE A26 SUSPENSION AND DEBARMENT

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/ proposal.

ARTICLE A27 ADDITIONAL PROVISIONS

(Any deletion or modification of Articles A1 through A26 shall be approved "as to form" by the CONTRACTING AGENCY's legal section, acknowledged in writing, and attached as an Exhibit to this Appendix.)

A27.1

STATEMENT OF SERVICES

APPENDIX B

IRIS Program No:
Federal Project No:
Date Prepared:

NOTE: Please be aware of the following:

For DOT&PF PSAs, the three paragraphs listed below regarding Contractor name on deliverables, Key Project Staff, and the use of Bidtab IV program are **required** within your Statement of Services.

Attached is a two-page sample of standard verbiage for Administrative Requirements that incorporates these two paragraphs. You may use and edit the attached template as appropriate for your services, or use only the following two required paragraphs.

Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"x17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency).

<u>Name</u>	<u>Project Responsibilities</u>
-------------	---------------------------------

**ENTER NAMES OF CONTRACTOR'S &
SUBCONTRACTOR'S KEY STAFF**

The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV program. Access to the program and instructional documentation for the software will be provided to the Contractor.

STATEMENT OF SERVICES

APPENDIX B

IRIS Program No:
Federal Project No:
Date Prepared:

ENTER PROJECT NAME

ARTICLE Bx ADMINISTRATIVE REQUIREMENTS

Bx.1 General. The Contractor shall provide services as identified and authorized by sequentially numbered Notices-to-Proceed. The Contractor shall not perform services or incur billable expense except as authorized by a NTP.

Bx.2 Project Staff. All services must be performed by or under the direct supervision of the following individuals (replacement of, or addition to, the Project Staff named below shall be accomplished only by prior written approval from the Contracting Agency:

<u>Name</u>	<u>Project Responsibilities</u>
-------------	---------------------------------

ENTER NAMES OF CONTRACTOR'S &
SUBCONTRACTOR'S KEY STAFF

Bx.3 Professional Registration. All reports, plans, specification, estimates and similar work products provided by the Contractor shall be prepared by or under the supervision of the Registered Alaskan Engineer or Land Surveyor in responsible charge for the services. These Engineers or Land Surveyors shall be currently registered in the State of Alaska and they shall sign, seal and certify as to the accuracy of each final work product for which they are responsible.

Bx.4 Billing Reports. The Contractor shall provide a two-page (typical) report with each monthly billing for months in which services are performed. The report shall specifically describe the services and other items **for which the billing is submitted**, and shall estimate the percent the services are complete. Any delayed costs from previous billing periods that are included in the current billing must be clearly explained in the report.

Bx.5 Correspondence. All correspondence prepared by the Contractor shall bear the Contracting Agency's assigned Project name and numbers (State & Federal).

Bx.6 Documents and Reports shall be printed with solid black letters that are double spaced on white, 8.5 inch x 11 inch bond or "Xerox Copy" paper. Other size paper may be used for illustrations if they are folded to 8.5 inch x 11-inch size. Original documents and reports shall be printed on one side of the paper only and shall be ready for copying. Documents and reports shall have no black and white photographs, color photographs, or multicolored graphics except as specifically approved by the Contracting Agency. Original, camera ready, copies

of final documents and reports shall be submitted to the Contracting Agency for a check before printing.

B.x.6.1 Copies. When the Contract calls for multiple copies of documents or reports, the copies shall be printed on both sides of the paper. However, the cover and pages with approved illustrations, multicolored graphics, or photographs shall be printed on one side of the page only. All copies - except for originals - shall be bound.

Bx.6.2 Page Numbers. All documents shall be page numbered to allow every major Section, Chapter, Appendix, etc., to begin on a "right hand," odd numbered page.

Bx.6.3 Covers. The cover of all documents and reports shall include the following information:

- Name of document or report.
- Date.
- Indicate whether draft or final.
- Project Name.
- State and Federal Project Number(s).
- Prepared for: Alaska Department of Transportation and Public Facilities.
- Prepared by:
- Map and/or picture of project area.

Bx.7 Contractor Name on Plan Sheets and Documents. No Contractor logos shall be allowed on any electronic or hard copy document produced for the Contracting Agency. The Contractor company name shall be included in the box above or below the engineer's seal on each plan sheet. Documents produced for the Contracting Agency shall include the Contractor's company name at the bottom right of the first page, cover sheet or title sheet only. Contractor letterhead shall be allowed only as exhibits in document appendices. The Contractor name shall be in the same font as other lettering on the plan sheet or document, shall be 1/16" or less in height on 11"X17" plan sheets, and shall be in the following format:

PLANS DEVELOPED BY:
COMPANY NAME

Bx.8 Plans, Maps, and Plats shall be submitted with solid black ink on A1, 841 x 594 mm original vellum or mylar in Contracting Agency format. **Final drawings** shall be on mylar unless another medium is specifically called for in the Contract. All final drawings shall be plotted so that the front surface of the mylar is inkable and erasable. No Kroy lettering or "sticky back" applications shall be used.

Bx.8.1 Right-of-Way Base Maps and the **Right-of-Way Maps** shall be submitted to the Contracting Agency with the scale and layout specified by the Contracting Agency. Final Right-of-Way Base Maps shall be submitted on vellum or mylar. Final Right-of-Way maps shall be on mylar. **Parcel Plats** shall be submitted on paper with a scale that presents the information legibly and clearly in the Contracting Agency's standard A1, 841 x 594 mm format. A title block and border drawing file will be supplied by the Contracting Agency for the Parcel Plats.

Bx.8.2 Drafting. All drawings shall be submitted in either Autocad, current format, or DXF format. All submissions shall include the Autocad drawing files, or DXF drawing files, on CD ROM discs. A standard layering scheme provided by the Contracting Agency shall be used. Failure to adhere to this scheme will be cause for rejection. The drafting procedures shall be as outlined in the Contracting Agency's Highway Design Drafting Manual -- including current metric revisions.

Bx.9 Specifications and Estimates shall be submitted with solid black letters that are double spaced on white, 8.5 inch x 11-inch bond or "Xerox Copy" paper. They shall be printed on one side of the paper only and shall be ready for copying. Specifications and estimates shall contain no graphics and no photographs except as specifically approved by the Contracting Agency.

Bx.9.1 Copies of the Specifications shall be printed on both sides of the paper and shall be bound with a comb binder. Copies of the estimates shall be single sided. For Reviews, copies of estimates shall be included as the first item behind the cover of the Specifications.

Bx.9.2 All Specifications shall also be submitted on CD ROM discs as document files for Microsoft Word current edition or compatible software written for IBM compatible personal computers.

