

# STATE OF ALASKA REQUEST FOR PROPOSALS



## QUALITY ASSURANCE ROAD INSPECTIONS

### FEDERALLY FUNDED

**RFP 2524H036**

**ISSUED FEBRUARY 15, 2024**

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**ISSUED BY:**

DEPARTMENT OF TRANSPORTATION AND PUBLIC  
FACILITIES  
DIVISION OF PROGRAM MANAGEMENT AND  
ADMINISTRATION

**PRIMARY CONTACT:**

**CHERISH PETRENCHAK**  
**PROCUREMENT OFFICER**

**CHERISH.PETRENCHAK@ALASKA.GOV**

**(907) 465-8447**

### **OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities (DOT&PF) is soliciting services for the inspection, assessment, and documentation of road conditions for 3,000 randomly selected one-tenth mile long road segments maintained by the Department across the State of Alaska. The road condition information gathered under this contract will then be incorporated into the State's Maintenance Management Systems (MMS) by DOT&PF staff. The data will be used to help determine the overall condition of the state's road system.

### SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Maintenance and Operations, estimates a budget of between \$950,000 and \$1,100,000 for completion of the project. Proposals priced at more than \$1,100,000 will be considered non-responsive.

Payment for the contract is subject to funds already appropriated and identified.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 P.M. prevailing Alaska Standard Time on March 8, 2024, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- Each field assessment member must have at least one (1) year of experience within the last 5 years performing highway maintenance or construction operations in Alaska or similar regions.
- At least one member of each field assessment team must have at least ten (10) years of experience performing highway maintenance or construction operations in Alaska or similar regions.

In addition, offerors **must provide evidence in writing** that the following equipment requirements will be met:

- Each assessment team shall have an appropriately equipped vehicle suitable for use on Alaska's roads. A pickup truck or SUV is recommended. Each vehicle shall be equipped with an accurate distance-measuring instrument (DMI) such as a Microdynamics DOT-Z1, and other equipment as required for safe and efficient operation on roadways in urban and rural areas. All vehicles must be appropriately registered and insured in the State of Alaska.
- For locations off the contiguous road system, the contractor must be able to utilize local transportation resources to accomplish the work such as passenger cars, trucks, or four-wheelers. In no case should the Department be expected to provide a vehicle or ground transportation.
- In addition, offerors **must provide written evidence** that the following equipment requirements will be met:

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

**SEC. 1.05 REQUIRED REVIEW**

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

**SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS**

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: CHERISH PETRENCHAK – PHONE: 907-465-8447

[CHERISH.PETRENCHAK@ALASKA.GOV](mailto:CHERISH.PETRENCHAK@ALASKA.GOV)

**SEC. 1.07 RETURN INSTRUCTIONS**

Offerors must submit one hard copy of their proposal and one CD or flash drive containing an electronic copy of the entire proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Emailed, faxed or oral proposals **will not be accepted**.

Department of Transportation & Public Facilities  
Alaska International Airports System Annual Audits  
Attention: Cherish Petrenchak  
RFP Number: 2524H036.  
Title: QUALITY ASSURANCE (QA) ROAD INSPECTIONS

If using U.S. mail, please use the following address:

PO Box 112500  
Juneau, Alaska 99811-2500

If using a delivery service, please use the following address:

3132 Channel Drive, Room 350  
Juneau, Alaska 99811-2500

**IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska.** All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

It is the offeror's responsibility to contact the issuing agency at 907-465-8855 to confirm that the offer has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

**SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

**SEC. 1.09 AMENDMENTS TO PROPOSALS**

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

## SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		February 15, 2024
Pre-Proposal Conference	11:00 A.M. Alaska Time	February 21, 2024
Deadline for Receipt of Proposals / Proposal Due Date	2:00 P.M.	March 7, 2024
Proposal Evaluations Complete		March 12, 2024
Notice of Intent to Award		March 14, 2024
Contract Issued		March 25, 2024

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Transportation or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

## SEC. 1.12 PRE-PROPOSAL

A pre-bid conference will be held at 11:00 A.M., Alaska Time, on February 21, 2024, at 11:00 A.M. Alaska Time.

