INVITATION TO BID

INVITATION NUMBER 2519H034

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, Alaska 99801

THIS IS NOT AN ORDER

DATE ITB ISSUED: January 14, 2019

ITB TITLE: Crash Data Entry Services - Federally Funded

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING AND PROCUREMENT OFFICE FROM WHICH THEY WERE ISSUED AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM (ALASKA TIME) ON FEBRUARY 5, 2019 AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See ITB **DELIVERY DATE**: See ITB

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

Buky Lattung Becky Gattung CONTRACTING OFFICER	COMPANY SUBMITTING BID	FEDERAL TAX ID NUMBER
TELEPHONE NUMBER: 907-465-8949	AUTHORIZED SIGNATURE	TELEPHONE NUMBER
FAX NUMBER: 907-465-2024		
EMAIL: becky.gattung@alaska.gov	PRINTED NAME	DATE

STANDARD TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS:

- 1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.
- 2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.
- **3. SUBMITTING BIDS**: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

Bidder's Return Mailing Address:

Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, Alaska 99811-2500

Physical Address: 3132 Channel Dr., Suite 350, Juneau, AK 99801

ITB No.:2519H034

Opening Date: February 5, 2019

- **4. PRICES**: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal Internal Revenue Code of 1986 (IRC), Section 4121 on the purchase of coal;
 - "Gas Guzzler" IRC, Section 4064 on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo IRC, Section 4271 on the purchase of property transportation services by air;
 - Air Passenger IRC, Section 4261 on the purchase of passenger transportation services by air carriers.
- **5. VENDOR TAX ID NUMBER:** If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.
- **6. FILING A PROTEST**: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

- **1. AUTHORITY**: This ITB is written in accordance with AS 36.30 and 2 AAC 12.
- 2. COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- **4. SPECIFICATIONS**: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
- 5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

STANDARD TERMS AND CONDITIONS

- **8. CONSOLIDATION OF AWARDS**: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- **9. CONTRACT FUNDING**: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- **10. CONFLICT OF INTEREST**: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 1. 12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.
- 13. FORCE MAJEURE: (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.
- 15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- **16. DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- **2. 17. DISPUTES**: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 632.
- **18. CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SPECIAL CONDITIONS:

- 1. ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.
- **2. BILLING INSTRUCTIONS**: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- **3. CONTINUING OBLIGATION OF CONTRACTOR**: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

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ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. For information in obtaining applicable licenses, offerors should contact the Department of Community and Economic Development, Division of Corporations, Business and Professional Licensing:

Website: https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx

Phone: (907) 465-2550 Email: <u>license@alaska.gov</u>

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the bidder has applied and paid for the Alaska business license.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Commissioner's Office at one of the following numbers no later than 10 days prior to bid opening to make any necessary arrangements.

Telephone: (907) 465-8949 Fax: (907) 465-3124

Callers with telephone accessibility needs are encouraged to call the Alaska Relay Service. The Alaska Relay Service provides telephone accessibility to people who are deaf, hard-of-hearing or speech disabled. Callers should be prepared to provide the specific phone number at the Department of Transportation & Public Facilities that they wish to call:

Alaska Relay Service Phone Numbers and websites:

Voice or TTY: dial 711 (if voice, wait on line for representative to answer)

TTY: 1-800-770-8973 (text only)

Voice: 1-800-770-8255

VCO Direct: 1-800-770-6108 (Voice Carry Over)

ASCII: 1-800-770-3919

STS: 1-866-355-6198 (Speech to Speech)

Spanish: 1-866-355-6199

IP Relay: www.sprintrelayonline.com (Internet Relay)

Website: www.AlaskaRelay.com

COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

[Note: This policy does not apply to contracts for "supplies" as defined under AS 36.30.990 (24)]

HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: http://www.state.gov/g/tip/.

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in a term contract for large batch data entry services for the Department of Transportation & Public Facilities (DOT/PF), Division of Program Development.

FEDERAL CONTRACT PROVISIONS:

Required Contract Provisions for Federal-Aid (FHWA) Contracts, [Form #25D-55 H (2/16), pages 1-13] are attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:

The funding of the resultant contract will be provided by the U.S. Federal Highways Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment

and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

Statement of Financial Assistance: This Procurement is subject in part to financial assistance grants agreement between the State of Alaska and both the U.S. Department of Transportation and the Federal Aviation Administration.

Sec. 36.30.890. Federal Assistance

If a procurement involves the expenditure of federal funds or federal assistance and there is a conflict between a provision of this chapter or a regulation adopted under a provision of this chapter and a federal statute, regulation, policy, or requirement, the federal statute, regulation, policy, or requirement shall prevail.

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure or federal funds or requires federal assistance and there is a conflict between a provision of this chapter and federal statute, regulation, policy, or requirement, the procurement officer shall comply with the federal statute, regulation, policy, or requirement. Authority: AS 36.30.040; AS 36.30.890

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also serves as notice of the State's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be emailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of the Contracting Officer of record within the Department of Transportation, Statewide Contracting & Procurement.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act 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 and the following

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.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement 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 state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

<u>Workers' Compensation Insurance</u>: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

<u>Commercial General Liability Insurance</u>: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

<u>Commercial Automobile Liability Insurance</u>: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those which could affect price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for nonresponsiveness.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided

for in this section. The Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The Contractor must promptly notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the State or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the State to the Contractor or a Contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the Contractor or a Contractor agent in the performance of this contract. Confidential information includes all police and driver vehicle crash reports.

All paper reports shall remain in the Contractor's possession within locked storage (locker, cabinet, room, etc.) until returned to DOT&PF. The DOT&PF reserves the right to inspect the Contractor's premises at any time to ensure compliance. All electronic reports shall be secured on one workstation so as to prevent unauthorized use.

If the vendor suspects theft or unauthorized/illegal use of report forms they must report the matter to the DOT&PF Project Manager immediately.

CONTRACT PERIOD: From date of award through February 28, 2020 with the option to renew for three (3) additional one year terms under the same terms and conditions, as the original contract. Renewals to be exercised solely by the State.

DOT&PF is currently under contract with a data entry firm to process the forms through September 30, 2019. Due to added requirements to the scope of work, this solicitation will replace the existing contract following a 30-day advance written notice of cancellation to our current contract holder. This notice will be provided timely during the solicitation process to impact the work as little as possible.

CONTRACT PRICE WITH CPI ADJUSTMENT: Contract prices are to remain firm through January 31, 2020. Contract prices may be adjusted annually beginning on February 1, 2020 if the Contractor requests in writing, 30 days prior to the renewal date. Retroactive adjustments will not be allowed. If a contractor fails to request a CPI price adjustment 30 days prior to the renewal date, the adjustment will be effective 30 days after the state receives the written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, Services in Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June 2019); and each (January through June six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate.

PRICE DECREASES: During the period of the contract all price decreases experienced by the Contractor must be passed on to the State. A Contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

ESTIMATED QUANTITIES: The quantities referenced in this bid are the State's estimated annual requirements and may vary more or less from the actual quantities. The State does not guarantee any minimum or maximum purchase.

DELIVERY: Source forms shall be sent to the Contractor in Adobe PDF files. The Contractor shall process forms according to the processing frequency as specified in the Specifications, Application Information.

BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a Certified or Cashier's check in the amount of \$5,000.00 made payable to the State of Alaska. The bid guarantee of each bidder will be returned as soon as practical after award has been made.

Bidders must submit their bid guarantee with their bid in order to be considered responsive.

INVOICES: The Contractor must submit monthly invoices. Invoice must identify the Contract No., the billing period and the number of crash forms processed for the billing period. No payment shall be made until invoices have been reviewed and approved by the Project Manager. Invoices must be submitted to:

DOT/PF/ Div. of Program Development Attn: Tammy Kramer P.O. Box 112500 Juneau AK 99811-2500

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of State agencies when third party financing agreements are permitted, they will not be allowed under this contract.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the delivered product. The State will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.

SERVICE CONTRACT DEFICIENCIES: The Contractor's failure to provide a service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SDC) to the Contractor. The SDC will be provided to the Contractor in writing. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within seven (7) business days from the time it is issued, the state may issue another SDC and procure, from another Contractor, the services necessary to correct the problem. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem.

If a Contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the state to declare the Contractor in default.

CONTRACT CANCELLATION: The State reserves the right to cancel the contract at its convenience upon thirty (30) calendar day's written notice to the Contractor. The State is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

BACKGROUND

Background:

The Alaska Department of Transportation & Public Facilities (DOT&PF), Transportation Data Programs (TDP), Crash Data Team processes thousands of law enforcement and driver crash forms annually which are used to identify and prioritize highway improvement projects. Approximately 10,500 crashes are reported per year. The data entry services under this solicitation are to provide data entry of motor vehicle crash data from driver (12-209) and law enforcement (12-200) forms into DOT&PF's crash data entry system (CDES).

Currently, a two (2) year backlog of unprocessed forms exists. Federal law (23 U.S.C. 148 - Highway Safety Improvement Plan) requires that we "improve the timeliness, accuracy, completeness, uniformity, integration and accessibility of safety data on all public roads." In order to make this improvement it is imperative that DOT&PF close the backlog to within 6 months of a crash date. Work to close this backlog must be completed by July 1, 2019.

Definitions:

The following definitions are applicable throughout the bid, any amendments issued and the subsequent contract award:

- Crash Data Entry System (CDES): DOT&PF web enabled crash data entry system. Easy to use, with drop down menus and autofill. Integrated with DOT&PF's roadway data system to identify crash location. There are two types of entry:
 - o Manual- consists of manually entering crash data from either 12-209 (driver report form) or 12-200 (law enforcement crash forms)
 - Electronic-consists of 12-200 crash forms that are pre-populated in the CDES. See attached Data Entry Instructions, Appendix A.
- **Crash Forms**: Crash forms provided by DOT&PF consisting of crash related fields entered by law enforcement or citizens filling out the driver crash form. A form may contain hundreds of fields that require keying. A form may consist of multiple pages. This contract is for processing two types of crash forms:
 - o 12-200 (law enforcement crash form), 6-7 pages, see Appendix C.
 - o 12-209 (driver report form), 2 pages, see Appendix D.
- **Data Entry Instructions**: Instructions provided to the Contractor that clearly describes the entry of each field on the forms. See attached Data Entry Instructions, Appendix A.
- **Field**: A specific section on the form that requires data entry. A field may consist of any number of keystrokes.
- Mapping Crash Locations Appendix A, Page 13) Mapping crash locations is the identification of the real-world geographic location of a crash on a public roadway. For the purposes of this solicitation and resultant contract, mapping refers to the location of a crash event on the DOT&PF's geographic information system linear referenced system (GIS LRS) road network. The GIS LRS contains the road centerline and common roadway inventory features and attributes in an interactive map application. Locations along the route are designated using a milepoint or offset in miles, from the beginning of the route.
- **Incomplete Data Entry or Missing forms**: DOT&PF will conduct frequent spot checks to determine if crash location, severity, number of vehicles, number of occupants match crash

reports. If DOT&PF identifies inconsistencies, the Project Manager will contact the Contractor immediately to remedy.

References:

Appendix A: Data Entry Instructions (Electronic & Manual)

• Appendix B: Confidentiality of Information Acknowledgement Form Example

• Appendix C: 12-200 Law Enforcement Form Example

• Appendix D: 12-209 Driver Report Form Example

Minimum Qualifications:

Prior Experience: The Bidder shall have at least thirty-six (36) months of experience in providing data entry services or processing of forms similar in scope where data is entered into a database or web application.

Details of previous experience must be identified in the section provided in the Bid Schedule (page 21). Failure to complete this section may result in the State deeming the bid non-responsive and rejecting the offer.

SPECIFICATIONS

Processing Crash Forms

The Contractor will provide data entry services for two types of crash data forms; 12-200 Law Enforcement (Appendix C) and 12-209 Driver Report Form (Appendix D). Crash processing includes entering crash data as depicted on a hardcopy form (Manual Entry) or validating and updating prepopulated crash data (Electronic Entry) using the DOT&PF's Crash Data Entry System (CDES). Manual entry includes processing hardcopies of 12-200 and 12-209. Electronic entry includes processing only 12-200 type crash forms.

The Data Entry Instructions (Appendix A) describes the procedures to access and process hardcopy (Manual) or electronic crash forms.

Processing hardcopy (Manual) forms requires:

- opening Adobe PDF crash forms located within the CDES
- selecting a new (blank) crash form also available in the CDES
- populating fields per the Adobe PDF crash form
- mapping the crash locations.
- finalizing and committing the crash

Processing electronic forms requires:

- opening a 12-200 crash form already available in the DOT&PF CDES
- mapping the crash location
- confirming pre-populated data made by law enforcement.

DOT&PF receives hardcopy crash forms from the State of Alaska Division of Motor Vehicles (DMV) on CD-ROM. These include: 1) 12-200 crash forms mainly from the Anchorage Police Department and other police departments that do not have electronic versions of the crash form [Appendix C]; and 2) 12-209's Driver Report Forms [Appendix D].

Hardcopy crash forms, 12-209, Driver Report Forms, are routinely handwritten reports. DOT&PF will take measures to filter out reports too difficult to read. However, if the Contractor encounters difficulty in reading the form, the Contractor will identify the Crash number and notify the DOT&PF Project Manager by email. DOT&PF will complete the entry.