Bx.10 Revisions. The Contractor shall modify work products in response to direction from the Contracting Agency. Corrections, adjustments, or modifications necessitated by the review/approval process, but which do not substantially affect the scope, complexity, or character of the services, shall be considered a normal part of the Contractor's services.

Bx.10.1 Errors and Omissions. Except as described in this Statement of Services, work products shall be essentially complete when submitted to the Contracting Agency. Work products having significant errors or omissions will not be accepted until such problems are corrected.

Bx.10.2 Review Meetings. Following each review the Contracting Agency will provide written comments and may hold a meeting to discuss the issues. The Contractor's personnel who are in-responsible-charge for the work products under review shall attend the meeting and they may be asked to interpret and provide explanations of the content.

Bx.10.3 Comment Resolution. The Contractor shall provide a written response with subsequent submittals that address all written and oral comments from the Contracting Agency. All changes from previous submittals shall be clearly explained.

Bx.11 Reproduction and Distribution. When the contract requires only the original or only one copy of a work product to be delivered, the Contracting Agency will reproduce and distribute any other copies required. Items delivered for reproduction shall be organized and camera ready for copying and not stapled or otherwise bound.

Bx.12 The Contractor shall develop the Estimate for this project using the Department of Transportation & Public Facilities Bidtab IV program. Access to the program and instructional documentation for the software will be provided to the Contractor.

COMPENSATION

APPENDIX C

IRIS Program No:
Federal Project No:
Date Prepared:

C1. Payments will be made on approved invoices submitted for months during which costs are incurred. Except for Fixed Price(s) and Fixed Fees, compensation shall be cost-based on actual costs to the Contractor for providing services. Provisions for Audit are contained in Appendix A.

C2. EXCEPT WHEN PAYMENT IS BY FIXED PRICE, PRIME CONTRACTOR'S LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 45 DAYS OF PERFORMANCE. SUBCONTRACTORS' LABOR AND ASSOCIATED INDIRECT COST SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 60 DAYS OF PERFORMANCE. ALL OF THE CONTRACTOR'S AND SUBCONTRACTORS' OTHER DIRECT COSTS (EXPENSES) SHALL BE INVOICED TO THE CONTRACTING AGENCY WITHIN 90 DAYS OF BEING INCURRED. **CHARGES SUBMITTED AFTER THE ABOVE STATED TIMES WILL, AT THE CONTRACTING AGENCY'S DISCRETION, NOT BE PAID.**

C3. Price proposals and Notices-to-Proceed (NTPs) for this Agreement must conform to the Labor Rates, Indirect Cost Rate(s), Unit Prices, Fee/Profit Arrangements, Estimated Costs, and Price Caps contained in the Exhibits attached to this Appendix C.

C4. Payments are limited to the amount(s) cited in each Notice-to-Proceed (NTP) issued for this Agreement. The Contractor expressly has no right to any payment in excess of each NTP amount.

C5. Final payment to the Contractor may be withheld until a Release from Agreement, on a form prescribed by the Contracting Agency, is executed by the Contractor.

C6. Payments for this Agreement and any Amendment, including Costs and Fee, will be adjusted to exclude any significant sums by which the Contracting Agency finds that payments are increased because the cost or pricing data furnished by the Contractor or prospective Contractor is inaccurate, incomplete, or not current on the date of the Agreement or subsequent submittal date of pricing data (AS 36.30.400).

C7. The following terminology and explanations are applicable to this Agreement; any inconsistencies appearing in this Agreement must be resolved in accordance with the terminology in paragraphs C7.1-C7.6 and C8.

C7.1 Direct Costs of Direct Labor – Base salary and/or wages paid to employees charged directly to this Agreement exclusive of Fringe Benefits or other Indirect Costs and Fees (including profit).

C7.2 Other Direct Costs ("Expenses") – **PRE-APPROVED** unit priced items, actual costs for specific subcontracts identified in this Agreement, and actual costs for the following:

Transportation (economy rate/air-coach);
Food and lodging (Generally, not to exceed agency per diem rates);
Incidental travel expenses; and
- If not recovered in the Indirect Cost Rate - the following:
Equipment and computer use at **PRE-APPROVED** rates;
Specific materials and supplies; and
Other **PRE-APPROVED** direct expenses.

Each Expense is limited to reasonable costs which do not exceed that which would be incurred by an ordinarily prudent person in the conduct of competent business.

C7.3 Indirect Costs – Allowable expenses that, because of their incurrence for common or joint cost objectives, must be allocated to this Agreement 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, the Contracting Agency requires Indirect Costs to be segregated into the following categories: Fringe Benefits, Overhead (General & Administrative Expenses – including Indirect Labor), and Allocated Home Office Overhead (if applicable).

C7.3.1 Fringe Benefits – Costs for items such as:

Vacation time, holidays and authorized leave;
Group and Worker's Compensation Insurance;
Deferred Compensation/Retirement plans;
Social Security and Unemployment Taxes; and
Group Medical plan and Life Insurance Premiums.

C7.3.2 Overhead – Costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc., base salary or wages)
Recruiting expenses, travel, food and lodging;
Rent, heat, power, light and janitorial services;
Office supplies, reproduction costs, communications;
Upkeep and depreciation of equipment and computers;
Rentals of equipment and computers; and,
Business Insurance premiums not billed to clients;

C7.3.3 Allocated Home Office Overhead (if applicable) – Costs for management, supervisory, and administrative functions which benefit separate unit operations.

C7.3.4 Indirect Cost Rate – An established percentage of incurred expenses for Direct Costs of Direct Labor which is used as a basis of compensation for Indirect Costs. Fees or Profit are not included in the Indirect Cost Rate.

C7.4.1 If this Agreement wholly or partially allocates Indirect Costs on other than a Direct Labor dollar basis, a description of the Indirect Cost pools or service centers used, and the Indirect Cost Rates(s) and base(s), shall be attached in an Exhibit to this Appendix C; otherwise, such an allocation shall not be allowed for this contract.

C7.4.2 Indirect Cost Rates may be fixed or provisional and will be established for the duration of the Agreement, fiscal year, or other time period.

C7.4.3 Provisional Indirect Cost Rates or "Fixed/Provisional" Rates require a Contracting Agency approved audit of accounting records after each of the Contractor's or Subcontractor's fiscal years during which they perform work under the Agreement.

C7.5 Non-allowable Costs – Payments 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 billable Direct or Indirect Costs or in the calculation of the Indirect Cost Rate.

Interest and other financial costs
Contributions and donations
Federal income taxes & tax return preparation fees
Deferred state income taxes
Bad debts
Fines and penalties
Entertainment, social club memberships, etc.
Goodwill
Provisions for contingencies
Losses on other contracts and related legal fees
Legal fees, etc., related to contract claims

C7.6 Fee – Profit plus any costs not allocable to this contract. The amount of Fee may be fixed or variable, depending on the method of payment used. Non-

allocable costs shall not be considered by the Contracting Agency when negotiating Fee.