**This conference will be telephonic only. To participate in this meeting, please use the following:**

**Call in Number: 1-907-202-7104**

**Access Code: 150 420 589 followed by the # sign.**

The purpose of the conference is to discuss the work to be performed with prospective Proposers and allow them to ask questions concerning the ITB. Proposers should read the ITB in full and come to the meeting prepared to discuss any questions or concerns. Proposers with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

**SEC. 1.13 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

**SEC. 1.14 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the project director.



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## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION**

In order to help accomplish the Department of Transportation and Public Facilities mission to “Keep Alaska moving through Service and Infrastructure,” the Department uses a statewide asset management program called the Maintenance Management System.

Part of this program is a proactive transportation asset management module called QA, which involves inventory and assessment of a random sample of Alaska’s state-maintained road network, and the extrapolation of the results collected from those sample road segments to approximate the condition of the entire state-maintained road network. The MMS QA module generates a random list of segments, typically 3,000, though this may change with priorities. Each segment is one tenth of a mile long. The purpose of the QA program is to enhance the Department’s asset management program through inspections, inventory of certain assets and documentation of the work accomplished. This program is used to justify and prioritize approximately \$300 million per year of Federal highway funding received by the State of Alaska.

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## **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK**

The DOT&PF Division of M&O is seeking a contractor to accurately conduct Q&A inspections on randomly selected road segments throughout the State of Alaska.

The data gathered in these inspections will be a key part of road maintenance planning and requires the accurate assessment of the selected segments. All work shall be conducted in accordance with the Department's MMS QA Program Manual. For the initial term of the contract, there are 3,000 one-tenth mile road segments to be inspected. The amount and location of segments to be inspected is subject to yearly change.

#### **Safety**

The safety of the contractor's employees, traffic, and the general public is paramount. The contractor shall comply with the Manual on Uniform Traffic Control Devices:

[https://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm)

The contractor shall not work in hazardous work conditions such as storms, fog, heavy rain, snow covered roads, icy roads, and whiteout conditions. The contractor will keep the DOT&PF Project Manager informed of hazardous road conditions and days not worked due to hazardous road conditions.

#### **Contractor Equipment**

Each assessment team shall utilize an appropriately equipped vehicle suitable for use on Alaska's roads as described in 1.04. A pickup truck or SUV is recommended for all locations where such transportation is available.

#### **Work Location and Travel**

Of the selected segments, approximately 20% have historically been located on remote roads (i.e. not on the contiguous road system) requiring alternate means of travel. For this contract Juneau, Alaska, is the only location not on the connected highway system which is not considered remote.

The offeror shall be responsible for making all travel arrangements and providing transportation to and from each inspection area.

#### **Contractor Work Schedule**

The contractor may work weekends and holidays, and generally set their own hours and schedule. The overall work season is April 15 through August 31. Inspections may not be performed in the presence of snow or wintry conditions. Contractor shall work with Project Manager if inspections cannot be completed due to weather to establish feasibility of pursuing inspections at a later date. Should return trips be required to finish inspections, the contractors fixed fee for segment inspections shall apply and costs for travel will be reimbursed by the State for any inspections performed after August 31. Contractor shall be held harmless for inspections that cannot be completed due to the safety conditions by August 31 for each contract year. Please see section 3.01 Safety for reference.

## **TASKS**

### **Task 1: Annual Mandatory Training and Kick off Meeting**

Prior to the contractor commencing work for the contract work season the assessment team supervisor and assessment team(s) are required to attend the Annual Kick off Meeting, which includes a training session. For each road inspection season, all inspectors are expected to attend annual training. The course is led by State of Alaska DOT&PF M&O personnel. The course is up to two continuous days and held in Anchorage around the last week of March each year. For the 2024 contract term, the training course will be held on April 11-12, in Anchorage. The time and place will be mutually agreed on at a later date.

