

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

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 March 2014 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 (Certification for Licenses and Insurance).

Project Title: Engineering Services for Construction of a Polluted Soil Monofill		Contracting Agency: DEC- Division of Spill Prevention and Response, Contaminated Sites Program	
Project Number(s): RFP #: 170007330			
Project Site (City, Village, etc.) Wrangell, Alaska			
Agency Contact: Sally Schlichting, SE Unit Manager		Phone: 907-465-4076 Fax: 907-465-5210	
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 checked="" type="checkbox"/> \$150,000 to \$200,000	
Funding Source (check all that apply): <input checked="" type="checkbox"/> State <input type="checkbox"/> FHWA <input type="checkbox"/> FAA <input type="checkbox"/> FTA <input type="checkbox"/> Other:			
REQUIRED SERVICES: <input checked="" type="checkbox"/> are described in the enclosure consisting of 480 pages, dated June 2017 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: July 2017 End: June 2018	

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 faxed 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"):

<u>Job Classification</u>	<u>Name</u>	<u>Total Hours</u>	<u>Rate (\$/hr) *</u>	<u>Estimated Cost (\$)</u>	<u>Total DCDL \$</u> _____

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:

<u>Item</u>	<u>Quantity</u>	<u>Cost (\$/Unit)</u>	<u>Estimated Cost (\$)</u>	<u>Total Expenses \$</u> _____

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: **July 14, 2017**

PREVAILING TIME: 4:00pm

FAX #1: 907-269-3061

Transmit electronically to the following person:

Natalie Wolfe, Procurement Officer Division of Administrative Services, ADEC at natalie.wolfe@alaska.gov, (907)269-0291.

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.

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

**SMALL PROCUREMENT DOCUMENTS
PART B - PROPOSAL FORM****THIS COMPLETED FORM MUST BE THE FIRST PAGE. NO OTHER COVER SHALL BE USED.**

Project Title: Engineering Services for Construction of a Polluted Soil Monofill
RFP No.: 170007330

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 and/or

Land Surveying with their Alaska registration number). Include a brief -- about one paragraph -- statement for each person named which describes **experience directly related** to the service(s) they will perform. Proposed subcontracts, if any, shall be explained. Resources -- support personnel, facilities, equipment, etc. -- 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:

- [] Alaska Licenses and Registrations.
- [] Insurance, including Workers' Compensation, Comprehensive or Commercial General Liability, and Comprehensive Automobile Liability.
- [] Professional Liability Insurance as follows:
 - ☐ As available.
 - ☒ Minimum of \$300,000.
- [] 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 days.

Signature **and Date**

Name.....:
Title:
Offeror (Firm):
Street or PO Box.....:
City, State, Zip.....:
Telephone - Voice:
Telephone - Fax.....:

Federal Tax Identification No.:

Type of Firm (Check one of the following):

- ☐ Individual ☐ Partnership
- ☐ Corporation in state of.....:
- ☐ Other (specify)

END OF PART B

STATEMENT OF SERVICES

APPENDIX B

Project No: 170007330 Date Prepared: June 27, 2017

The DEC is soliciting qualifications from Southeast Alaska firms to provide construction engineering inspection services throughout the construction of the monofill which will be performed by a DEC term contractor and according to the repository construction design specifications developed by EPA's START contractor. Services to be provided by the engineering inspection firm are fully detailed in Design Package for the Wrangell Junkyard Repository Site, prepared by Ecology and Environment (E&E) under the Environmental Protection Agency (EPA) Superfund Technical Assessment and Response Team (START), June 2017, and included herein as an attachment, available at:

<http://dec.alaska.gov/spar/csp/RFPWebsiteDocuments/WrangellJunkyardRepository-BasisofDesignandDesignPackage.pdf>

In addition the firm shall comply with each of the following:

1. Adherence with all applicable federal, state, and local laws and ordinances.
2. The selected firm shall not have a conflict of interest with the property owner, an operator, or any potential responsible party associated with the subject property(ies).
3. Project work shall be performed by qualified personnel, experienced with work of the nature described herein.
4. Materials and equipment purchased for the project but not consumed or disposed of during the project will become the property of the State.
5. Any conflicting technical requirements between the referenced documents and/or the statement of work will be resolved in negotiation with the DEC Project Manager and the Issuing Office.
6. Should the effort of this project, within this scope of work, develop into more than originally anticipated, DEC reserves the right to increase the time, scope, or cost of the contract as agreed upon and memorialized through a written amendment.

**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.



Alaska Department of Transportation & Public Facilities

**SMALL PROCUREMENT
DOCUMENTS PART C -
CONTRACT AWARD, NOTICE
TO PROCEED & INVOICE SUMMARY**Agreement Number :
AKSAS Project Number :
Federal Project Number :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 :
To :
Subject..... :Date :
Number of Pages :

This Agreement incorporates by reference the Small Procurement Standard Provisions Booklet dated . 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-(Voice):

Fax:

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 _____ Date _____
Name: _____Signature _____ Date _____
Name: _____**INVOICE SUMMARY**

This Invoice is for [] Progress OR [] Final Payment.

Sequential Invoice Number for this Contract is: [].

* Each firm may be compensated for this Contract by only one of the following Methods of Payment (as explained in the Standard Provisions Booklet):

Fixed Price (FP) Amounts entered in Columns "c" and "g" only Cost Plus Fixed Fee (CPFF) Columns "c", "d", "e", "f" and "g"

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
Total Contract Amounts Authorized for All Firms						
Sum of Prior APPROVED Payments						
Sum for THIS INVOICE						
Sum of Prior Payments plus this Invoice						
Balance of Authorized Amounts						

PAYMENTCollocation CodeProgram CodeLedger CodeAccount Code**CONTRACTOR'S PAYMENT REQUEST:**Signature _____ Date _____
Name: _____ (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 _____ Date _____
Name: _____Signature _____ Date _____
Name: _____

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.
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