Hardcopy crash forms, 12-200, Law Enforcement Forms, routinely from the Anchorage Police Department are keyed in and therefore, highly legible.

The Bid Schedule provides the Contractor a mechanism to recoup costs if a form is too difficult to read and the vendor is unable to initiate or complete a crash form.

Processing Requirements

Lot 1 - The Contractor will process DOT&PF's existing backlog of crash forms (approx. 20,000 crash forms) in Lot 1 first. Completion of work in Lot 1 must be finalized **no later than July 1, 2019**.

Lot 2 - Following completion of the backlog, the Contractor must process a minimum number of forms monthly as follows:

Description	Minimum Number of Forms Processed
Item #1 Electronic Crash Data Entry- 12-200	200 monthly
Item #2 Manual Crash Form Entry- 12-200	425 monthly
Item #3 Manual Crash Form Entry- 12-209	375 monthly

Securing VPN

DOT&PF will provide access to the CDES through a Virtual Private Network (VPN) access. All contract personnel tasked with entering or validating crash data in the CDES must be identified and reported to the DOT&PF Project Manager. Contract personnel must receive permission to set up and use a Virtual Private Network (VPN) in order to access the State of Alaska's (SOA) networks remotely. The Contractor must ensure that any change of personnel is reported to DOT&PF and that all new personnel have successfully obtained a VPN. See Data Entry Instructions, Appendix A, for more information on securing a VPN.

Securing Confidentiality

All contract personnel tasked with entering or validating crash data in the CDES must also sign a State of Alaska Confidentiality of Information Acknowledgement form [Appendix B]. Signed forms shall be submitted to the DOT&PF Project Manager via email.

Accessing Crash Report Forms

Access to all crash form types (12-200 and 12-209) are available within the CDES. See Data Entry Instructions, Appendix A, for more information on accessing crash forms for both electronic and manual forms and for step by step instructions to map crashes, and enter and/or validate crash data.

Volume Reporting: The Contractor shall report number of crash forms processed into the CDES on a weekly basis to the DOT/PF Project Manager via email.

Training and Technical Support

DOT&PF will provide the Contractor initial training via web conference. Training will focus on populating the CDES for both types of forms (12-200 & 12-209) and for both electronic and hardcopy crash data entry and processing. Following this initial training, DOT&PF will provided one additional training per type of crash form and by electronic or hardcopy entry at the Contractor's request. The Contractor is responsible for training their personnel thereafter. DOT&PF will provide technical support to the Contractor's lead person on an as-needed basis through email or phone.

Transition Period: The State will allow a fifteen (15) day transition period for implementation of the new contract. The transition period will begin approximately March 1, 2019. During this period the Contractor will:

- Meet with the agency to discuss the work required under the contract;
- Identify and report key contact. Identify persons responsible for data entry and complete and return the DOT/PF VPN Request Forms and confirm access to CDES;
- Process thirty (30) [10 each of Items 1-3] sample application batches to demonstrate the ability to produce the work required by this ITB.

If the Contractor fails to complete the sample application job within the first fifteen (15) days after contract start date, the State reserves the right to cancel the contract.

Disclaimer: If by fault of the State, VPN approvals are not provided timely, additional time to complete the transition period will be granted to the Contractor.

APPLICATIONS:

<u>Item #1 Electronic Crash Data Entry- 12-200:</u>

Form Title: Alaska Motor Vehicle Collision Report – Law Enforcement Form

Form Numbers: 12-200 Form access: CDES

Format Type: Pre-populated crash data in CDES – requires crash geolocation and

data validation.

Manual Entry: No

Form Length: Averages 6 pages, depending on accident complexity. Occasionally 7+

pages if multi vehicle crash (3 + vehicles)

Estimated Quantities:

Approximately 3,700 backlogged electronic crash forms require processing by July 1, 2019. Thereafter, the estimated number of crashes to be processed by the Contractor is <u>375</u> monthly.

Item #2 Manual Crash Form Entry- 12-200:

Form Title: Alaska Motor Vehicle Collision Report – Law Enforcement Form

Form Numbers: 12-200

Form access: **DOT&PF FTP Server**

Format Type: Adobe PDF-requires manual input.

Manual Entry: Yes

Form Length: Averages 6 pages, depending on accident complexity. Occasionally 7+

pages if multi vehicle crash (3 + vehicles)

Estimated Quantities:

Approximately 6,600 backlogged electronic crash forms require processing by July 1, 2019. Thereafter, the estimated annual number of crashes to be processed by the Contractor is **5,100**.

Item #3 Manual Crash Form Entry- 12-209:

Form Title: Alaska Motor Vehicle Collision Report – Driver Report Form

Form Numbers: 12-209

Form access: **DOT&PF FTP Server**

Format Type: Adobe PDF-requires manual input.

Manual Entry: Yes
Form Length: 2 pages

Estimated Quantities:

Approximately 9,700 backlogged electronic crash forms require processing by July 1, 2019. Thereafter, the estimated annual number of crashes to be processed by the Contractor is **4,500**.

REQUIREMENTS:

The Contractor shall:

- 1. Key in specific fields from the hardcopy crash forms (Manual entry) that are police (12-200) and driver report (12-209) forms into the DOT&PF's CDES. These two forms shall be processed concurrently, not sequentially. This requires manual data entry and locating the crash on a map (mapping).
- 2. Process crash forms in this order: 1) Fatal & Major crash forms; 2) crash forms in the Primary folder; 3) Manual crash forms (See Appendix A, Page 6).
- 3. Process oldest crash forms first.
- 4. Process approximately 2,000 crash forms each month (Items 1-3) until DOT&PF is caught up within 6 months of crash.
- 5. Review and validate data from the electronic crash forms that are police (12-200) forms. This requires confirming the crash location on a map (mapping) and validating pre-populated crash data.
- 6. Meet processing requirements established by DOT&PF. Failure to meet requirements may result in cancellation of the contract.
- 7. Adhere to quality assurance. DOT&PF will conduct frequent spot checks to determine if crash severity, number of vehicles, number of occupants match crash reports. The Contractor is responsible for making corrections within ten (10) business days.
- 8. Provide its own workspace and ensure remote access to the CDES. Access to the CDES and to the file server (access hardcopy crash forms) requires a VPN request form be filled out by each person entering data into the CDES.
- 9. Abide to the confidentiality policy.
- 10. Provide its own software and hardware needed to complete the tasks.
- 11. Use the preferred browser, Mozilla Firefox.

- 12. Provide monthly reporting of crash forms fully entered.
- 13. Notify DOT&PF Project Manager within five (5) business days if a crash form is difficult to read, or difficult to enter for any reason with the corresponding Crash No.
- 14. Notify the DOT&PF Project Manager within three to five (3-5) business days if a crash form is taking longer than normal to process with the corresponding Crash No.

The DOT&PF shall:

- 1. Provide training to Contractor as listed above in the Scope of Work.
- 2. Provide the Contractor with the electronic and hardcopy crash forms available via CDES.
- 3. Notify Contractor immediately if errors on the CDES crash forms occur and request that the Contractor take immediate action to prevent further mistakes.
- 4. Work to efficiently and quickly process VPN requests necessary for the Contractor's access to crash forms and CDES.
- 5. Compensate the Contractor with an "Unable to Complete" rate per record if a crash form is too difficult to read to complete the form and notifies the DOT&PF Project Manager within five (5) business days by email with the corresponding Crash No.

Special Notes:

This contract requires careful attention to detail where accuracy is of the utmost importance. Potential bidders are asked to closely review the Data Entry Instructions (Appendix A) and ask questions through the procurement process prior to bidding.

Electronic crash forms will be much quicker to process than hardcopy crash forms that are manually entered. Additionally, hardcopy Law Enforcement 12-200 crash forms will take much longer to input than hardcopy 12-209 Driver Forms due to the length in the reports. 12-209 forms are only 2 pages and generally lack enough data to populate over 50% of the fields in the CDES. Crash processors will be able to scroll through the data fields fairly quickly when using 12-209's.

Mapping crashes will also add to the processors time since they will be unfamiliar with Alaska's roadways. The map tool is designed to quickly zoom to a location as a road name is typed into the search field, but it will take time to read the crash narrative and the crash location data on a form in order to determine the accurate location of the crash.

Crashes that involve multiple vehicles (3 or more) and that are Manual Entry can take a substantial amount of time to enter. While they don't occur very often (5% of all crashes or 700 crashes/year), they could take three times the normal crash to enter into the CDES, especially if they are hardcopies. If that occurs, the Contractor may decide not to process and return to DOT&PF to enter the crash.

CONTACT:

DOT&PF, Division of Program Development/AHSO Attention: Jill Sullivan, Transportation Data Programs Manager (3132 Channel Drive, Rm. 200)

P.O. Box 112500 Juneau, AK 99811-2500

Phone: (907) 465-8592

Email: Jill.Sullivan@alaska.gov

ESTIMATED USAGE

- Lot 1: The Contractor will process approximately 20,000 forms based on the current two (2) year backlog of crashes.
- **Lot 2**: Thereafter, DOT&PF estimates the following annual usage:

Item 1: Electronic (12-200 Law Enforcement Forms) – 2,400

Item 2: Manual (12-200 Law Enforcement Forms) – 5,100

Item 3: Manual (12-209 Driver Report Forms) – 4,500

BID SCHEDULE

The entire Bid Schedule must be filled out completely in order for the bid to be considered responsive. Estimated quantities are for evaluation purposes only.

tem 1: Electronic	c Crash Dat	a Entry – Law Enforceme	ent Form	#12-200	
Estimated Quantity	y	Price per Record			Extended Price
3,700	X	\$	=	\$	
tem 2: Manual C	Crash Data I	Entry – Law Enforcement	Form #12	2-200	
Estimated Quantity	y	Price per Record			Extended Price
6,600	X	\$	=	\$	
Item 3: Manual C Estimated Quantity		Entry – Driver Form #12-2 Price per Record	209		Extended Price
Estimated Quantity		·		\$	
Estimated Quantity 9,700 Item 4: "Unable t	y X o Complete	Price per Record	= Orms retu		
Estimated Quantity 9,700 Item 4: "Unable t	X o Complete Crash Data H	Price per Record \$ " rate for illegible crash for	= Orms retu		

Total Extended Price Lot 1: \$_____

BID SCHEDULE

LOT 2 – Crash Reports for Annual Data Entry

Item 5: Electronic	c Crash Data	a Entry – Law Enforcen	ent Form	#12-200
Estimated Annual Q	uantity	Price per Record		Extended Price
28,800	X	\$	=	\$
Item 6: Manual C	Crash Data E	Entry – Law Enforcemen	nt Form #1	2-200
Estimated Annual (Quantity	Price per Record		Extended Price
38,400	X	\$	=	\$
Item 7: Manual C	Crash Data E	Entry – Driver Form #12	-209	
Estimated Annual (Quantity	Price per Record		Extended Price
28,800	X	\$	=	\$
	_	' rate for illegible crash Intry – Driver Form #12		urned to DOT&PF:
Estimated Annual	Quantity	Price per Record		Extended Price
50	X	\$	=	\$
(Price per l	Record cost i	nay not exceed 25% of th	ne Bidder's	Price per Record in Item 7)
		Total Extended	l Price L	ot 2: \$
	C	Total Extended nd Total Extended P		

must cover a peri	IENCE: Bidders must provide details of all previous experience (at a minimum this od of 36 months) with large batch, high volume, multiple record data entry, including
dates, client name	e, contact name and phone number, and description of contract etc.
Offered by:	
Officied by.	D M
	Business Name:
	Address:
	Contact:
	Phone:
	Toll Free:
	Fax:
	Email:

Bid Response Deliverables:

- 1. Completed Page One
- 2. Bid Guarantee (ITB page 9)
- 3. Prior Experience (ITB page 12)
- 4. Completed Bid Schedule (ITB pages 19-21)



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUIRED CONTRACT PROVISIONS for FEDERAL-AID (FHWA) CONTRACTS

FHWA-1273 -- Revised May 1, 2012 Supplement , Cargo Preference Act – Effective February 15, 2016

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27)

and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
 - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
- 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should

represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10.000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- b. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c)
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SUPPLEMENT to Form FHWA -1273 CARGO PREFERENCE ACT REQUIREMENTS

This provision requires compliance with the Cargo Preference Act (CPA) and its implementing regulations in 46 CFR 381 for all Federal Aid Projects awarded after February 15, 2016.

In accordance with 46 CFR 381.7, the following language must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of 46 CFR 381.7 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

- (a) Agreement Clauses. Use of United States-flag vessels:
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United Statesflag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

DATA ENTRY INSTRUCTIONS

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Prior to Crash Data Entry

SECURE VPN ACCESS:

All contract personnel tasked with entering data on the Crash Data Entry System (CDES), or accessing or organizing crash reports on the Alaska DOT&PF server, must receive permission to set up and use a Virtual Private Network (VPN) in order to access the State of Alaska's (SOA) networks remotely. The Contractor must ensure that any new personnel has obtained a VPN.

Each person needing VPN access must fill out the VPN Request Form (Appendix A). The SOA requester is the DOT&PF Crash Data Manager. DOT&PF Crash Data Manager will provide a template application with the business requirement prepopulated. Contractor Personnel must provide Social Security Number or Passport Number and copy of Birth Certificate or valid U.S. Driver's License.