The contractor will bring at least one vehicle to the training course and demonstrate the calibration process for the DMI. The contractor will be required to conduct two inspections, at sites selected by the Project Manager, under the supervision of Department staff during the training course.

The contractor will also be provided a copy of the departments current MMS QA Program Manual at the meeting, to be used during the training. See section 8: Attachments. The contractor shall demonstrate setup and use of the Department-provided Trimble tablet computers, which will contain the sites designated for inspection. Data is to be entered into the tablets to the satisfaction of Department staff.

### **Task 2: Assessment and Inspection of Road Segments**

All inspections shall be performed in accordance with the Department's QA Program Manual, using appropriate tablet computers and installed Esri Collector and/or Field Maps for ArcGIS software. The tablet computers shall provide a GPS-enabled map, allowing easy location of each inspection site. Each site inspection shall consist of the collection of approximately 20 attributes, such as roadway width, number of signs and length of ditches; the collection of required photographs; and documentation of any unusual or critical situations observed.

The tablet computers **must** be synchronized with the cloud-based server on a continuously to ensure the integrity of collected data. This must be done at least weekly, however daily synchronization is the preferred norm. Whenever prompt synchronization is not possible, it must be noted in the daily inspection report.

#### **Task 2.1 Segment Measurements**

The following measurements and counts are to be conducted at each inspection site:

- Road and shoulder width
- Surface condition of paved and gravel surfaces
- Pavement striping and markings.
- Culverts and culvert condition
- Guardrail and guardrail condition
- Ditches and ditch condition
- Vegetation
- Signs and sign condition
- Site photos

All measurements and inspections must be performed in accordance with the Manual. The Manual may be updated between inspection seasons, and an updated copy will be provided to the contractor.

**Task 2.2 Photographs**

The following photos are to be considered at each inspection site:

- ‘A’ photo looking up-station (i.e. from mile 1 towards mile 100), required)
- ‘B’ photo looking down-station (required)
- ‘C’ photo of any unusual conditions or problems
- ‘P’ photo of a damaged culvert, if any
- ‘V’ photo of typical vegetation (required)

**Task 3: Daily Inspection Reports**

The contractor shall maintain a daily inspection report for every day of inspection for each assessment team, indicating the team’s progress with a list of sites completed, labor hours, problems, observations, thoughts, and suggestions. The report should also note times of data synchronization to the States cloud-based server. If any problems are encountered that threaten the integrity of the data or the inspection process, that shall be reported directly to the Project Manager as soon as practicable and in all cases, at least by the next business day.

**Task 4: MMS QA Data Submission**

Upon completion of all required inspections, the contractor will return the tablet computers to the Department Project Manager, as well as a complete log of daily reports for each assessment team, no later than August 31st of each contract year. **The state reserves the right to withhold liquidated damages if this deadline is not met.**

**Task 5: Lessons Learned Meeting**

After each inspection season, the Department’s Project Manager may, at his discretion, schedule a debriefing meeting with contractor representatives in Anchorage to discuss any issues discovered during the performance of that year’s inspections and what potential solutions there may be. At least one inspector and the contractor’s Project Manager will be required to attend.

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## **SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately April 1, 2024, through March 31, 2025, with four, one-year annual renewals executed at the sole discretion of the state.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

## **SEC. 3.03 DELIVERABLES**

The contractor will be required to provide the following deliverables:

### **Deliverable # 1:**

- Attend Annual Mandatory Training and Kick off meeting.

### **Deliverable # 2:**

- Segment measurements and photographs for each road segment per the QA Program Manual.
- Synchronization to cloud-based server of all inspection data.

### **Deliverable # 3:**

- Daily inspection reports.

### **Deliverable # 4:**

- Complete submission of all data by August 31st of each contract year.

### **Deliverable # 5:**

Attend annual Lessons Learned meeting/training. The course will be held on April 11-12, in Anchorage. The time and place will be mutually agreed on at a later date.