C8. Markup of any costs as compensation for administration, management or handling, etc., is prohibited. Costs of such efforts are included within the elements of Direct Labor and/or Indirect Labor. Compensation for any risk associated with incurring costs is included within Fee (Profit).

C9. The following Exhibits complete this Appendix C (Components of Appendix C – Compensation, shall stand and prevail in the following order: DOT&PF Form 25A280, Exhibit C-1, Exhibit C-2, et al, in the order of their number):

Edit the following choices to delete the inappropriate choice and then delete this instruction.

Choice #1, for a Fixed Price Contract of any amount or a Cost Reimbursement Contract ≤\$250k, exhibits shall include the following:

Exhibit C-1 Method(s) of Payment
Exhibit C-2 NTP & Invoice Summary

OR

Choice #2, for a Cost Reimbursement Contract >\$250k, exhibits shall include the following:

Exhibit C-1 Method(s) of Payment
Exhibit C-2 Cost Reimbursement Price Estimate
Exhibit C-3 Cost Reimbursement NTP & Billing Summary
Exhibit C-4 Cost Reimbursement Billing Detail Form

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No:
Federal Project No:
Date Prepared:

CONTRACTOR shall include the provisions of this form in all subcontracts that 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, covering all business premises and operations used by the Contractor in the performance of services under this agreement. 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 of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

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

<u>Contract Amount</u>	<u>Combined Single Limit, Per Occurrence & Annual Aggregate</u>
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 \$

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 ☐ 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: _____

CERTIFICATION OF COMPLIANCE

APPENDIX E

IRIS Program No:
Federal Project No:
Date Prepared:

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

1. For Procurements over the Small Procurement Limits, **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time designated for award as required by AS 36.30.210(e) for Contractor and all Subcontractors.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(14)) for Architecture, Engineering, Land Surveying or Landscape Architecture (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 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).
4. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (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.

5. **Corporations, limited liability companies, and limited liability partnerships** shall have a valid Certificate of Authorization under 08.48.241 prior to award.
6. **All partners** in a Partnership to provide Architecture, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) that 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. The Contractor certifies that firms or individuals **debarred or suspended by the Department, State or Federal agencies** are not employed or subcontracted under this Professional Services Agreement.

The Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of Appendix D, "Indemnification and Insurance", DOT&PF Form 25A269, as prepared for this Agreement.

I certify that I am a duly authorized representative of the Contractor and that the above requirements will be complied with in full. This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded.

Signature
Name :
Title :

Date

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <http://www.commerce.alaska.gov/web/cbpl/home.aspx>.

RELEASE FROM AGREEMENT

Agreement No:
IRIS Program No:
Federal Project No:

Project Title:

In regards to the Agreement between

hereafter the CONTRACTING AGENCY, and

hereafter the CONTRACTOR, and in consideration of payment by the Contracting Agency of the remaining balance due, to wit the sum of: SEE NOTE

SEE NOTE \$

The Contractor hereby remises, releases and forever discharges the Contracting Agency of and from all manner of debts, dues and sums of money, accounts, claims and demands whatsoever, by law and in equity, for work and services performed under or by virtue of the Agreement. Contractor further certifies that all applicable federal, state and local taxes, have been paid and that all Subcontractors, or persons engaged in performance of the Agreement shall be fully compensated by the Contractor for their work.

NOTE: Contractor shall enter "zero" or amount due in words and figures, and attach an Invoice for any amount due.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION OF COMPLETION

The Contractor hereby certifies that the following DBE were utilized as indicated:

<u>Enterprise</u>	<u>Item(s) of Work</u>	<u>Last Payment Date</u>	<u>Total ALL Payments</u>
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CONTRACTOR

Signature: _____
Name: _____ Date _____
Title: _____

CONTRACTING AGENCY

Signature: _____
Name: _____ Date _____
Title: _____

THE PROFESSIONAL SERVICES COORDINATOR'S OFFICE SHALL PROVIDE A FULLY EXECUTED COPY TO THE (1) CONTRACTS SECTION WHICH MAINTAINS THE AGENCY'S OFFICIAL CONTRACT RECORDS; AND (2) TITLE VI SPECIALIST IN THE DOT&PF CIVIL RIGHTS OFFICE WITHIN TWO WEEKS AFTER SIGNING. THIS ACTION REPLACES THE DBE COMPLETION REPORT.



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

TABLE OF CONTENTS

Form 25A270, Part A - Request for Proposals (RFP)
" " Part B - Submittal Checklist
" " Part C - Evaluation Criteria
" " Part D - Proposal Form
Certification of Eligibility (Ethics Act)
Form 25A257, Pre-Audit Statement
Form 25A269, Indemnification & Insurance

Proposed Statement of Services

Other:

ISSUING OFFICE

Agency Contact & Phone No.....:
Contracting Division

PROJECT

RFP NUMBER :
Project Numbers-State/Federal..... :
Project Site (City, Village, etc.)..... :
Project Title & Contract Description :

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End:

Estimated amount of proposed contract:

☐ Less than \$200,000 ☐ \$200,000 to \$250,000 ☐ \$1,000,000 or greater
☐ \$250,000 to \$500,000 ☐ \$500,000 to \$1,000,000

Proposed Method(s) of Payment:

☐ Fixed Price Plus Expenses (FPPE) ☐ Firm Fixed Price (FFP) ☐ Cost Plus Fixed Fee (CPFF)
☐ 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:

PREVAILING TIME: **4:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

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 in compliance with 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 completion of individual ratings in Part C, Section 1, Technical Proposal, 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.
 - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
 - 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, and 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 BAFOs, 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 website under "Procurement."

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 business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.**

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, Land Surveyors, or Landscape Architects (A/E, LS or LA)) 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. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.

- 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA 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 Federal-aid highway program funding per 23 CFR 172.7 and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.

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 that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. 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 USC 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 at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>

SUBMITTAL CHECKLIST

PART

B

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

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).

- [] 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 on alleged improprieties or ambiguities in a 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 (AS 36.30.565).
- [] 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. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 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 SF330s, 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 #12 and/or #13.
- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations, and be sure to sign and date the Certification. Copies of licenses and registrations 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: . Attached page limit does not include the four-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, unless otherwise noted.
- 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, 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, and Price Proposals**) required is:
- [] 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:

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:

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. Address how proximity to the Project site, *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might *specifically* contribute to the proposed methods.¹ 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:

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, Engineer, Land Surveyor or Landscape Architect, 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, *in proximity to the Contracting Agency's office* ², 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:

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.
- 4.
- 5.

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

Continued Next Page

¹ Delete sentence beginning with "Address how proximity. ..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.

² Delete sentence beginning with "Accordingly, your response..." if any federal funds unless performed by licensed Architects, Engineers or Land Surveyors.