The time frame to securing a VPN can be between two (2) weeks to two (2) months.

Once a VPN is approved, credentials are assigned by DOT&PF IT staff to each individual. This includes a SOA username and temporary password.

Access to the CDES will occur through a Cisco Anyconnect Secure Mobility client. Instructions for the configuration of the VPN: https://auth.alaska.gov/DOA/ETS/vpn/vpnfag.html

NOTE: Each person with a VPN can change the Alaska DOT&PF password the same time when they change VPN password, do not let it expire.

Here are the steps:

- 1. Connect to VPN
 - 2. Remote into DOTREMOTE01 with DOT credential (shortcut attached)
 - 3. Pre Ctrl +Alt+End key to change the DOT password (please see attached PDF)

BROWSER

Mozilla Firefox is the preferred browser.

NOTE: Do not open two windows or two tabs to the crash application while in the same browser. You may lose all the data entered in one window if you open a new one. Work sequentially; finish a crash before moving onto the next one.

SIGN CONFIDENTIALITY AGREEMENT

See Appendix B for form.

All contract personnel tasked with entering data on the Crash Data Entry System (CDES), or accessing or organizing crash reports on the DOT&PF server, must sign the confidentiality document in Appendix B.

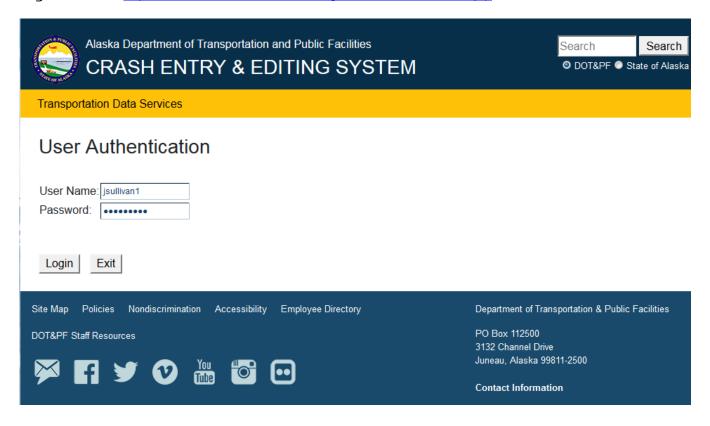
Access to Crash Report Forms

All crash forms are available in the CDES. There are two types of forms to process:

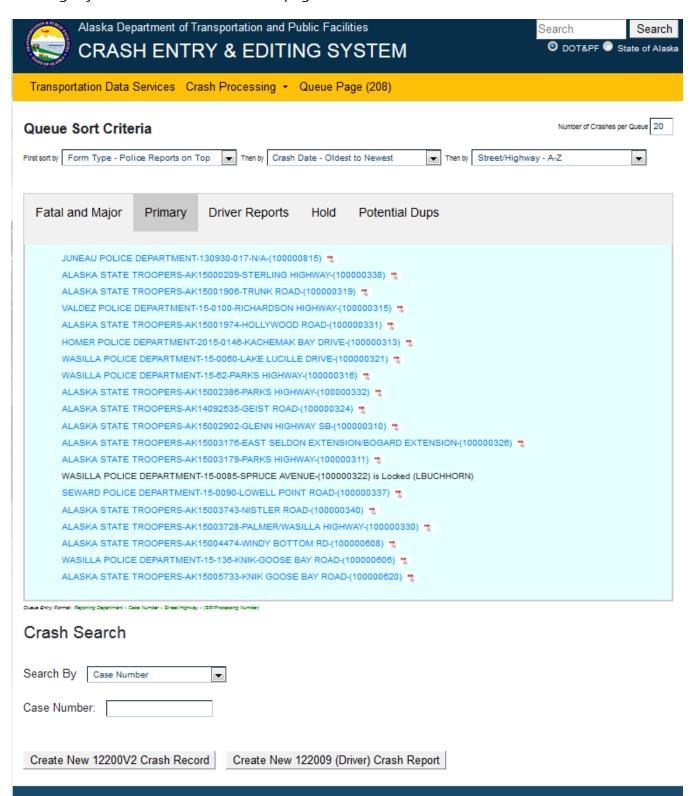
- 1. **Manual** The crash data from these need to be hand entered into the CDES and geolocated. They are available as Adobe PDF files in the CDES. A large portion of Alaska's crashes are in this format (approx. 70%) and the vendor should expect to process all or most of these.
- 2. **Electronic** The crash data is pre-populated in the CDES. These are forms that have been created electronically by law enforcement and have been pre-populated in the CDES. These forms need to be geolocated, reviewed for missing or incomplete data, and confirmed.

Entering Crash Data

Login for CDES: https://dotsobcrash.dot.soa.alaska.gov/CRASH_EES/index.jsp



After login, you will be taken to the home page:



TO PROCESS ELECTRONIC CRASHES

QUEUE SORT CRITERIA (TOP OF PAGE)

Users can sort by Crash Date, Street, SR Number, etc. Please default to "Crash Data – Oldest to Newest" and then process oldest first.

Headers:

Fatal and Major- 12-200 Law Enforcement crash forms with a fatality or serious injury. Fields are prepopulated. These need to reviewed for accuracy, geolocated and committed.

Primary- 12-200 Law Enforcement crash forms for all other crashes. Fields are prepopulated. These need to reviewed for accuracy, geolocated and committed.

Driver Reports- 12-209 driver report forms that have already been entered by a crash processor and they need to be geolocated and committed.

Hold- Crash forms put on hold by the crash processor. Normally a crash is put on hold to access and finish later or because it's difficult to finish and the aide of Alaska DOT&PF is necessary.

Potential Dups- Do Not access crash forms in this folder. These are potential duplicate versions. Occasionally duplicates are created by the public involved in a crash where Law Enforcement may have already filled one out. Or more than one driver has filled out a Driver Report (12-209).

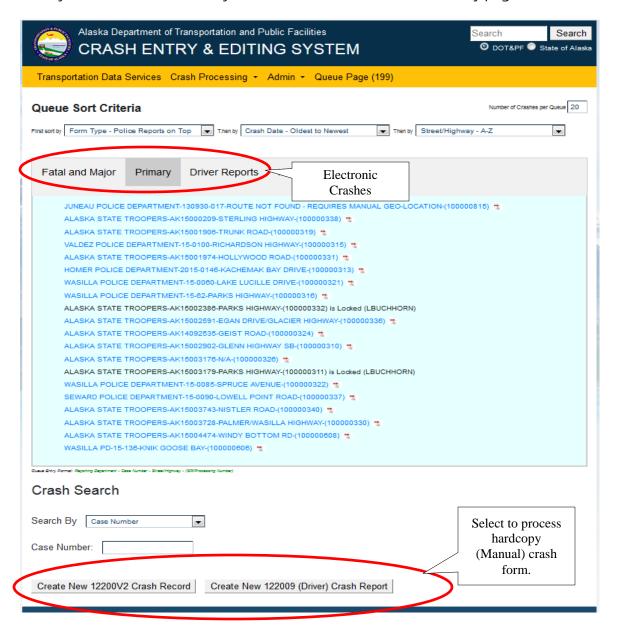
NOTE: The contractor will access electronic crash forms in all folders with the exception of "Potential Dups." Crash forms in the **Fatal & Major** folder should be processed first, then **Primary**, then Manual crash forms in the Crash Processing folder.

CRASH SEARCH (BOTTOM OF HOME PAGE)

If you have a crash that was not moved to the hold queue or committed, you will find it from this page by hitting the down arrow under "crash search" and then searching by Case Number, SR Number, etc.

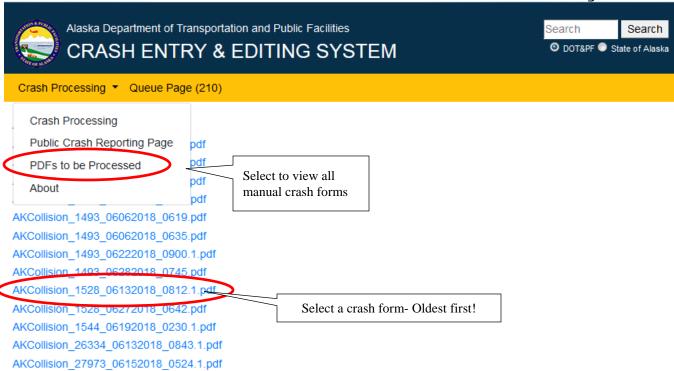
Crash Search	
Search By Case Number ▼	
Case Number:	

To access an electronic form either from "Fatal and Major" or "Primary" left click on the forms listed in blue text. Note: You cannot open forms that are Locked by other crash processors. Once you click on a crash form you will be taken to the Crash Summary page.



To Process Manual Crash Forms

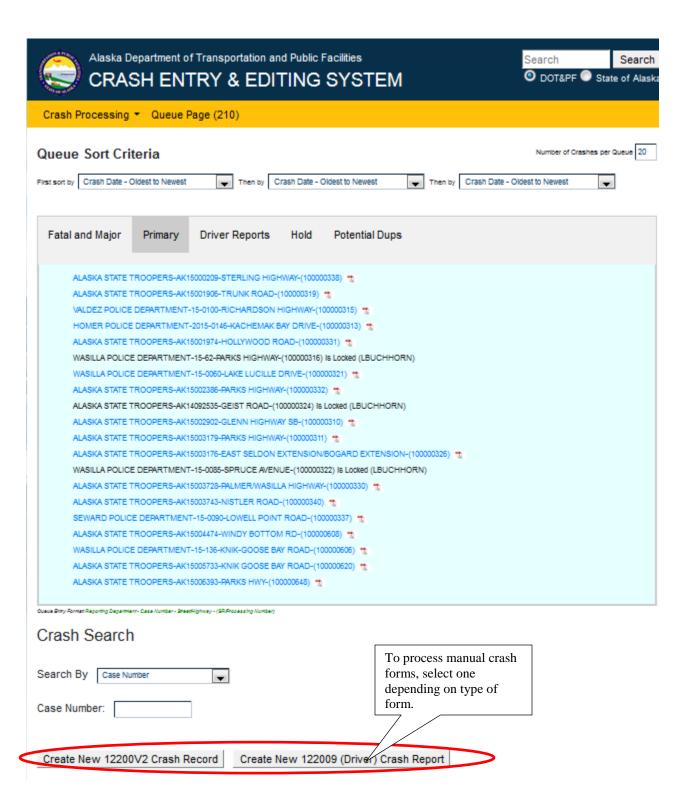




Select a .pdf crash form to review and enter. Then go back to Home Page and select **Create New 12200V2 Crash Record** or **Create New 12209 (Driver) Crash Record**. To go back to the Home Page, select the **Queue Page** menu at the top.

To process a manual form you will select one of two buttons at the bottom of the Home Page:

- Create New 12200V2 Crash Record- If processing a manual police form (12-200) select this.
 When selected it will ask for the Originating Agency, type in what's on the manual crash form.
 Ex. Anchorage Police Department (Please type in the entire department name. No abbreviations.) Select Ok. And then type in the Case Number when prompted. Select Ok.
 Generally crashes with "AKCollision" are 12200V2 forms.
- Create New 12209 (Driver) Crash Record- If processing a manual driver report form (12-209) select this. When selected it will ask you for the Crash Year and the SR Number, both are available on the manual crash form. Generally crashes that look like this: 2018-01-01 201805523 Simmons FBKS are 12209 (Driver) forms.



Crash Summary

The Crash Summary page opens after selecting an electronic crash or a new crash form. If creating a new crash to process a manual form, the fields will not be populated. You will follow the manual form as much as possible starting with the narrative. Many fields may be left blank, especially for 12-209 Driver Report Forms.

For electronic crash forms you will confirm the crash location on a map and review all data for accuracy.