- Formal response (if required) within 15 days of Lessons Learned Meeting.

### **SEC. 3.04 TRAVEL REIMBURSEMENT**

Contractor travel expenses must not be included in the Cost Proposal. Travel, if required, shall be pre-approved in writing by the State Project Manager. The State will reimburse the contractor's actual travel expenses per the following criteria:

- Airfare is limited to coach fare
- Lodging
- Reimbursement for meals will not exceed \$60.00 per day.
- Rental vehicles are limited to mid-size, make and model as opposed to premium options.
- All travel costs must be shown as separate line items on the invoice.
- Receipts must be provided with invoice for all travel expenses.

Any travel must comply to the greatest possible extent with State of Alaska Travel policies contained in AAM 60 (PDF) located at the following website:

<http://doa.alaska.gov/dof/travel/index.html>

### **SEC. 3.05 CONTRACT TYPE**

This contract is a fixed price contract with cost adjustments.

### **SEC. 3.06 PROPOSED PAYMENT PROCEDURES**

The state will pay the entire contract amount in two equal payments. Each incremental payment will be made after 50% or 1,500 of the 3,000 inspections have been completed and approved by the project director. The final payment will not be made until the entire contract; including 100% or 3,000 of the inspections, completion of the Lessons Learned Meeting and any report required are completed and approved by the Project Manager. The state will adjust the final payment to reflect number of inspections completed.

### **SEC. 3.07 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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 that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

**SEC. 3.08 CONTRACT PRICE ADJUSTMENTS**

**Consumer Price Index (CPI):** Contract prices will remain firm through March 31, 2025.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year 2023 average (Annual 260.37) All items in Urban Alaska, all urban consumers, not seasonally adjusted, CUURS49GSA0, CUUSS49GSA0. Annual and the appropriate year thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer
- d. Approval for all price increases is dependent upon full compliance with the terms of the contract including reporting requirements.

**SEC. 3.09 LOCATION OF WORK**

The location work is to be performed is at various road and roadside locations throughout the State of Alaska.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

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

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 proposal as non-responsive or cancel the contract.

**SEC. 3.10 SUBCONTRACTORS**

Subcontractors will not be allowed.

**SEC. 3.11 JOINT VENTURES**

Joint ventures will not be allowed.

**SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

**SEC. 3.13 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

**SEC. 3.14 CONTRACT PERSONNEL**

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.



### **SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **SEC. 3.16 LIQUIDATED DAMAGES**

The state will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine. For the purposes of this contract the state has set the rate of liquidated damages at \$100 dollars per day. This amount is based on the need to: perform Departmental quality control checks on the contractor's inspection results; and to examine the complete data and compile a report to Headquarters and the Legislature. This report is used to justify and prioritize approximately \$300 million/year in Federal-aid highway funding. If the contractor fails to submit the complete inspection reports, the State will begin to collect liquidated damages on August 16, 2024, and will continue to collect them until the completed inspection reports are submitted in their entirety. Liquidated damages shall not apply to any portion of work performed after August 15 due to weather per Work Schedule in 3.01.

### **SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation or the Commissioner's designee.

### **SEC. 3.18 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 provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### **SEC. 3.19 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.

## SEC. 3.20 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and always maintain in force 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 procurement 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.

**Workers' Compensation Insurance:** 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.

**Commercial General Liability Insurance:** 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 claim.

**Commercial Automobile Liability Insurance:** 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 claim.

## SEC. 3.21 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

## **SECTION 4. PROPOSAL FORMAT AND CONTENT**

### **SEC. 4.01 INTRODUCTION**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **SEC. 4.02 PROPOSAL CONTENTS**

The following information must be included in all proposals.