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:

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. Past Performance & Quality Control

6. Weight:

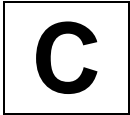
Response must describe previous projects the project team has worked on that are related in size and scope to this project. Describe the dollar amount of the projects and a brief narrative of the successes of the projects. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff was involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects that the respondent has worked on.

Include in your response a description of your firm's quality control process and how this process has affected the quality of your deliverables. Use specific examples.

7. Quality of Proposal

7. Weight:

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.

8. Weight:

9.

9. Weight:

SECTION II - PREFERENCES

10. Disadvantaged Business Enterprises

49 CFR 26

10. Weight:

Option #1

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

Option #2

Generally, weight shall be at least "10" for FAA funded contracts.

A DBE goal has been established for the RFP.

☐ Proposed DBE participation will count towards the Department's Race-Conscious DBE program, or

☐ Proposed DBE participation will count towards the Department's Race-Neutral DBE program.

To be granted this preference, Offeror's response must identify a certified Disadvantaged Business Enterprise firm(s) (DBEs) in their proposal that will participate in the proposed contract services. The proposed DBE must be certified in the category of work proposed as listed in the DBE AUCP Directory in order to be credited for the services in the proposal and given the DBE preference and the DBE certification must be effective as of the proposal due date. Failure to submit adequate information pertaining to the percentage of work proposed to be completed by the DBE when this preference has been given weight may result in "0" points. Offerors should propose a single percentage number. Specifying a range of percentages (for example 5-8%) is not acceptable. If a range of percentages is proposed, the lowest number will be utilized in the calculation to determine the criterion score.

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.us/cvlrts/directory.shtml>.

Response will be scored: Rating x Number of Evaluators x Weight = Criterion Score. Rating will be as follows:

"5" More than 5% DBE Participation;

"3" - 5% DBE Participation;

"1" - Less than 5% but more than 0 % DBE participation;

"0" - No DBE participation.

11. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

11. Weight:

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

(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 32.06, 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).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = 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 certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described 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 (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 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 allowability 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.

12. Labor Billing Rates (Required Format)

12. Weight:

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)

*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)*

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 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%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000)..... 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.

13. Total Price Proposal (Required Format)**13. Weight:**

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.**

Job Classification	Name	Total Hours	Rate(\$/hr)	Proposed Costs (\$)
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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) – 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.**

Item	Quantity	Cost (\$/Unit)	Proposed Costs (\$)
------	----------	----------------	---------------------

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: \$ _____

8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

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 when the prices are from Offerors **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)]..... 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum \$5,000)..... 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] 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.

Alaska Department of Transportation & Public Facilities

PROPOSAL FORM

PART

D

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 :
 Project Title..... :
 RFP No..... :

OFFEROR (CONTRACTOR)

Contractor :
 Street :
 P.O. Box :
 City, State, Zip :
 Alaska Business License Number :
 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 11, 12 & 13 in Part C):
☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **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 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer – 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 contract is awarded as required by AS 36.30.210(e) for Contractor and 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. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. 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(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (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 Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities 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 registration prior to 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, Land Surveying or Landscape Architecture (reference AS 08.48.241) that 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, Land Surveying, or Landscape Architecture **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, Land Surveying, or Landscape Architecture** 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, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl>

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.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

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. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – DBE COMMITMENT

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

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.

RECORD OF NEGOTIATION AND SELECTION (RONS)

Agreement No:
IRIS Program No:
Federal Project No:

Project Title:

Contractor:

PURPOSE/SERVICES/PRICE (WITHIN THIS SPACE, without referencing other documents, provide a clear statement of the final negotiated purpose and services to be obtained. If an Amendment, **briefly** explain why it is necessary and whether it is an anticipated, or unanticipated, new task - or more effort/expense for the original Agreement.)

PRICE: The negotiated maximum total Price for the services in this RONS is:

PREPARED BY

CONCUR

PROCUREMENT OFFICER APPROVAL

Signature: _____
Name/Date: _____
Title: _____

Signature: _____
Name/Date: _____
Title: _____

Signature: _____
Name/Date: _____
Title: _____

This RONS is for:

- ☐ Original Agreement
☐ Amendment
☐ NTP for Term PSA

Number:
NTP No:

Procurement method was:

- ☐ Small Procurement
☐ Competitive Sealed Proposals
☐ Established Agreement
☐ Other _____

IRIS Phase Code

PROCEDURE (WITHIN THIS SPACE, 1) describe the procedure used to obtain proposals for this Agreement, this Amendment or this Term Agreement NTP; and 2) If this RONS is for an Original Agreement or an NTP under a Term Agreement, explain why the Contractor was selected from all of the Offerors - you may reference and attach the Committee Evaluation Report if procurement was by Competitive Sealed Proposals.)

RESIDENCY (CHECK ONE OF THE FOLLOWING)

- ☐ This item is not applicable for Amendments, **OR** NTPs under Term Agreements.
- ☐ The selected contractor is an **ALASKA CONTRACTOR** defined by AS 36.30.990(2) as: (A) Holds a current Alaska Business License; (B) Submits an offer for goods, services, or construction under the name as appearing on that current Alaska Business License; (C) Has maintained a place of business within the State, staffed by the Contractor or an employee of the Contractor, for a period of six months immediately preceding the date of the proposal; (D) Is incorporated or qualified to do business as a corporation under the laws of the State, is a sole proprietorship and the proprietor is a resident of the State, is a limited liability company organized under AS 10.50 and all members are residents of the State, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the State; and (E) If a joint venture, is composed entirely of entities that qualify under (A)-(D).

OR The selected contractor is a **NON-RESIDENT CONTRACTOR** and as per AS 36.30.362, the basis of award is:

- ☐ **Alaska preferences do not apply to this Federally funded contract (AS 36.30.890).**
- ☐ Services cannot be obtained from sources within the State of Alaska.
- ☐ Other (**explain**):

CONCURRENCES - PROTESTS/APPEALS (Summarize **WITHIN THIS SPACE** and attach any pertinent approvals from client/funding agencies or documents concerning protests/appeals.)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) (THIS ITEM MUST BE COMPLETED FOR ALL FEDERALLY FUNDED AGREEMENTS AND AMENDMENTS IF ANY CHANGE TO SUBCONTRACTORS - EVEN IF DBE NOT SOLICITED OR AWARDED FOR THE AGREEMENT OR AMENDMENT):

Contractor is a DBE: ☐ No OR ☐ as follows:
DBE Subcontracts are ☐ None OR ☐ as follows:

<u>Service, Product or Equipment</u>	<u>Name of DBE Firm</u>	<u>DBE Certification Number</u>	<u>Change in Amount - \$ (+/-)</u>	<u>Proposed % / Current %</u>
				/