Example of electronic crash with pre-populated fields:

Search Search

O DOT&PF State of Alaska

Crash Processing ▼ Queue Page (210)

Case Number 2015-0146 (100000313)

Crash Summary for Case Number 2015-0146 (100000313)



Crash Narrative:

ON 01-09-2015 AT APPROXIMATELY 2042 HOURS, HOMER POLICE DEPARTMENT RECEIVED A 911 CALL STATING A VEHICLE HAD PASSED HER AT A HIGH RATE OF SPEED AND CRASHED INTO THE DITCH. I ARRIVED A FEW MINUTES LATER AND OBSERVED A TAN IN COLOR TOYOTA RAV4 BEARING AK PLATES GTB697 BURIED IN THE TREE LINE ON THE NORTH SIDE OF KACHEMAK DR. THE VEHICLE WAS NOT VISIBLE FROM THE ROADWAY. THERE WAS NO ONE INSIDE THE VEHICLE. THE VEHICLE HAD A STRONG ODOR OF AN ALCOHOLIC BEVERAGE EMITTING FROM IT. ALL THE AIRBAGS WERE DEPLOYED IN THE VEHICLE. THE REARVIEW MIRROR WAS BROKEN AND THERE WAS BLONDE IN COLOR HAIR ATTACHED TO THE POST OF THE REARVIEW MIRROR. THE VEHICLE WAS TRAVELING IN THE EASTBOND LANE ON KACHEMAK DR. DRIFTED RIGHT OFF THE PAVEMENT AND THEN LEFT ACROSS THE CENTER LINE. THE VEHICLE CONTINUED DIRECTION OF TRAVEL UNTIL IT LEFT THE BOAR WAY AND CONCHER IN THE TREES THE

Crash Diagram for Crash 100000313

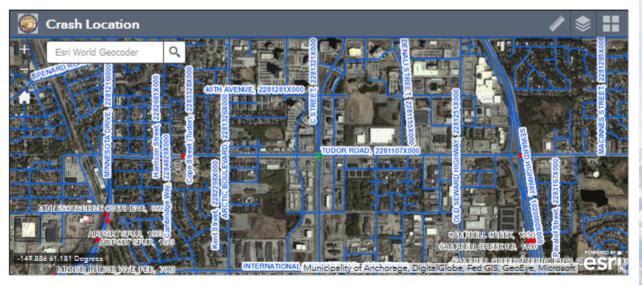


Crash Location

Crash located as LRS	
Areawide Crash:	NOT AN AREAWIDE CRASH
Crash City:	HOMER CITY
Crash Borough:	KENAI PENINSULA BOROUGH
Latitude:	59.6478
Longitude:	-151.4538
Street/Highway:	KACHEMAK BAY DRIVE
Route ID:	2061062X000
CDS Milepoint:	1.8215570458145307
Distance:	NEAR
Measurement Unit:	FEET
Direction:	WEST
Intersecting Street:	KACHEMAK DR AND EAST END RD
Other Crash I	nfo
Reporting Agency:	HOMER POLICE DEPARTMENT
Case Number:	2015-0146



Crash Summary for Case Number NOT SPECIFIED (202200053)



Crash Narrative:

NO NARRATIVE	

Crash Diagram for Crash 202200053

No Crash Diagram found for SR Number 202200053

Choose a Crash Diagram File

Browse... No file selected.

Upload

Work Zone Info

Work Zone Related:	(CHOOSE)	-
Work Zone Location:	(CHOOSE)	•
Work Zone Type:	(CHOOSE)	•
Workers Present:	(CHOOSE)	•
Law Enforcement Present:	(CHOOSE)	•

Crash Location

Crash located as Non-Located		
Areawide Crash:	NOT AN AREAWIDE CRASH	•
Crash City:	(CHOOSE)	-
Crash Borough:	(CHOOSE)	-
Latitude:		
Longitude:		
Street/Highway:		
Route ID:		
CDS Milepoint:		
Distance:		
Measurement Unit:	(CHOOSE)	-
Direction:	(CHOOSE)	-
Intersecting Street:		
Delete This Crash		
Other Crash I	nfo	
Reporting Agency:	DRIVER REPORT	

CRASH NARRATIVE

Always read the crash narrative first! The narrative is the distillation of what happened; the core nuggets of information by which all other parts of the crash report must agree. If any other information in the crash form does not agree with the narrative, go with the narrative.

For new crash form, type in the narrative from the manual form.

Remove person's names from the narrative. The police will sometimes refer to personal names such as Erick or Peter. You can replace them with Driver I or Driver 2. When referring to vehicles, refer to them as Vehicle 1, Vehicle 2, and so forth.

LOCATING CRASH ON THE MAP

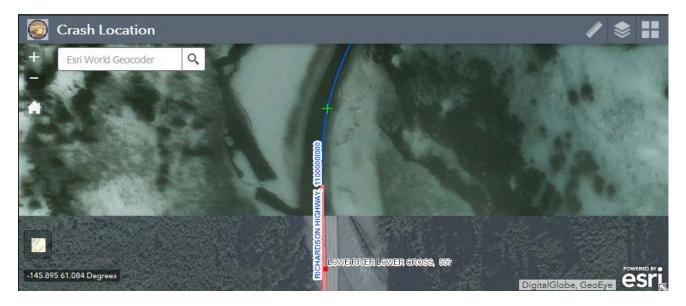
Electronic Crash Forms:

The map will zoom to the general location of the crash collision using a green cross.

Blue lines indicate roads.

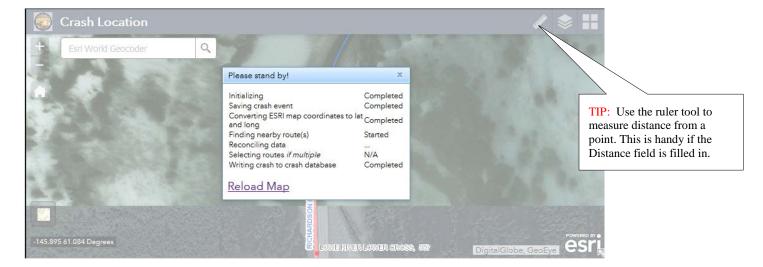
Pink lines indicate a bridge or overpass.

All road names and their route ID are in blue text along a route.

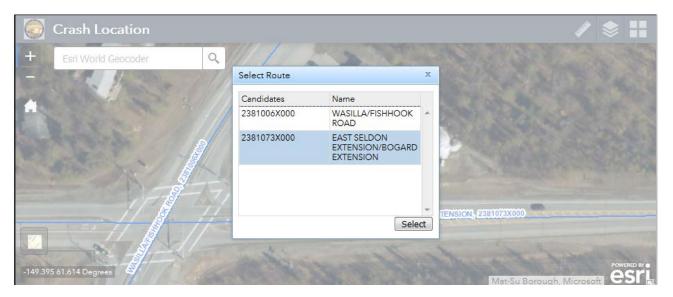


You will need to confirm the predefined location (green cross) as it can be offset from a road or intersection and needs to be moved to the most accurate position possible on a route. Once you have an idea of the location, "double click" on the route. This resets the location. A pop-up will appear to show that the geolocation was completed and will disappear if successful, see below. NOTE: Authentication Required box may pop up for first time use, just hit OK.

You can always relocate the crash if necessary.



Intersection crashes- Then selecting a crash location at an intersection the CDES will ask which route the crash is located. You will select the route where the crash originated. For example, a vehicle was driving west on East Seldon Road and was making left turn onto Wasilla/Fishhook Road. East Seldon is the route to select. See example below:



Map Tip- use the ruler located in the map box (top right) to measure 'distance from' if that is provided in the Crash Location information below the map. You can also change the basemap using the basemap gallery icon.

New Crash Forms (Manual entry)

The map will automatically zoom to Anchorage as that is where the majority of crashes occur. To zoom to crash location, enter the main crash street name into the box on the map, Ex. Glenn Highway.



Blue lines indicate roads.

Pink lines indicate a bridge or overpass.

All road names and their route ID are in blue text along a route.

Select the road in the drop list that closely matches. The map will zoom to the selected route.

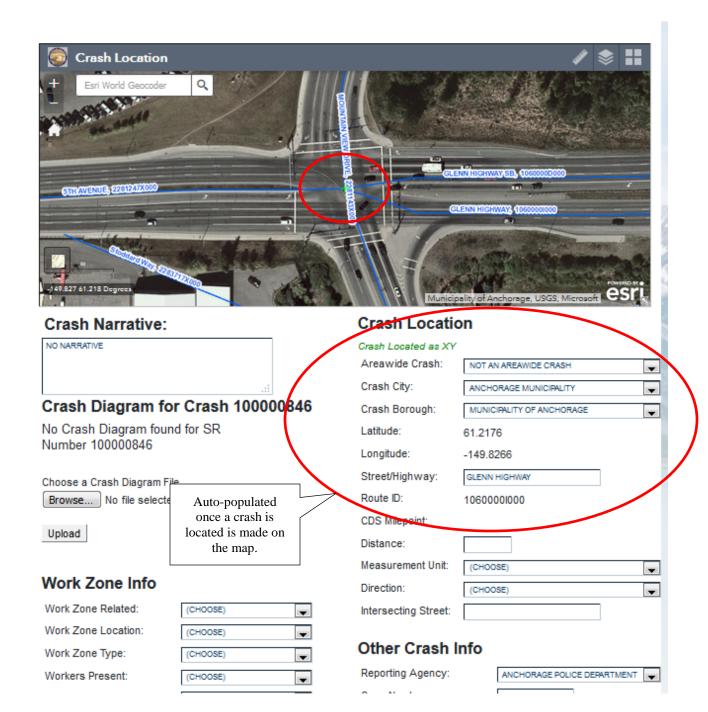
Intersection crashes- You can enter the two street names in the box, Ex. Glenn Highway & Airport Heights Drive and the map will zoom to that intersection.

Use the zoom tools (plus sign) on the map to zoom in further. Once you have an idea of the location, "double click" on the route. A pop-up will appear to show that the geolocation was completed and will disappear if successful. If successful, another pop-up will appear asking you to Select Route. Select the main route that the crash occurred on.

Use the ruler to ensure accurate location. See Map Tip above.

NOTE: Some routes have SB or NB. This indicates the direction Southbound or Northbound and it only relates to divided highways.

Once a route is selected, you will see a green cross. Also this will automatically populate some fields under Crash Location.



CRASH LOCATION DATA FIELDS

For Electronic Crash forms, this information should already be populated. Review each of the fields for accuracy, relative the Crash Narrative and to the Crash Diagram (if available) and update accordingly.

For new crash forms, fill in the fields per the hardcopy Adobe PDF form.

Areawide Crash simply means it cannot be accurately located on the map since there is not enough information to determine the location on a route. If it can't be located, at the least try to glean which highway or street it occurred on and select from the list if available. If it's an Areawide Crash much of the location information can't be populated unless you can glean information from the Crash Narrative.

Crash City – City of crash. Will populate based on location on the map.

Crash Borough- Borough of crash. Will populate based on location on the map.

Latitude & Longitude- Will populated based on location on the map.

Street/Highway- The main route where the crash originated. Will populate based on location on the map.

Route ID- Route ID associated with the Street/Highway name above ad will populate based on the location on the map.

CDS Milepoint- Alaska DOT&PF internal milepoint system. Not the same as Milepost markers on the highways. Will populate based on location on the map.

Distance- Distance in feet from an intersection, bridge or other road feature. New Crash Formspopulate with the distance from the crash form.

Measurement Unit- Feet, miles or at intersection. This is the unit used to describe the distance.

Direction- This denotes the direction from the intersection where the crash occurred. Ex. 40 feet North from intersection. If at the intersection, select Not Applicable.

Intersecting Street- This denotes the intersecting street name of where the crash occurred.

OTHER CRASH INFO

Reporting Agency: Reporting law enforcement agency.

Case number: Should match the same number at the top of the page.

Report type: Will have Amendment or Original.

Date/Time of Crash:

Crash Time Unknown: Should be "Yes" if Date/Time of Crash is populated.

Crash day: Automatically populates based on the Date/Time of Crash.

Public/private: Indicates ownership of the crash site. Sometimes officers put in "public property" or "private property" that seems incorrect. (Such as listing "private property" when a crash happens on a state road). Hone as close to narrative as possible, but change if a mistake is obvious.

Location:

- Trafficway, On Road- crash originated on the roadway or shoulder. A majority of crashes will be in this category.
- Trafficway, Off Road- crash does not originate on the roadway or shoulder and no harmful event occurred on the roadway or shoulder. Ex. A motor vehicle driving on the roadside runs off the roadside and crashes into a tree.
- Non-trafficway A crash does not originate on the roadway, shoulder or roadside (trafficway) and no harmful event occurred within the boundaries of the trafficway (Ex. occurred in a parking lot or trail).

In Parking Lot: Provides a drop down menu of "yes" and "no".

Photos Taken: Also provides a drop down menu of "yes" and "no".

Non-Vehicle Property Damage: Is on the form and has "yes," "no," or "unknown" as choices.

Most Contributing Unit Known?: Indicates whether the unit that caused the crash is known. The most contributing unit can be a motor vehicle, driver, or passenger, pedestrian, bicyclist, and more. Later there is the most contributing person, which is a slightly different concept.

Number of Motorized Units: is the number of cars, trucks, buses and other motorized vehicles involved in a crash. It does NOT include units like pedestrians and bikes. Nor does it include trains. There has to be at least one motorized unit for the event to be considered a crash. Later, make sure the number of "Vehicle Pages" matches the number of motorized units in the narrative.

Number of Non-Motorized Units: Generally indicates units like bicycles or pedestrians. Moose and other animals are not entered as non-motorized units. Later, make sure this field matches the narrative and make sure the number of "Person Pages" matches or is close to the number of non-motorized unit.

Total Motorists: Include driver and passengers in a motor vehicle in transit. Occupants of parked cars are not considered motorists.

Total Non-Motorists: Include occupants of parked cars, occupants of non-motorized vehicles, people in buildings, and pedestrians. It can also mean the number of passengers in a non-motorized vehicle, like a horse-drawn buggy. If people in a building are injured from a car crashing into it, they would be entered here. This field is specific to people. Moose and other animals are not entered as non-motorized units.

Total Witnesses: Is at the discretion of the officer.

First Harmful Event: Is the first event producing damage or injury.

First Harmful Animal Event: Is a drop down of animal types. If the First Harmful Event is "Live Animal" this is not the same when an animal contributes to a crash. For example, if a dog runs in front of car and the car rolls over avoiding the animal, the first harmful event is a roll over. If the car hits a moose, then the first harmful event is a "Live Animal". If an animal is not the first harmful event, then choose not applicable. If animal shows up in first harmful event, then fill out first harmful animal event. You can add contributing animal events later under side bar "Crash Summary/Environment Conditions".