(CHECK ALL THAT APPLY)

- ☐ This RONS is for a project in which a DBE goal has been established. The DBE goal is: __%
- ☐ This RONS is for an NTP / Indefinite Delivery Contract in which a DBE contractor/subcontractor compensation is changed
- ☐ Not applicable – DBE Goals are not established for Small Procurements
- ☐ Not applicable – This RONS is for an NTP / Indefinite Delivery Contract which does not add, delete or change compensation of DBE firms
- ☐ Not applicable – This RONS is for an Amendment which does not add, delete or change compensation of DBE firms
- ☐ Not applicable – No federal funding

THE PROFESSIONAL SERVICES COORDINATOR'S OFFICE SHALL RECEIVE THIS RONS AND SHALL PROVIDE A SIGNED COPY [AND A COPY OF PAGES 1& 2 OF THE AGREEMENT OR AMENDMENT] TO THE TITLE VI SPECIALIST IN THE DOT&PF CIVIL RIGHTS OFFICE WITHIN TWO WEEKS AFTER CONTRACT AWARD. THIS ACTION REPLACES THE DBE TITLE VI REPORT FOR PROFESSIONAL SERVICES AGREEMENTS.

METHOD OF PAYMENT (WITHIN THIS SPACE, explain why the chosen method(s) are necessary or most appropriate. If Cost Reimbursement method, explain what method(s) are being used.)

☐ Fixed Price or ☐ Cost Reimbursement Contract

TECHNICAL AND PRICE NEGOTIATIONS

READ THIS SECTION CAREFULLY AS IT IS THE MOST SIGNIFICANT REQUIREMENT OF THE RONS

COMPLETE THE TABLE AT THE TOP OF THE NEXT PAGE. If a column is not applicable, explain in the text why it is inappropriate. ESTIMATES MUST BE DEVELOPED INDEPENDENTLY WITHOUT THE SELECTED CONTRACTOR'S ASSISTANCE.

AFTER THE TABLE, describe how the Contractor's Proposal was examined and compared to the Pre-Solicitation Statement of Services and your independent cost estimates. First, to familiarize the reader, present a general discussion of major changes during each negotiation session, then provide important details. Your discussion should focus only on those items/tasks that have a significant cost difference between your estimate and the final amount. For example, a \$100 difference on a \$20,000 task would not warrant discussion while a \$2,400 difference might. Exercise judgment as to what is a significant change, based on the overall value of the contract. Your discussion should include reasons for the difference; i.e., level of expertise, hours per task, transportation and per diem, equipment, specific materials and supplies, etc. that may have been underestimated or overlooked. Identify any significant changes in services that were not included in the Pre-Solicitation Statement of Services or the Contractor's first proposal.

Summarize any special conditions, items to be resolved as work progresses (such as need for additional soils investigation), increases/decreases of subcontractor use, completion of tasks by Phases or any understandings reached that may result in future Amendments.

If hourly labor rates, equipment rates, per diem, or other cost elements were significant negotiation issues for the Contractor and/or Subcontractor, include a discussion of such issues with the explanation of how the final rates, etc. are determined to be reasonable. Identify the Indirect Cost Rates (IDCRs) and how they were established. If possible, briefly summarize information rather than attach numerous copies of correspondence, proposals, work sheets, etc. Keep all materials that may be used for future contract discussions in your project files.

Explain how the Fee (profit) was negotiated; i.e., Fee Objective Work Sheet or other approach. Explain how the final total price was determined to be fair and reasonable.

TECHNICAL AND PRICE NEGOTIATIONS

TASK, SUBTASK, OR ACTIVITY, ETC.	PRESOLICITATION ESTIMATE	PREPROPOSAL ESTIMATE	CONTRACTOR'S FIRST PROPOSAL	NEGOTIATION OBJECTIVES	FINAL AMEND OR PSA AMOUNT
1.					
2.					
3.					
TOTALS >>>					



Alaska Department of Transportation and Public Facilities

SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per
AS 36.30.320 and 2 AAC 12.400

ADDENDUM NUMBER:

Project Title:	Contracting Agency:	
Project Number(s): RFP #:		
Project Site (City, Village, etc.)		
Agency Contact:	Phone:	Fax:

The RFP Package is hereby clarified or changed as follows:

1. Submittal deadline has been changed to: .
- 2.
- 3.
- 4.

All other terms and conditions remain the same.

END OF ADDENDUM

Your participation in this solicitation will be appreciated.



SMALL PROCUREMENT DOCUMENTS

for Construction Related Professional Services - RFP, Proposal & Award per
AS 36.30.320 and 2 AAC 12.400

PART A – REQUEST FOR PROPOSALS

NOTE: State Small Procurement Limit is \$200,000; FHWA/FAA/FTA Small Procurement Limit is \$150,000.

GENERAL INFORMATION

These documents consist of three parts (Part A - Request for Proposals; Part B - Proposal Form; Part C - Contract Award, Notice to Proceed & Invoice Summary), -- **plus the current edition dated of the Standard Provisions Booklet** (DOT&PF Standard Provisions for Small Procurements of Construction Related Professional Services) that is hereby incorporated by reference. The Booklet will not be distributed with any of the three parts; however, a

copy may be obtained on our website at the following link: <http://www.dot.state.ak.us/procurement>. The Booklet contains copies of the Small Procurements Procedure (Chapter 2 of the PSA Manual), Appendix A (General Conditions), Appendix C (Compensation), Exhibit C-1 (Methods of Payment), Appendix D (Indemnification and Insurance), and Appendix E (Certificate of Compliance).

Project Title:		Contracting Agency:	
Project Number(s):		RFP No.	
Project Site (City, Village, etc.)			
Agency Contact:		Phone:	Email:
Estimated Amount of Proposed Contract:		<input type="checkbox"/> less than \$50,000 <input type="checkbox"/> \$50,000 to \$100,000 <input type="checkbox"/> \$100,000 to \$150,000 <input type="checkbox"/> \$150,000 to \$200,000	
Funding Source (check all that apply): <input type="checkbox"/> State <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA <input type="checkbox"/> Other:			
REQUIRED SERVICES: <input type="checkbox"/> are described in the enclosure consisting of pages, dated OR: <input type="checkbox"/> are described as follows:			
<p>Note to Proposers: Any proposer listing as a member of their team a current public officer or a former public officer who has left State service within the past two (2) 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.</p> <p>If required, submit the attached Former Employee's Certification of Eligibility (Form 25A270). The page limit noted below does not include this form.</p>			
<p>Note: Offerors shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the purchasing authority before proposal due date. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based upon any omission, error, or the content of the solicitation will be disallowed if not made in writing before the proposal due date.</p>			
PERIOD OF PERFORMANCE:		Begin:	End:

PROPOSAL FORMAT

Written proposals to provide the required services shall consist of the enclosed "Part B - Proposal Form", completed as indicated, plus a **letter not to exceed five (8.5" x 11") pages**. If a Price Estimate

is required, the page limit does not include the Price Estimate. Proposals that exceed the page limit may be disqualified. Proposals may be sent by fax or electronically as indicated on page 2, or hand delivered to the Contracting Agency.