1st Event Loc Rel to Trafficway: Pinpoints where on the trafficway a crash happened.

Manner of Collision: Describes the way two motor vehicles hit when the first harmful event is a collision.

Road Surface: Indicates surface condition of road at time of crash.

Within Interchange: Determines if a crash occurred where roadways interconnect at different grades.

Intersection Type: Is filled in when the first harmful event occurs at an intersection.

School Bus Related: Is marked when a school bus is involved in the crash.

Lighting: Indicates the type of light and the level of light available to drivers at the time of the crash.

Officer Name (First Last): Provides two fields for the responding police officer's first and last name. Type them in. This field defaults to "unknown" if missing.

Officer ID: Is the field to type in an officer's identification, usually of alpha-numerical characters. This field defaults to unknown if missing.

Officer Agency: Is generally the same as reporting agency.

Review Officer ID: Is the field to type in an officer's identification, usually of alpha-numerical characters. Often there isn't a name given. This field defaults to "unknown" if missing.

Review Date: Is specific to note when the review officer reviewed the crash report. This is often missing. If unknown, add Not Reported.

Work Zone Related: Indicates if a crash was near a construction, maintenance, or utility work zone.

Work Zone Location: Is only used if crash is work zone related.

Work Zone Type: Notes the type of work being performed such as lane closures, lane crossovers, should work and so on.

Workers Present: Notes whether workers were present at the time of the work zone related crash. Available choices are "yes," "no," "not applicable," or "unknown."

Law Enforcement Present: Is, in this case, specific to crashes that are work zone related. Available choices are "no," "officer present," "law enforcement vehicle only present," or "not applicable."

Processing Note: Is usually automatically populated with the phrase, "RECORD CREATED BY <YOUR NAME>." You may want to use this space to note mistakes or weird aspects of the report.

TIP: Check the box for "Populate Missing Crash Summary Fields with Default Values" at the bottom to move more quickly through the form.

Select **Save** to save the page.

Select **Save & Continue** to save and move to the next page.

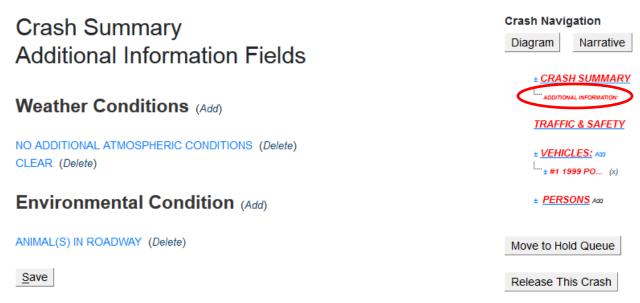
Select **Move to Hold Queue** if you need to leave and come back later. **NOTE**: You can also use this if you are having difficulty processing a crash. In that case, make a note of the Case # or SR # and notify Alaska DOT&PF Crash Data Manager.

Select Release This Crash only if you want to allow others to access this crash record. It unlocks it.

When you select **Save & Continue**, you will see the Traffic & Safety Record page.

CRASH SUMMARY ADDITIONAL INFORMATION

When you are complete with Vehicles and Persons pages, click on **Additional Information** under Crash Summary.



Weather Conditions: Describes up to two prevailing weather conditions that existed at the time of the crash. Select **Add** if you need to add a weather condition, then select **Save**.

Environmental Conditions: Describes up to three environmental conditions that contributed to the crash. Select Add if you need to add an environmental condition, then select **Save**.

NOTE: Whenever additional fields are added in the Crash Summary, Vehicles, or Persons pages the menu for this section will change from red to GREEN text.

Traffic and Safety Record

This page provides data regarding road features and will auto-fill once geolocation has occurred on the "Crash Summary" page for both electronic and a new crash form. Therefore you should not have to fill in or update unless there is a red Edit and that case you may need to make a correction.

Select Save. If you need to go back to the Crash Summary page, select the text on the right side bar.



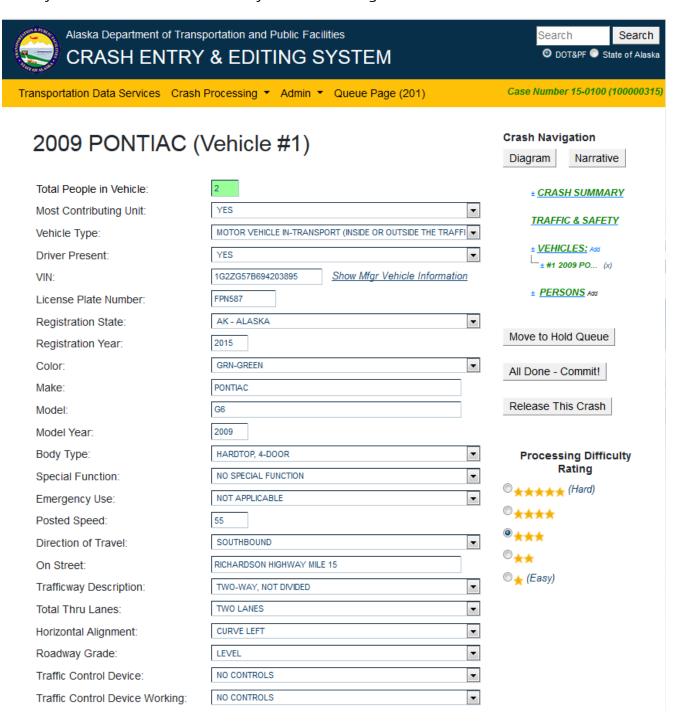
Vehicles

For electronic crash forms, the Vehicles page will be pre-populated but still requires a review for accuracy. On the right side of the page above is the menu of remaining crash report pages. Navigate to the Vehicles and select the plus sign to the left to see if Vehicles are listed. If you need to add a Vehicle, select **Add** to the right of the text. Select the first Vehicle in the list, review for accuracy, and then select the next one, review for accuracy, and so forth.

For new crash forms, Vehicles will need to be added by selecting **Add** next to Vehicles.



When you select a Vehicle from the list you will see a long list of fields to describe the Vehicle.



Page continued...

Traffic Control Device:	NO CONTROLS	•
Traffic Control Device Working:	NO CONTROLS	•
Vehicle Action:	NEGOTIATING A CURVE	•
Other Action:	NOT APPLICABLE	
Bus Use:	NOT A BUS	•
Initial Contact Point:	04 - CLOCK POINT 04	•
Undercarriage Damage:	YES	•
Damage Estimate > \$501:	YES	•
Extent of Damage:	DISABLING DAMAGE	•
Vehicle Removal:	TOWED DUE TO DISABLING DAMAGE	•
Towed By:	GUNIONS	
Hit and Run:	NO, DID NOT LEAVE SCENE	•
First Event:	OTHER NON-COLLISION	▼
Second Event:	SNOW BANK	▼
Third Event:	GUARDRAIL FACE	•
Fourth Event:	(CHOOSE)	•
Most Harmful Event:	GUARDRAIL FACE	▼
Animal:	NOT APPLICABLE	▼
Headlights On?:	YES	•
Commercial Vehicle?:		
▼ Populate Missing Vehicle Inform Save	nation	

NOTE: Select "**Populate Missing Crash Summary Fields with Default Values**" at the bottom of the page. This button fills each field with a default value. As you tab through the fields entering data you can override the default value. If you have no data for the field, tab through to the next field and the default value remains.

You will find two links on the top right of the page just under the "Crash Navigation". One opens the crash diagram and one opens the narrative, if available. These are useful to double check information found on this page.

Total People in Vehicle: Includes vehicle driver and passengers - both injured and uninjured. Usually the reporting officer will have this number correct. Drivers and passengers will also get their own "person" page of information entered. The only exception is with bus accidents. The count of all bus passengers and drivers should be recorded here, but only the driver and injured passengers get their own "person" pages.

Most Contributing Vehicle: Is the unit that is most causal of the crash. This unit can include a motor vehicle, pedestrian, bicyclist, person on a personal conveyance, and more. "Yes," or "No" are the only choices.

Vehicle Type: Describes action and type of vehicle involved in accident. From the drop down menu choose from what the police officer notes.

Driver Present: Is a "yes" or "no" field that indicates whether or not a driver was present AT TIME OF CRASH. If no person was in control of the vehicle at time of crash (e.g. parked) mark this as "no". Generally the police enter this field correctly.

License Plate Number: Is a vehicle's unique alpha-numerical identifier. Enter it exactly as the police officer put it on the report.

Registration State: Is the geopolitical entity the issued the driver's license. There is a large drop down list covering the vast majority of license issuing domestic and foreign states and territories.

Registration Year: Is the year the registration is issued. Enter 9999 if the year is unknown.

Color: There is a drop down list of numerous colors. Enter exactly as the police officer noted on the report. This field defaults to "UNK-UNKNOWN" if missing.

Make: Is the manufacturer of the vehicle. Type out the full name of the make indicated by the police officer in the report. Sometimes officers use abbreviations. Please enter make in full ("Chevrolet" versus "Chevy").

Model: Is the family of motor vehicles made by a manufacturer that have a similar construction. Type out the full name of the model indicated by the police officer in the report. ("Taurus" instead of "TRS").

Model Year: Is assigned to a vehicle by its manufacturer and is noted by the police officer. If unknown, enter '9999'.

Body Type: Is the general configuration or shape of the motor vehicle. There are over 180 choices. From the drop down menu choose from what the police officer notes. (**NOTE**: SUVs are considered "Carry Alls," while four wheelers and snow machines are considered "open body").

Special Function: Indicates if the vehicle is used for a purpose other than personal transport.

Emergency Use: Is specific to any vehicle authorized to respond to emergencies with or without use of markings and also refers to vehicles travelling with emergency signals in use. This is common in smaller communities where volunteers are EMTs.

Posted Speed: Refers to the speed limit posted for the road upon which a crash occurs. '99' is entered when the speed limit is unknown.

Direction of Travel: Is the compass direction of travel vehicle was going at the time of the crash. Sometimes the direction is found in the narrative.

On Street: Is the name of the street upon which the vehicle was travelling (in the direction of travel described in the previous field). This is not necessarily the street where the accident occurred. The entry does not have a corresponding spot in the crash report. The data for this field is most often found in the narrative.

Trafficway Description: Indicates the type of traffic way. Can also populate using the satellite view on the map.

Total Thru Lanes: Is the number of travel lanes the vehicle is on pre-crash.

Horizontal Alignment: Describes curve or lack of curve of the road.

Roadway Grade: Describes the rise, fall, or levelness of the road.

Traffic Control Device: Best describes the traffic controls nearest the pre-crash event.

Traffic Control Device Working: Describes whether said device is functioning properly.

Vehicle Action: Describes the vehicle's action prior to any maneuvers or action related to the crash. Do not confuse with contributing circumstances or the sequence of crash events.

Other Action: Describes the situation where the vehicle action prior to a crash is known, but it doesn't fit any of the 17 or so pre-set actions available in the drop down menu.

Bus Use: Indicates whether or not a vehicle is a bus, and if so, what type.

Initial Contact Point: Indicates, in a clockwise fashion with 12 o'clock the front of the car and six o'clock the rear, the area of first impact.

Undercarriage Damage: Indicates wheel impacts and damage to the underside of a vehicle.

Damage Estimate > \$501: Indicates whether an involved car had damages greater than 501 dollars. At least one involved car in a crash should have damages greater than 501 dollars, but not every vehicle listed in a crash need have that amount of damage.

Extent of Damage: Is the police officer's estimate of total damage to the vehicle as a result of the crash.

Vehicle Removal: Indicates how a vehicle was removed from a crash site scene.

Towed By: Is used when one of the towing options is chosen under Vehicle Removal. Type in the name of the towing company exactly as the police officer noted on the report. No need to spend time typing a phone number for the towing company though a number is sometimes included.

Hit and Run: Indicates if the driver left the scene of the crash. The car may still be there, but if the driver left on foot, it is still a hit and run.

First Event: Is not necessarily the most harmful event. What was the first major thing that happened in a crash's sequence of events?

Second Event: Is the second major thing that happened within a crash's sequence of events. Leave as "Choose" if unknown.

Third Event: Is the third major thing that happened within a crash's sequence of events. Leave as "Choose" if unknown.

Fourth Event: Is the fourth major thing that happened within a crash's sequence of events. Leave as "Choose" if unknown.

Most Harmful Event: Is not necessarily the first event. The most harmful event is the part of the crash that led to death, injury, or damage. Fatalities take precedent over injuries, and injuries over property damage.

Animal: Is chosen if Live Animal is a most harmful event.

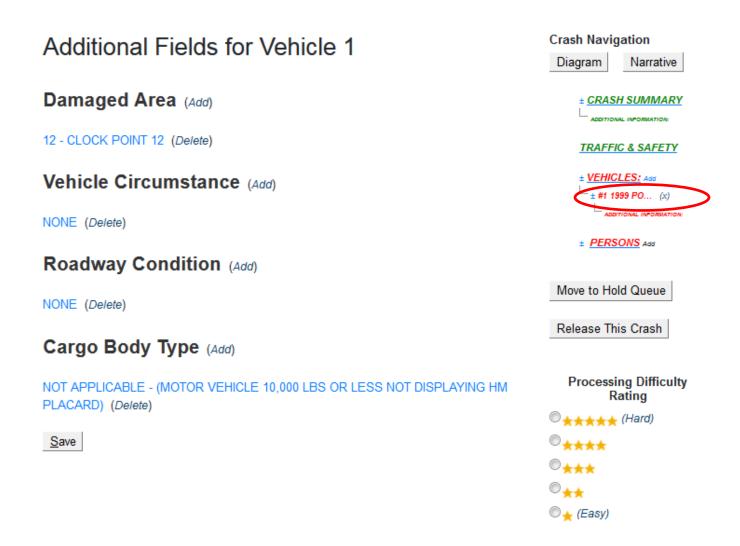
Headlights On: Indicates if the vehicles headlights were on at the time of the crash.

WHEN COMPLETE with the above, select "Save" and correct any fields that show in red. Select "Add" next to the Vehicles menu if another vehicle needs to be entered.

VEHICLES ADDITIONAL INFORMATION

For electronic crash forms, this page will be pre-populated but still requires a review for accuracy. When you are complete with each of the Vehicles involved, you will select the diminutive plus to the left of each Vehicle and select **Additional Information**. When you select **Additional Information** it will look like this. For each variable (Ex. Damaged Area) you can select **Add**, make a selection and select **Save**.

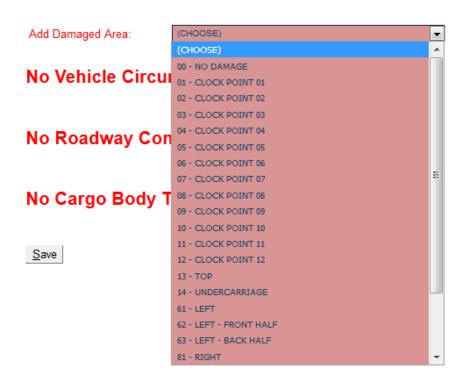
For new crash forms, Vehicles Additional Information will need to be added by selecting **Additional Information** and then **Add** next to each variable.



Damaged Areas: Describes up to two areas of a vehicle that have been damaged in the reported crash. Select **Add** to add a damaged area, then select **Save**.

Additional Fields for Vehicle 1

No Damaged Areas (Add)



Damaged areas indicates, in a clockwise fashion with 12 o'clock the front of the car and six o'clock the rear, the area of notable vehicle damage. Select **Save** to add the damaged area. Select **Add** again to add another damaged area if necessary.

Vehicle Circumstances: Describes up to two vehicle defects or maintenance issues that contributed to the crash. Select **Add** to add a vehicle circumstance and select **Save**.

Roadway Conditions: Describes up to three road way circumstances that contributed to the crash. Select **Add** to add a roadway condition and select **Save**.

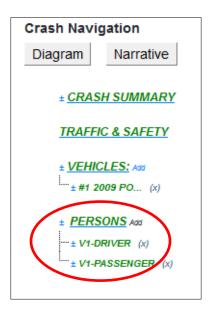
Cargo Body Types: Describes up to two cargo configurations for commercial vehicles. Select **Add** to add a cargo body type and select **Save**.

When the additional fields are added or changed, the Crash Navigation menu for this section will change from red to GREEN text.

Persons

For electronic crash forms this section should be pre-populated. Review and edit for accuracy. This page provides information on the people involved in a crash. Click on plus sign to the left of the Persons to view the Persons involved, i.e., V1-Driver, V1-Passenger. This list could be long if a multi vehicle crash has occurred. If no Persons have been added and need to be, select the diminutive **Add** to the right.

For new crash forms, Persons will need to be added by selecting **Add** next to Persons.

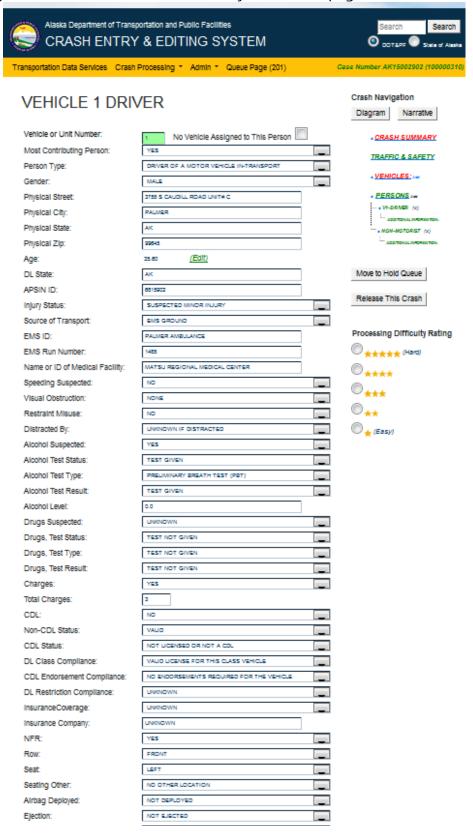


If you select **Add**, you will see this pop-up:



There are many choices but you will most likely choose "Driver of a Motor Vehicle In-Transport" or "Passenger of a Motor Vehicle In-Transport," with pedestrian and bicyclist occasionally. Persons are listed by vehicle number and whether they are a driver, passenger or occupant. After you Add a person and enter their data, their entry will be under the Person section of the crash navigation pane as vehicle number and person type (e.g. V1-DRIVER). For persons who are not in a vehicle, like a pedestrian or bicyclists, their entry will display as "NON-MOTORIST" under the Persons menu.

When you click on a Person that was listed, you will see a page like this:



NOTE: Select "**Populate Missing Crash Summary Fields with Default Values**" at the bottom before data entry. This button fills each field with a default value and will help you move through the page quicker.

If you encounter a <u>hit and run</u> accident, many parts of the form will be incomplete. Use the "unknown" option rather than "not reported" field entry options.

Vehicle or Unit Number: This denotes the vehicle or unit the person is associated with. <u>Important:</u> Double check the person being described matches the unit or vehicle number listed in this field.

No Vehicle Assigned to This Person: If describing a non-motorist (e.g. bicyclist, pedestrian), check this box.

Most contributing person: This usually is chosen for the person who is the driver of the most contributing unit or vehicle, but a passenger can be the person who causes a crash. This is a "yes" or "no" drop down list.

Person Type: Can be the driver, a passenger, a pedestrian, a bicyclist, and more. Police will sometimes fill out reports where a passenger is labeled as a witness. In that case, change their "person type" from witness to passenger. We need to know the numbers of people in the vehicles and units involved in the crash. We need to know the number of witnesses, which is entered on the crash summary page, but you do not need person information on witnesses.

Gender: Is indicated by the reporting officer. If unknown, Gender will populate as "Unknown".

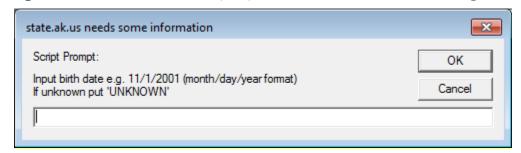
Physical Street: Add physical address and not a PO Box.

Physical City: If unknown will populate as, "Not Reported."

Physical State: If unknown will populate as, "NR."

Physical Zip: If unknown will populate as, "Not Reported."

Age: Enter date of birth in a MM/DD/YYYY format. Click on "calculate age," this appears:



Enter the birth date and click 'OK'. A decimal age will appear in the age field on the person page. The birthdate will no longer be available.

DL State: This is the two letter code for the state that issued the driver's license. If unknown will populate with a two letter code, "NR."

APSIN ID: Is entered when a person has a record within the Alaska Public Safety Information Network (APSIN). The APSIN ID is indicated by the reporting officer. Sometimes the officer enters the same number as the DL Number.

Injury Status: Injury status is determined by the police responding to an accident.

Source of Transport: Notes if a person was transported to a medical facility.

EMS ID: Is the name of the emergency medical service company or agency that transported the person to the first medical facility.

EMS Run Number: Notes the number assigned the emergency medical service transport by the company or agency.

Name or ID of Medical Facility: Notes the name of the first medical facility the person is transported to.

Speeding Suspected: Notes if speeding is suspected.

Visual Obstruction: Notes if a person's view was obstructed from within or outside the vehicle or unit.

Restraint Misuse: Notes if seatbelt or other restraint was misused.

Distracted By: Notes the way a person's attention may have been diverted.

Alcohol Suspected: Notes whether an officer believes alcohol may have been a factor. If "NO" is chosen, "TEST NOT GIVEN" becomes the default for the next three alcohol questions.

Alcohol Test Status: Determines whether an alcohol test was administered.

Alcohol Test Type: Determines the kind of alcohol test administered.

Alcohol Test Result: Notes result as not given, positive, negative or unknown.

Alcohol Level: Is a numeric field where the officer notes the value of the test given. If no alcohol test given then enter '0.0. You are limited to four characters. You can take the zero out and then you can have a BAC of three significant digits. (e.g. a BAC of 0.368 becomes .368).

Drugs Suspected: Denotes whether an officer believes drugs may have been a factor. If "NO" is chosen, "TEST NOT GIVEN" becomes the default for the next three drug questions.

Drugs, Test Status: Determines whether a drug test was administered.

Drugs, Test Type: Determines the kind of drug test administered.

Drugs, Test Result: Is a drop down menu indicating whether the administered test was positive or negative.

Charges: Indicates whether any charges were filed for this person.

Total Charges: Is a numerical field indicating the number of charges the police officer issued.

CDL: Notes whether a person has a Commercial Driver License and was a driver.

Non-CDL Status: Notes the status of a driver's license for a person without a Commercial Driver License.

CDL Status: Notes the status of a driver's license for a person with a Commercial Driver License.

DL Class Compliance: Notes whether driver has appropriate license for the type of vehicle driven.

CDL Endorsement Compliance: Notes whether any endorsements are required on a CDL for the driven vehicle, and whether there is compliance with those endorsements.

DL Restriction Compliance: Notes if the driver is complying with required restrictions (e.g. corrective lenses).

Insurance Coverage: Indicates if the driver has car insurance.

Insurance Company: Notes the name of the person's car insurance provider.

NFR: Notes if an officer provided a person a Notice of Financial Responsibility.

Row: Indicates the row a person was sitting in at the time of the crash.

Seat: Indicates, within a row, if the person was sitting in the left, right, or middle seat.

Seating Other: Is for passengers not in a typical row and seat arrangement. This might include riding on the exterior or the sleep cab of a truck.

Airbag Deployed: Notes availability and location of air bags for the person and whether they were deployed at time of the crash.

Ejection: Notes whether a passenger was partially or fully thrown from a vehicle.

Ejection Path: Notes through what opening in the vehicle a passenger was partially or fully thrown.

Extrication: Is when equipment, or some sort of force beyond carrying the person, was used to remove someone from a wrecked vehicle.

PERSONS ADDITIONAL INFORMATION

For electronic crash forms this section should be pre-populated. Review and edit for accuracy. When you are complete with each of the Persons involved, you will select the diminutive plus to the left of each Person and select **Additional Information**. When you select **Additional Information** it will look like this. For each variable (Ex. Contributing Circumstances) you can select Add to add data.

For new crash forms, Additional Information will need to be added by selecting **Additional Information** below Persons.

Crash Navigation Additional Fields for Person 1 Diagram Narrative Contributing Circumstance (Add) ± CRASH SUMMARY NO CONTRIBUTING ACTION / CIRCUMSTANCE (Delete) TRAFFIC & SAFETY ± VEHICLES: Add Restraint System / Safety Equipment (Add) ± #1 1999 PO... (x) SHOULDER AND LAP BELT USED (Delete) ± PERSONS Add Individual Condition (Add) ± V1-DRIVER (x) NONE/APPARENTLY NORMAL (Delete) ± V1-PASSENGER (x) Drug Detected (Add) ± V1-PASSENGER (x) NOT APPLICABLE (Delete) DL Class (Add) Move to Hold Queue D - BASIC DRIVER (Delete) Release This Crash DL Endorsement (Add) **Processing Difficulty** Rating NONE/NOT LICENSED (Delete) DL Restriction (Add) 0*** 0 0 - NONE/NOT LICENSED (Delete) ⊕ (Easy) Action Prior to Crash (Add) NOT APPLICABLE (Delete) No Charges (Add) Save 3

Contributing Circumstances: Describes up to four actions or circumstances that existed at the time of the crash that may have contributed to the crash. Select **Add** to add a contributing circumstance and then select **Save**.

Restraint Systems: Describes up to four restraint systems or safety equipment in use at the time of the crash. Select **Add** to add a restraint system and then select **Save**.

Individual Conditions: Describes up to two physical impairments for this person that may have contributed to the crash. Select **Add** to add an individual condition and then select **Save**.

Drugs Detected: Describes up to four drugs detected by the drug test performed. Select **Add** to add a drug detected and then select **Save**.

DL Classes: Describes up to two driver's license classes the person may have. This is to be entered for drivers, not passengers. Select **Add** to add a DL class and then select **Save**.

DL Endorsements: Describes up to five endorsements for commercial and non-commercial licenses. Select **Add** to add a DL endorsement and then select **Save**.