PRICE AND METHOD OF PAYMENT

☐ **A Price Estimate is NOT required with your proposal.** The selected Offeror shall submit a Price Estimate within **one** business day following a request from the Contracting Agency.

☐ **A Price Estimate is required with your proposal.**

A Price Estimate shall include all tasks to perform the contract and be prepared in the format shown below. Note that a Price Estimate is not a bid. It is a negotiable offer. A Fixed Price contract is desirable; however, a Cost Reimbursement contract may result if a Fixed Price cannot be negotiated.

PRICE ESTIMATE FORMAT (if required per above)

1. * Direct Costs of Direct Labor (DCDL). Provide a table with the following columns (Names required only for key staff and persons "in-responsible-charge"):

Job Classification	Name	Total Hours	Rate (\$/hr) *	Estimated Cost (\$)	Total DCDL \$
--------------------	------	-------------	----------------	---------------------	---------------
 2. * Indirect Costs (IDC). IDC Rate: ____% Total IDC \$
 3. Subcontracts. List each, the amount for each and **attach an estimate in this format for each.** Total Subcontracts \$
 4. Expenses. (Equipment, transportation, food and lodging, reproduction, etc. - if not included in Indirect Costs.) Amounts shall be based on actual cost to the Offeror, without any profit or other markup. Provide a table with the following columns:

Item	Quantity	Cost (\$/Unit)	Estimated Cost (\$)	Total Expenses \$
------	----------	----------------	---------------------	-------------------
 5. * Total Estimated Cost. Sum of DCDL + IDC + Subcontracts + Expenses. Total Cost \$
 6. * Proposed Fee. List a proposed **amount** (not a percentage) for profit. Fee \$
 7. Total Estimated Price. Sum of Total Estimated Cost plus Proposed Fee. Total Price \$
- * Sole proprietorships and small firms that do not maintain an accounting system that separately identifies costs for "payroll" benefits and overhead, for routine allocation of such costs to jobs, may omit items 2, 5, & 6 if the Rates (\$/hr) in Item 1 are proposed as Billing Rates (DCDL + IDC + FEE). **Firms that routinely allocate Indirect Costs to projects may not use Billing Rates for this estimate.**

SUBMITTAL DEADLINE AND LOCATION

DATE: PREVAILING TIME: FAX OR EMAIL:

Hand deliver proposal directly to following location, and person, if named; or email to address above:

Late proposals will not be considered. **Offerors** are responsible to assure timely delivery and receipt and **are encouraged to respond at least four business hours prior to the above deadline.** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will **not** be provided. (An out-of-town/state Offeror may also electronically transmit their proposal to a local personal representative who may reproduce a copy of it and deliver it "in person" to the submittal location prior to the deadline.)

BASIS OF SELECTION

This solicitation does not guarantee that a contract will be awarded. All proposals may be summarily rejected. Our intent, however, is to select a Contractor based on the following criteria:

- 1) Demonstrated comprehension of required services and proposed strategy for performance.
- 2) Relevant experience and credentials of proposed personnel including any subcontractors.
- 3) Reasonableness of proposed schedule for performance.
- 4) Price Estimate (**if** required with proposal).
- 5) Other (specify):

Proposals will be evaluated per Chapter 2 of the DOT&PF PSA Manual.

END OF PART A

**Former Employee's Certification of Eligibility
Under the Alaska Executive Branch Ethics Act
(AS 39.52.140, AS 39.52.180)**

I am a former employee of the State of Alaska and left state service within the last two years. My last position with the state was [job title] with the [name of state agency and administrative unit]. I propose to work on [describe state contract or other matter] on behalf of [name of current employer]. This work will not involve any matter (a) that was under consideration by the state administrative unit that I served, and (b) in which I participated personally and substantially during my state service through the exercise of official action ("official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction). I am therefore eligible to participate in this [contract or matter] under the Alaska Executive Branch Ethics Act. I also understand that as a former public officer I may not disclose or use information acquired in the course of my official duties that could in any way result in a benefit to me or my family, if the information has not been disseminated to the public, or that is confidential by law, without appropriate authorization.

I certify under penalty of perjury that the foregoing is true.

Dated: _____, 20____, at _____, Alaska.

[name of former state employee]

STATE OF ALASKA)
) ss.
_____) JUDICIAL DISTRICT)

On this _____ day of _____, 20__, [*name of former state employee*], whom I know to be the individual described in and who executed this certification, personally appeared before me and acknowledged that [s]he signed the certification as [*her or his*] free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.

Notary Public in and for Alaska
My commission expires: _____

If no notary or other official (judge, magistrate, U.S. postmaster or municipal clerk) is available, omit the notary certificate and include the following statement in the text: A notary or other official empowered to administer oaths is unavailable.



SMALL PROCUREMENT DOCUMENTS PART B - PROPOSAL FORM

THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.

Project Title:
RFP No.:

PROPOSAL REQUIREMENTS

Proposals shall demonstrate comprehension of the objectives and services for the proposed contract; include a brief overview of what will be done; and show a sequence and schedule for each important task. Assumptions made in formulation of the proposal and the support expected from the Contracting Agency shall be defined. The key individuals who will perform services shall be named (including all who would be "in responsible charge" (Ref: AS 08.48) for Architecture, Engineering, Land Surveying and/or Landscape Architecture

with their Alaska registration number). Include a brief – about one paragraph – statement for each person named that describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources; e.g., support personnel, facilities, equipment, current and projected workload could be summarized. Any **unique** qualifications or knowledge of the project, project area, or services to be provided, should be identified.

ALASKA STATUTORY PREFERENCES

☐ are ☐ are not applicable to this contract.

If applicable, check those preferences that you (Offeror) claim.

☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND >>** ☐ Employment Program **OR** ☐ Disabled Persons
2 AAC 12.260(d) AS 36.30.175 if applicable AS 36.30.170(c) AS 36.30.170 (e & f)
Invalid claim(s) will result in the Offeror's disqualification for contract award.

PROPOSAL

The undersigned has reviewed Part A – RFP of these documents, understands the instructions, terms, conditions, and requirements contained therein and in the Standard Provisions Booklet, and proposes to provide the required services described in Part A in accordance with the attached letter which constitutes our proposal to complete the project.

By my initials below, I certify that the Offeror and all Subcontractors identified in the Proposal shall comply with all requirements for the following items as explained in the Standard Provisions Booklet:

- [] Certification of Compliance (Alaska Licenses and Registrations, and Certifications).
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - ☐ As available.
 - ☐ Minimum of \$300,000.
 - ☐ Minimum of \$500,000.
- [] Certification for Federal-Aid Contracts Exceeding \$100,000 (DOT&PF Form 25A262 Appendix A, General Conditions)

For Small Procurements over \$50,000, by signature on this form, the Offeror certifies that all services provided under this contract by the Contractor and all Subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the Offeror must contact the Contracts Officer to request a waiver at least 24 hours prior to proposal deadline. The Offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to

comply with this requirement may cause the state to reject the proposal as non-responsive, or cancel the contract.

I further certify that I am a duly authorized representative of the Offeror; that this Proposal accurately represents capabilities of the Offeror and Subcontractors identified for providing the services indicated. I understand that these Certifications are material representations of fact upon which reliance will be placed if this contract is awarded and that 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 Offeror and Subcontractors. This proposal is valid for at least ninety (90) days.

Signature **and Date**

Name.....:
Title.....:
Offeror (Firm).....:
Street or PO Box.....:
City, State, Zip.....:
Telephone - Voice.....:
Telephone - Fax.....:
Email.....:

Federal Tax Identification No.:

Type of Firm (Check one of the following):

- ☐ Individual ☐ Partnership
- ☐ Corporation in state of.....:
- ☐ Other (specify)

END OF PART B

Alaska Department of Transportation & Public Facilities
INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING

1. Agency Contract Manager – The Small Procurement Documents are organized for ***only one Notice-to-Proceed (NTP) to be issued with the Contract Award for all services to be provided so that accounting procedures do not become unnecessarily burdensome and costly*** (i.e., the Contractor is required to establish only one cost account for this contract). Also, this document (Part C – Contract Award, Notice to Proceed & Invoice Summary) must be issued and signed by the Contracting Officer (or a written designee per DOT&PF Policy #01.01.050). All items with a text form field must be complete at the time this document is issued. Other items are completed by the Contractor with each billing. *Note: If a revised NTP is required, do not reissue this document; use the "c-2 ntp" or "c-3-cr.ntp" form.*
 2. Contractor – If this Contract Award & NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on page 1 ***on a copy*** of this document and return the signed copy within ten days after your receipt. ***Retain the unmarked, as issued, document to be used for reproduction and billing.***
 3. Contractor – Submit Invoices to the Agency Contract Manager named on page one of this document. Contractor may use the firm's invoice forms; however the Contractor must also ***provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries under "Invoice Summary" and "Contractor's Payment Request" accurately completed:***
 - a) Indicate if the Invoice is for Progress or Final Payment and enter the Sequential Invoice Number for this Contract.
 - b) In each column (c, d, e, f & g) where there is an Authorized Amount, show amounts for: Prior APPROVED Payments; THIS INVOICE; Prior Payments plus this Invoice; and Balance of Authorized Amounts.
- Note** ***"Prior APPROVED Payments" amounts might not equal the total of all prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from the billing was paid without any notification of the reason(s), Contractor may attach a request for an explanation and remedial action.***
4. Contractor – Sign and date under "CONTRACTOR'S PAYMENT REQUEST" thereby attesting to the following:

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
 5. Contractor – Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc., or other proof of expenditures.
 6. Contractor - ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
 7. Contractor – When this Contract is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract.
 8. Amendments – if required – will be issued per Article A8 of Appendix A, General Conditions, as contained in the Standard Provisions Booklet.

END OF PART C



Alaska Department of Transportation & Public Facilities

**SMALL PROCUREMENT
DOCUMENTS PART C -
CONTRACT AWARD, NOTICE
TO PROCEED & INVOICE SUMMARY**Agreement No.....:
IRIS Program No:
Federal Project No.....:

Contractor:

Project Title:

CONTRACT AWARD & NOTICE TO PROCEED

You have been awarded this Agreement in accordance with Parts A, B & C of these documents and the following correspondence:

From

Date :

To

Number of Pages :

Subject.....:

This Agreement includes the Small Procurement Standard Provisions Booklet dated _____ hereby incorporated by reference. If you do not have a copy of the Standard Provisions Booklet, obtain one from the Contracting Agency. You are authorized to proceed with performance of this contract immediately and are required to complete it not later than:

The Agency Manager for this Contract is:

Telephone:

Email:

Compensation for this Contract shall be by the method(s) and not exceed the authorized amount(s) shown in the Invoice Summary (below):.

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by:

Accepted for the Contractor by:

Signature
Name:

Date

Signature
Name:

Date

BILLING SUMMARYThis Invoice is for [] Progress OR [] Final Payment. **Sequential Invoice # for this Agreement is: []**.

Total Contract Amounts	Task Description	Meth of Pay	Authorized To - Date	Prior Aprv'd Payments	This Billing	Total To - Date
	Total Authorized Amount for All Tasks					
	Sum of Prior APPROVED Payments					
	Sum for THIS INVOICE					
	Sum of Prior Payments and this Invoice					
	Balance of Authorized Amount					

PAYMENTPhase CodeActivity CodeTemplate CodeObject Code**CONTRACTOR'S PAYMENT REQUEST:**Signature
Name:

Date

(Contractor's Project Manager)

PAYMENT RECOMMENDED: I certify this Invoice to be valid and accurate and that services were performed substantially in conformance with the contract requirements and schedule.

PAYMENT APPROVED: Based upon the payment recommendation and certification, I hereby approve payment.

Signature
Name:

Date

Signature
Name:

Date

SEE INSTRUCTIONS ON NEXT PAGE

Alaska Department of Transportation & Public Facilities
INSTRUCTIONS FOR AGENCY ISSUE AND CONTRACTOR BILLING

1. Agency Contract Manager – The Small Procurement Documents are organized for ***only one Notice-to-Proceed (NTP) to be issued with the Contract Award for all services to be provided so that accounting procedures do not become unnecessarily burdensome and costly*** (i.e., the Contractor is required to establish only one cost account for this contract). Also, this document (Part C – Contract Award, Notice to Proceed & Invoice Summary) must be issued and signed by the Contracting Officer (or a written designee per DOT&PF Policy #01.01.050). All items with a text form field must be complete at the time this document is issued. Other items are completed by the Contractor with each billing. *Note: If a revised NTP is required, do not reissue this document; use the "c-2 ntp" or "c-3-cr.ntp" form.*
2. Contractor – If this Contract Award & NTP is unacceptable, notify the Contracting Agency immediately. If acceptable, acknowledge by signature where indicated on page 1 ***on a copy*** of this document and return the signed copy within ten days after your receipt. ***Retain the unmarked, as issued, document to be used for reproduction and billing.***
3. Contractor – Submit Invoices to the Agency Contract Manager named on page one of this document. Contractor may use the firm's invoice forms; however the Contractor must also ***provide a copy of page one of this form as the FACE PAGE of each invoice submitted and with the following entries under "Invoice Summary" and "Contractor's Payment Request" accurately completed:***
 - a) Indicate if the Invoice is for Progress or Final Payment and enter the Sequential Invoice Number for this Contract.
 - b) Entries in the following columns: Prior Aprv'd Payments, This Billing, and Total to Date for each Task Group; plus the SUM TOTALS for: Authorized To-Date, Prior APPROVED Payments, THIS INVOICE, Prior Payments plus this Invoice, and Balance of Authorized Amount.