DL Restrictions: describes up to three restrictions a driver may have assigned to their license. Select **Add** to add a DL restriction and then select **Save**.

Actions Prior to Crash: This field is specific to the non-motorists section of a crash report. The field describes up to two actions a non-motorist was performing prior to a crash. Select **Add** to add an action prior to crash and then select **Save**.

Charges: Is used when the crash report indicates charges were issued due to the crash. One drop down and four free text fields are filled out for each charge. Select **Add**.

No Charges	Add)	
Citation Issued:	(CHOOSE)	▼
Citation Number:		
Statute:		
Description:		



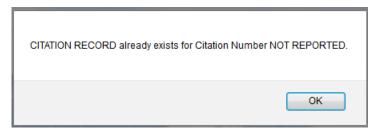
Citation Issued: Notes whether or not a citation was issued, or if that status is known. Without hitting save, tab your cursor to the next field for citation number.

Citation Number: This is a unique number given the citation by the reporting police officer. Without hitting save, tab your cursor to the next field for statute. Add **Not Reported** if unknown.

Statute: This field identifies the state or local law used to issue the charge. Without hitting save, tab your cursor to the next field for the statute description. Add **Not Reported** if unknown.

Description: Is the short character-based description of the statute and violation committed, Ex. DUI, Ran Stop Sign.

For multiple citations you will need to **Save** each one, then select **Add** for the next one. When entering Not Reported for Citation Number and Statute you will need to add a unique number for each. Ex. Not Reported 1, Not Reported 2, etc. If you do not you will see this error message:



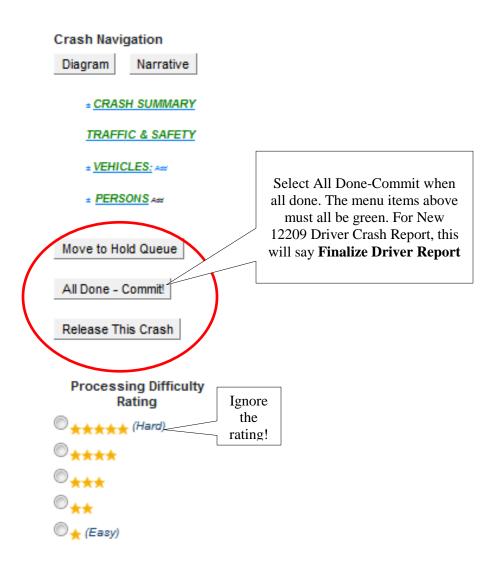
Finalizing the Crash Form

When all data entry is complete for you can select **All Done- Commit!** For 12209 Driver Reports you will select **Finalize Driver Report**. All menu items above the commit button must be green prior to committing or finalizing a crash form. This will save the final in Alaska DOT&PF's database. Thank you!

If you are still working on a crash form and need to come back to it later, select **Move to Hold Queue**. You can also use this if you are having difficulty processing a crash. In that case, make a note of the Case # or SR # and notify Alaska DOT&PF Crash Data Manager.

If you are editing a crash form and would like a coworker or manager to review, select **Release this Crash** which will unlock it.

Ignore the Rating section.





STATE OF ALASKA

Confidentiality of Information Acknowledgment

In performing their duties, many employees/contractors have access to confidential personal or financial information concerning state employees or entities that do business with the state. It is important that persons with access to confidential information understand their duty to maintain the confidentiality of that information.

Dein	ted Name	 Signatu	ro	
	ti fication Statement: By signing bel rmation included in this acknowleds		ledge that I have	read and understand the
>	Information that by its nature mupartners, including but not limited	ust be secured to credit ca	d to prevent harm ard information a	to the state or its business nd vendor tax information.
>	 personnel matter, and other state business that is confidential under statute. All information that is confidential by law, including but not limited to tax matters and beneficiary programs. 			imited to tax matters and
Exa ➤	mples of confidential information co Personnel information covered be as social security numbers, birth personnel actions, investigations	by AS 39.25.0 dates, home s, grievances,	080 (see page 2), addresses/phone applications, app	as well as information such numbers, leave balances, peals, or any other
3.	I acknowledge that I could suffer disciplinary action, including discharge from state employment, and, in certain circumstances, face criminal penalties for revealing confidential information to someone who does not have both a business need and a legal right to know the information, or for misusing confidential information. If I do not know whether a person requesting confidential information is entitled to receive the informatio will consult my supervisor.			
2.	I will handle and store confidential policy.	l information	in accordance w	ith state and department
1.	I,	lential inform that I will no	I understand attion about state discuss, disclose	that, in performing my employees or entities that e, or cause disclosure of any



STATE OF ALASKA

Confidentiality of Information Acknowledgment

Alaska Statute 39.25.080

Sec. 39.25.080. Personnel records confidential; exceptions.

- (a) State personnel records, including employment applications and examination and other assessment materials, are confidential and are not open to public inspection except as provided in this section.
- (b) The following information is available for public inspection, subject to reasonable regulations on the time and manner of inspection:
- (1) The names and position titles of all state employees;
- (2) The position held by a state employee;
- (3) Prior positions held by a state employee;
- (4) Whether a state employee is in the classified, partially exempt, or exempt service;
- (5) The dates of appointment and separation of a state employee;
- (6) The compensation authorized for a state employee; and
- (7) Whether a state employee has been dismissed or disciplined for a violation of AS 39.25.160 (l) (interference or failure to cooperate with the Legislative Budget and Audit Committee).
- (c) A state employee has the right to examine the employee's own personnel files and may authorize others to examine those files.
- (d) An applicant for state employment who appeals an examination score may review written examination questions relating to the examination unless the questions are to be used in future examinations.
- (e) In addition to any access to state personnel records authorized under (b) of this section, state personnel records shall promptly be made available to the child support services agency created in AS 25.27.010 or the child support enforcement agency of another state. If the record is prepared or maintained in an electronic data base, it may be supplied by providing the requesting agency with access to the data base or a copy of the information in the data base and a statement certifying its contents. The agency receiving information under this subsection may use the information only for child support purposes authorized under law.

Alaska Statute 39.25.900

Sec. 39.25.900. Penalties.

- (a) A person who willfully violates a provision of this chapter or of the personnel rules adopted under this chapter is guilty of a misdemeanor.
- (b) A state employee who is convicted of a misdemeanor under this chapter or the personnel rules adopted under this chapter immediately forfeits the employee's office or position.

The Alaska Whistleblower Act

The Alaska Whistleblowers Act (AS 39.90.100 — 39.90.150) prohibits public employers from discharging, threatening, or otherwise discriminating against employees for reporting matters of public concern to a public body. The whistleblower protection extends to those who have made — or are about to make — reports on matters of public concern, as well as those who participate in court actions, investigations, hearings, or inquiries on matters of public concern.

A "matter of public concern" means a violation of state, federal, or municipal law, regulation, or ordinance; a danger to public health or safety; gross mismanagement, substantial waste of funds, or clear abuse of authority; a matter that the office of the ombudsman has accepted for investigation; or interference or failure to cooperate with the Legislative Budget and Audit Committee.

A "public body" means an officer or agency of the federal government, the state, a political subdivision of the state, a public or quasi-public corporation or authority established by state law, or the University of Alaska. Consequently, whistleblower protection could apply to a state employee's report to his or her own employer.

Whistleblower protection applies only when the reporting person reasonably believes that the information reported is or is about to become a matter of public concern and the person reports the matter in good faith. The protection does not apply if the matter of public concern is the result of the reporting person's own conduct, unless the reporting person's employer required that conduct.

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Ramp Related

07 - Crossover-Related

06 - Railway Grade Crossing

Above Within an

99 - Unknown

Interchange Area (Median,

Shoulder or Roadside)

99 - Unk.

00 - No

01 - Officer Present

97 - Not Applicable

02 - Law Enforcement Vehicle Only Present

WORKERS PRESENT

00 - No 01 - Yes 97 - N/A

^{*} For person types go to the PERSON page

ALASKA MOTOR VEHICLE COLLISION REPORT	SR #:	INCIDENT/CASE #
CRASH DESCRIPTION		
CRASH DIAGRAM		
Check if supplemental diagram		

Page ____ of ___

HM - Hammer WE - Welder HD - Hydraulic Dump WS - Wood S LF - Lift Boom CE - Unlisted LT - Light Tower of Contr	Splitter	MK - Minibike M MY - Minicycle M	MC - Motorcycle MS - Motorscooter MV - Multi-wheel	EN - Er	closed Body, R	Removable Enclosure Ionremovable Enclosure
SPECIAL FUNCTION 00 - No Special Function 01 - Taxi 02 - Vehicle Used as School Bus 03 - Vehicle Used as Other Bus 04 - Military 05 - Police 06 - Ambulance 07 - Fire Truck 08 - Emergency Services Vehicle 09 - Incident Response 99 - Unknown	EMERGENCY USE 01 - Non-Emergency, Non-Trans 02 - Non-Emergency, Transport 03 - Emergency Operation, Eme Equipment not in Use 04 - Emergency Operation, Eme Equipment in Use 97 - Not Applicable 99 - Unknown DIRECTION OF TRAVEL 00 - Northbound 01 - Southbound 02 - Eastbound	ergency Warning	POSTED SPEED LIMIT mph.	TRAFFICWAY DESCRIPTI 00 - Non-Trafficway Area 01 - Two-Way, Not Divided 02 - Two-Way, Not Divided, Wir a Continuous Left Turn Lan 03 - Two-Way, Divided, Unprote (Painted >4 Feet) Median 04 - Two-Way, Divided, Positive Median Barrier 06 - One-Way Trafficway 08 - Entrance/Exit Ramp 99 - Unknown	th e ected	TOTAL THRU LANES 00 - Non-Trafficway Area 01 - One Lane 02 - Two Lanes 03 - Three Lanes 04 - Four Lanes 05 - Five Lanes 06 - Six Lanes 07 - Seven or More Lanes 99 - Unknown
ROADWAY ALIGNMENT AND Horizontal Alignment: 00 - Non-Trafficway Area 01 - Straight 02 - Curve Right 03 - Curve Left 99 - Unknown TRAFFIC CONTROL DEVICE V 00 - No Controls 01 - Device Not Functioning 02 - Device Functioning Improperly	Grade: 00 - Non-Trafficwa 01 - Level 02 - Grade, Unk S 03 - Hillcrest 04 - Sag (Bottom)	Slope 05- Uphill 06 - Downhi 99 - Unknov	00 - No Conti 01 - Traffic C without F 02 - Traffic C with Ped 03 - Traffic C known w 04 - Flashing 07 - Lane Us 08 - Other Hi	rontrol Device Type rols rols rols rols rols rols rols redestrian Signal ontrol Signal (on colors) restrian Signal ontrol Signal (on colors) restrian Signal ontrol Signal (on colors) not hether or not Pedestrian Signal Traffic Control Signal re Control Signal ghway Traffic Signal h Highway Traffic Signal	28 - Other F 29 - Unk Re 40 - Warnin 50 - Person crossin	ign Zone Sign/Device Regulatory Sign egulatory Sign g Sign i (flagger, law enforcement, g guard, etc.) y Crossing Device
VEHICLE MANEUVER / ACTIO 00 - No Driver Present 05 - S 01 - Going Straight 06 - P 02 - Decelerating In Road 07 - D 03 - Accelerating In Road 08 - L 04 - Starting In Road 09 - E	topped In Road assing Or Overtaking Another Ve isabled Or "Parked" In Travel Lan eaving A Parking Position ntering A Parking Position	10 - Turnin hicle 11 - Turnin ne 12 - Makin 13 - Backin	g Right g Left	15 - Changing Lanes 16 - Merging 98	7 - Successful Maneuver 3 - Other: 9 - Unknown	I Avoidance To A Previous Critical Event
		- Transit/Commuter - Shuttle		Modified for Personal/Private Us Other	se	99 - Unknown

08 - Truck Tractor/Triple (Three Trailers)
10 - Passenger Car (Only If Vehicle Has HM Placard)
11 - Light Truck (Only If Vehicle Has HM Placard)
19 - Truck More Than 10,000 lbs., Cannot Classify
20 - Bus/Large Van (Seats for 9-15 People, Including Driver)
21 - Bus (Seats for 16 People or More, Including Driver)
97 - Not Applicable

	20 - Bus/Large Van (Seats for 9-15 People, Including Driver)
	21 - Bus (Seats for 16 People or More, Including Driver)
	97 - Not Applicable
	98 - Other
	99 - Unknown
I	

HAZARDOUS MATERIALS (Cargo Only)

icle Has HM Placard)	
0 lbs., Cannot Classify	
or 9-15 People, Including Driver)	
le or More, Including Driver)	

Placard Displayed 00 - No 01 - Yes

97 - Not Applicable

09 - Pole Trailer 10 - Logging

HM 4-Digit #

diamond or box

or name from

05 - Concrete Mixer 06 - Auto Transporter 07 - Garbage/Refuse 08 - Grain/Chips/Gravel

96 - No Cargo Body - (Bobtail, Light Motor Vehicle with Hazardous Materials [HM] Placard, etc.) 97 - Not Applicable - (Motor Vehicle 10 000 lbs

0,	Trott applicable (Motor Verlicle 10,000 lbc.	
	or Less not Displaying HM Placard)	
98	- Other	
99	- Unknown	

HM Class #	Was Haz Mat Released
from bottom	from this Vehicle's Cargo?
of diamond	00 - No. 01 - Ves. 97 - Not Applicable

Page	of	
------	----	--

00 - No 01 - Yes

Involvement

00 - No 01 - Yes 97 - Not Applicable

ALASKA MOTOR VEHICLE COLLISION REPORT **CHARGES FOR THIS CRASH CITATION NUMBER CHARGE (STATUTE OR ORDINANCE CITE)** PERSON # CITATION ISSUED -**CHARGE DESCRIPTION** PERSON # CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED -**CHARGE DESCRIPTION** PERSON # _ CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED -**CHARGE DESCRIPTION** PERSON # CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED _____ **CHARGE DESCRIPTION CITATION NUMBER CHARGE (STATUTE OR ORDINANCE CITE)** PERSON # CITATION ISSUED -**CHARGE DESCRIPTION** PERSON # ____ CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED -**CHARGE DESCRIPTION** PERSON # CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED -**CHARGE DESCRIPTION** PERSON # **CITATION NUMBER CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED ____ -**CHARGE DESCRIPTION** PERSON # _ CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED — **CHARGE DESCRIPTION** PERSON # CITATION NUMBER **CHARGE (STATUTE OR ORDINANCE CITE)** CITATION ISSUED -**CHARGE DESCRIPTION**

Page ____ of ____

SR #:

INCIDENT/CASE #

ALAS	KA MOTOR VEHICLE C	OLLISION RE	EPORT	SR #:	INCIDENT	CASE #
	SES TO THIS CRASH ME (Last, First, Middle, Suffix)		SEX	[OL/DL#	STATE
DOB	PHYSICAL ADDRESS	CITY	01 - Male 02 - Female 99		CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE		CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE		CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL#	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	СІТҮ	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	СІТҮ	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL#	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE	ZIP	CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE		CONTACT PHONE	APSIN ID#
FULL NA	ME (Last, First, Middle, Suffix)		SEX 01 - Male 02 - Female 99	- Unk.	OL / DL #	STATE
DOB	PHYSICAL ADDRESS	CITY	STATE		CONTACT PHONE	APSIN ID#

Page

SR #:

12-200 Revised 04/04/2012

ALASKA MOTO	R VEHICL	E CRA	SH F	ORM	12-209	•					ED#			
CRASH INFORMAT	ION	(One	choice p	er field เ	unless other	wise r	noted. Othe	er* sh	nould b	e explai	ned in nar	rative)		
Total # Vehicles Crash Date	Tir	me of Crash	O am	Crash Da	9y		03 WED 04 THU		05 FRI 06 SAT	07.5	SUN Crash	occurred	l in (City / Bor	ough)
Name of Street or Highway			Miles	O Nor			Nam	ne of C	Cross Stre	et, Highwa	y, Bridge, et		OFFICIAL U	
	•			(East		st of: ntersec	tion with:					LO	cation Control	Reference Point
02 Clear 0 03 Cloudy 0 04 Fog/ smoke 0 05 Ice fog 0 06 Rain 0	07 Sleet, hail (free 08 Severe crosswi 09 Snow 10 Other* 11 Not reported 12 Unknown	inds	0 02 0 04 0 04 0 04	Dark - ligh Dark - not Dark - unl Daylight Twilight Other*	known lighting	Ŏ	07 Not report 08 Unknown		01 02 03 04 05 06	y / Junction Crossover Driveway Not a junc On ramp Off ramp Railway c	ction (crossing (09 Y - i 10 Fou 11 Five 12 Unl	ntersection ntersection r way interse point or mor nown	e
First Sequence of Events (what wa		ou crashed in COLLISIO		it was the f	irst event that i	esulted	in the crash. (CHEC	K <u>ONLY O</u>	<u>ne</u> for ei		ION OR N		N
02 Animal 10 03 Bicyclist 11 04 Bridge / overpass 12 05 Bridge rail 11 06 Crash cushion 14 07 Culvert 115	9 Ditch 0 Embankment 1 Fence 2 Guard rail face 3 Guard rail end 4 Light support 5 Machinery 6 Mail box	17 Med 18 Mod 19 Parl 20 Ped 21 Side 22 Sigr 23 Sno 24 Traf	dian barrie ose ked vehicle lestrian eswipe n owberm	2 00000	25 Train 26 Tree / shruk 27 Utility pole 28 Vehicle in to 29 Vehicle - re 30 Vehicle - ho 31 Vehicle - an 32 Other fixed	ansit ar end ad on gle			34 Cros 35 Dow 36 Equi	nhill runa pment fai osion / fire ersion	nift an / centerlin way lure		40 Overtu 41 Ran of 42 Separa 43 Other	f road ation of units
◯ 02 Gore	nts (where did the of 4 Outside of traffict 5 Parking lot 6 Roadside	way	07 Roadw	l use paths	○ 10 Unkı	nown	Road Surface O1 Dry O2 Ice O3 Wate		O 04 5 O 05 5 O 06 5			07 Wet 08 Other*	Did poli investig this cras	ate O Yes
YOUR DRIVER INF) os mano							
Your Name (Vehicle Driver's Last N			e)						Your Dat	e of Birth		Your Co	ntact Telepho	one
Your Mailing Address					Your Driver Li	cense N	umber		Your Driv	ver Licens	e State	Your Driver License Country		
Your City		Your State			Your Zip Code	•	Your Residen	nce Co	untry			1		
YOUR VEHICLE IN	FORMATI	O N			·		<u> </u>			'				
Your Vehicle Damage	No. of Occu			Your Vehic	cle Owner's Na	me (Last	t, First, Middle	Initial)			Vehicle	Owner's Tele	phone
	3 Disabling 4 Totaled	05 Unkno	own	Your Vehic	cle Owner's Ma	iling Ad	dress					1		
O2	O3	O4		Your Vehic	cle Owner's City	′				Your Vehi	cle Owner's	State	Vehicle Own	er's Zip Code
			_	Vehicle Ye	ear Vehicle M	ake	Ve	hicle I	Model		License Pla	ite#	Vehicle Licer	ise State
O1			O5	Your Vehic	cle's Direction o	of Travel							Damage Es	timate
	<i></i>			O 01 No	orth 02	South	○ 03 Ea	ist	O 04	l West	○ 05 Un	known	00	ver \$501
O 08 CHECK ONLY ONE TO SHO	_	○ 06 IMPACT		01 Fa	cle Driver's Inju tal capacitating	Ó	s (vehicle pass 03 Non-incapa 04 Possible	_		05 No		O 0	7 Unknown	
Roadway Circumstances (that may O1 Debris O2 Inoperative traffic device O3 Missing traffic device O4 Obscured traffic device O5 Obstruction in roadway O6 Shoulder	y have contributed 07 Road 08 Ruts, 09 Schoo 10 Work 11 Worn, 12 None	surface cond holes, bump ol zone zone , polished ro	dition os	C C)13 Other*)14 Unknown	000000	Vehicle Action 01 Avoiding ol 02 Backing 03 Changing Ia 04 Entering tra 05 Leaving tra 06 Making U-t 07 Merging	bjects anes affic la ıffic laı	ine	00000	08 Out of cor 09 Passing 10 Parked 11 Skidding 12 Slowing 13 Starting 14 Stopped		○ 16 Tur ○ 17 Tur ○ 18 Oth ○ 19 Unl	er*
02 No traffic controls 03 Road construction signs 04 RR crossing device	O5 School zone O6 Stop sign O7 Traffic contr O8 Warning sig	rol signal gns	0 10 Y 0 11 C 0 12 L	ield sign Other* Inknown	gman / Guard		cle Configurati 01 Dog sled 02 Light truck 03 Motorhome 04 Motorcycle	(4 tire e	es)	06 I	Off highway v Passenger ca Pedalcycle Pedestrian			Other* Unknown
CRASH DESCRIPTI	ON (Write a	brief nari	rative de	escribing	the crash)									

ALASKA MO				ASH F	ORM	12-209									
OTHER DRIVE	R'S INFO	O R M A 1	TION												
Other Driver's Name (Last N			Oth	Other Driver's Date of Birth			th Other Driver's Contact Telephone								
Other Driver's Mailing Addr		Other Driver's License # Other Driver's Licen				ense St	nse State Other Driver's License Country								
Other Driver's Mailing Addı	Oriver's Mailing Address City Other Driver's State						Other Driver's Zip Code Other Driver's Residence Country								
OTHER DRIVE	R VEHIC	LE IN	FORM	ATIO	N										
Other Vehicle Damage	Other Vehicle	No. of Occ	<u>cupants</u>		Other Ve	hicle Owner's Na	me (Last, l	First, Middl	le Initial)			Other Vehicle Owner's Telephone			
01 None / minor 02 Functional	03 Disablin 04 Totaled) 05 Unk	nown	Other Ve	hicle Owner's Ma	iling Addı	ess							
O 02	O 03	(04		Other Ve	hicle Owner's Cit	У			Other Vehicle Owner's State				nicle Owner's Zip	
		5			Vehicle Y	ear Vehicle Ma	ke	Ve	ehicle Mod	Model License			Vehicl	e License State	
O1				O5	Other Ve	hicle's Direction (Damage Estimate				
					O 01 N	lorth 02	South	O3 E	ast (04 West	0	05 Unknov	wn	Over \$501	
O 08 CHECK ONLY ONE 1	O 07		○ 06 MPACT		O 01 F	hicle Driver's Inju atal ncapacitating	03	(vehicle pa Non-incap Possible	-	re listed belov O 5 N O 06 N	one		O7 Unkn	own	
CHECK ONLY ONE TO SHOW FIRST AREA OF IMPACT Other Driver's Roadway Circumstances (that may have contributed to the crash) O1 Debris O2 Incapacities O3 Posad surface condition O2 Incapacities O3 Posad surface condition O3 Missing traffic device O4 Obscured traffic device O5 Obstruction in roadway O6 Shoulder O1 None							01 02 03 04 05	Other Driver's Vehicle Action O1 Avoiding objects in road O2 Backing O3 Changing lanes O4 Entering traffic lane O5 Leaving traffic lane O6 Making U-turn O8 Out of control O9 Passing O1 Parked O17 Tur O11 Skidding O18 Oth O19 Parked O19 Parked O17 Tur O18 Entering traffic lane O19 Unit						15 Straight ahead 16 Turning right 17 Turning left 18 Other* 19 Unknown	
Other Driver's Traffic Control 01 Flashing signal 02 No traffic controls 03 Road construction of the Controls 04 RR crossing device	05 Sc 06 St signs 07 Tr	chool zone	signs ol signal	09 0 10 0 11	Officer / Fla Yield sign	rent from yours) agman / Guard	Other D		ne	uration	Off hig	ghway vehio nger car cycle	cle	O9 Other*	
INJURY SECTI	ON (Fill	in the nar	me of in	jured pers	on, injury	status, teleph	one num	ber, and	which ve	hicle they oc	cupie	d when th	e crash oc	curred)	
Name		Injury Stat		ing (03	8 Non-inca _l	pacitating 🔘 0	4 Possible	• ○ 05 N	None 🔘	07 Unknown	Tel	lephone		Vehicle License	
		○ 02 Inc	capacitat	ing () 03	Non-inca	pacitating 0	4 Possible	e 🔾 05 N	None 🔘	07 Unknown					
		0 02 Inc	•		Non-inca			05 N		07 Unknown					
		○ 02 Inc				pacitating () (comr	olata tha C	`ortificato c	f Insurance could	
YOUR INSURANCE IN CRASH	FORMATION Crash Date		CEF	Crash Loc		E OF I	N S U	RAN	CE					driver's license)	
INFORMATION						B		V 5 :	60: 1	- Lv - 5 ·			. lv 5		
DRIVER	Your Name (D	river's Last	Name, Fi	rst Name, N	'liddle Initia					Your Dri			river's License State		
INFORMATION	Your Mailing Address					Your City	,				Your Z	our Zip Code Y		Your Contact Telephone	
VEHICLE OWNER	Vehicle Owner's Name (Last Name, First Name, Middl											License Number		Owner' License State	
INFORMATION	Vehicle Owner's Mailing Address				Own	Owner's City Owner's S			er's State	State Ow		r's Zip Code	e Owner	's Contact Telephone	
VEHICLE INFORMATION	Vehicle year	Vehicle m	ake	,	Vehicle mo	del	License	plate #	Vehicle	License State		Vehicle Ide	entification l	Number (VIN)	
	Did you have a current automobile liability policy in effect covering this accident? YES NO Insurance Company or Insurance Carrier Name Insurance Policy Number														
INSURANCE	insurance Company or insurance Carrier Name									Illisulance	lolicy	Number			
INFORMATION	Address and Telephone Number of Insurance Agent					- In				Insurance Policy FROM Period:			то		
SIGNATURE	YOUR SIGNAT	URE													
Insurance Verification: If												MAII	THIS FO	RM TO:	
crash indicated above, the listed on the bottom right of													V Main C		
	ASON FOR	DENIAL	L <u>:</u>										. Box 11		
Policy expired before Policy effective after		Driver is Lapse in		red on polic	СУ									11-0221	
O Policy number given	_	Other:			Aut	norized Represer	tative Sig	nature / D	Date			-	//907) 46 /+") fi&(