Note ***"Prior APPROVED Payments" amounts might not equal the total of all prior invoices if some items were disallowed or adjustments were made. If a prior billing has not been acknowledged with any payment, or a different amount from the billing was paid without any notification of the reason(s), Contractor may attach a request for an explanation and remedial action.***

4. Contractor – Sign and date under "CONTRACTOR'S PAYMENT REQUEST" thereby attesting to the following:

"By signature hereunder, the Contractor certifies entries to be true and correct for the services performed to date under or by virtue of said Contract and in accordance with AS 36.30.400. The Contractor further certifies that all applicable Federal, State and Local taxes incurred by the Contractor in the performance of the services have been paid and that all Subcontractors engaged by the Contractor for the services included in any invoice shall be fully compensated by the Contractor for such services."
5. Contractor – Substantiate all charges on each invoice, other than for Fixed Prices or Fixed Fees, by attaching a summary of hours expended and hourly labor rate per employee; summary of units completed; subcontractor invoices; expense receipts, etc.; or other proof of expenditures.
6. Contractor – ***Prime Contractor's Labor and Indirect Cost shall be billed to the Contracting Agency within 45 days of performance. Subcontractors' Labor and Indirect Cost shall be billed to the Contracting Agency within 60 days of performance. All of the Contractor's and Subcontractors' Other Direct Costs (Expenses) shall be billed to the Contracting Agency within 90 days of being incurred. Charges submitted after the above stated times will, at the Contracting Agency's discretion, not be paid.***
7. Contractor – When this Contract is approximately 75% complete, the Contractor shall determine if the Authorized Amount(s) might be exceeded; and, if so, shall provide an estimate of cost to complete. The Contracting Agency will determine after discussion with the Contractor if additional cost is reasonable and does not include costs that should be absorbed by the Contractor. If additional cost is validated, a negotiated Amendment will be executed which either (1) reduces the scope of services/work products required commensurate with the Authorized Amount(s), or (2) increases the Authorized Amount(s) to that required for completion of the original contract.
8. Amendments – if required – will be issued per Article A8 of Appendix A, General Conditions, as contained in the Standard Provisions Booklet.

END OF PART C

STANDARD PROVISIONS BOOKLET

EDITION DATE: January 2018

(DOT&PF STANDARD PROVISIONS FOR SMALL PROCUREMENTS OF CONSTRUCTION RELATED PROFESSIONAL SERVICES)

<u>Item</u>	<u>Current Date</u>
Small Procurements (Chapter 2 of DOT&PF PSA Manual)	January 2018
General Conditions (Appendix A to DOT&PF Standard PSA package)	January 2018
Compensation (Appendix C to DOT&PF Standard PSA package)	January 2018
Compensation (Appendix C, Exhibit C-1, to DOT&PF Standard PSA package)	January 2018
Indemnification and Insurance (Appendix D to DOT&PF Standard PSA package)	January 2018
Certification of Compliance (Appendix E to DOT&PF Standard PSA package)	January 2018

State of Alaska
Department of Transportation & Public Facilities
WAIVER REQUEST

Send waiver requests over the Small Procurement Limit to: DOT&PF Chief Contracts Officer; 3132 Channel Drive (Mail Stop 2500); Juneau, Alaska 99801-7898

Fax to: 1 (907) 586-8365; For Information: 1 (907) 465-6990

Requesting Department/Division:		Date:	Bid Waiver Number (FOR HQ USE ONLY)						
Project Number(s) IRIS/Federal:	Estimated Price:	Signature of Requesting Procurement Officer:							
Project Name:		Person to Contact (Project Manager & Telephone Number):							
Part 1 - Type of Procurement Method: <table border="0"><tr><td><input type="checkbox"/> Competitive Sealed Bid</td><td><input type="checkbox"/> Competitive Sealed Proposal</td><td><input type="checkbox"/> * Limited Competition</td></tr><tr><td><input type="checkbox"/> * Emergency</td><td><input type="checkbox"/> * Single Source</td><td><input type="checkbox"/> Small Procurement</td></tr></table> <p>* Regardless of the contract amount, any purchase using Emergency, Single Source or Limited Competition procurement must be assigned a Bid Waiver Number and PART 6 of this form must be completed for each resulting contract.</p>				<input type="checkbox"/> Competitive Sealed Bid	<input type="checkbox"/> Competitive Sealed Proposal	<input type="checkbox"/> * Limited Competition	<input type="checkbox"/> * Emergency	<input type="checkbox"/> * Single Source	<input type="checkbox"/> Small Procurement
<input type="checkbox"/> Competitive Sealed Bid	<input type="checkbox"/> Competitive Sealed Proposal	<input type="checkbox"/> * Limited Competition							
<input type="checkbox"/> * Emergency	<input type="checkbox"/> * Single Source	<input type="checkbox"/> Small Procurement							
Part 2 - Specific description of procurement requirements to be waived: For example time of advertisement, public notice, selection process, record keeping, etc.									
Part 3 - Project Description: Provide the following information: 1) The contract requirements with attached schematics, planning documents, or narratives as appropriate. 2) A cost estimate that is linked to the contract requirements. Identify funding source: (General Fund, Bond, Federal, etc.) and if Federally funded attach copy of Federal approval. 3) A time line depicting the project schedule from inception to completion. 4) List all agency officials with oversight or supervisory responsibility for the project. Attach separate page(s) if necessary.									
Part 4 - Justification: Provide the following information: 1) Need for construction or services. 2) Reason(s) for agency's inability to conform with standard procurement methods. 3) Statutory or Regulatory authorization (if other than budgetary process) for construction or services. 4) Impact on project if waiver is not approved -- explain in detail. 5) Any other documentation/ justification the agency feels would be helpful in evaluating the request. Attach separate page(s) if necessary.									

Recommended: ☐ Approval ☐ Disapproval ☐ Other ☐ Return for other/further action as noted above.

Date:

Part 6 - Record of procurement: submit a completed copy of this entire form to the Chief Contracts Officer within 15 days of executing the contract. When multiple contracts are awarded under an emergency procurement, information pertaining to all contracts must be reported. Under such circumstances, attach additional information in the format below - for each contract.

This PART 6 prepared by: _____ Date: _____