#### **(a) AUTHORIZED SIGNATURE**

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

#### **(b) OFFEROR'S CERTIFICATION**

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

#### **(c) VENDOR TAX ID**

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

**(e) FEDERAL REQUIREMENTS**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

**SEC. 4.03 EXPERIENCE AND QUALIFICATIONS**

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

**SEC. 4.04 UNDERSTANDING OF THE PROJECT**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

**SEC. 4.05 METHODOLOGY USED FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

**SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT**

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

**SEC. 4.07 COST PROPOSAL**

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

**SEC. 4.08 EVALUATION CRITERIA**

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

### SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

### SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	25
Understanding of the Project	5
Methodology Used for the Project	10
Management Plan for the Project	10
Total	50

<b>Cost Criteria</b>	<b>Weight</b>
Cost Proposal	50

**TOTAL EVALUATION POINTS AVAILABLE: 100**

### **SEC. 5.03 SCORING METHOD AND CALCULATION**

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

#### **Offeror Total Score**

$$\text{Offeror Total Score} \times \text{Max Points} = \text{Points Awarded}$$

**Highest Total Score Possible**

**Example (Max Points for the Section = 100):**

	<b>PEC Member 1 Score</b>	<b>PEC Member 2 Score</b>	<b>PEC Member 3 Score</b>	<b>PEC Member 4 Score</b>	<b>Combined Total Score</b>	<b>Points Awarded</b>
<b>Offeror 1</b>	10	5	5	10	30	75
<b>Offeror 2</b>	5	5	5	5	20	50
<b>Offeror 3</b>	10	10	10	10	40	100

**Offeror 1** was awarded 75 points:

Offeror Total Score (30)

$$\text{Offeror Total Score (30)} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)

$$\text{Offeror Total Score (20)} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:



Offeror Total Score (40)

\_\_\_\_\_ x Max Points (100) = Points Awarded (100)  
Highest Total Score Possible (40)

#### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25 POINTS)**

**Proposals will be evaluated against the questions set out below:**

***1) Questions regarding the personnel:***

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

#### **SEC. 5.05 UNDERSTANDING OF THE PROJECT (5 POINTS)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

#### **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10 POINTS)**

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

#### **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10 POINTS)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

### SEC. 5.08 CONTRACT COST (50 POINTS)

50% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

#### **Example (Max Points for Contract Cost = 400):**

##### **Step 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

##### **Step 2**

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 400 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

**Offeror #2 receives 374.3 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$$

**Offeror #3 receives 336.8 points.**

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$$

## SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

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**SEC. 6.03 SITE INSPECTION**

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 6.04 CLARIFICATION OF OFFERS**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

**SEC. 6.05 DISCUSSIONS WITH OFFERORS**

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

**SEC. 6.06 EVALUATION OF PROPOSALS**

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

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**SEC. 6.07 CONTRACT NEGOTIATION**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Administrative Services Director's conference room on the 3<sup>rd</sup> floor of the Department of Transportation & Public Facilities Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

**SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

**SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

**SEC. 6.10 PROTEST**

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## **SEC. 6.11 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

## SEC. 6.12 FEDERAL CONTRACT PROVISIONS

**Required Contract Provisions for Federal-Aid (FHWA) Contracts**, [Form #25D-55 H (2/16), pages 1-14] 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 Federal Highways Administration (FHWA).

#### **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 of 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

## SEC. 6.13 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

## SEC. 6.14 PROPOSAL AS PART OF THE CONTRACT

Part of or all of this RFP and the successful proposal may be incorporated into the contract.

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**SEC. 6.15 ADDITIONAL TERMS AND CONDITIONS**

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

**SEC. 6.16 HUMAN TRAFFICKING**

By signature on their proposal, the offeror certifies that the offeror 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: <https://www.state.gov/trafficking-in-persons-report/>

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

**SEC. 6.17 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

**A proposal from a debarred or suspended offeror shall be rejected.**

**SEC. 6.18 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.



## **SEC. 6.19 DISCLOSURE OF PROPOSAL CONTENTS**

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

## **SEC. 6.20 ASSIGNMENT**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

## **SEC. 6.21 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this RFP 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 RFP, 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.

## **SEC. 6.22 DISPUTES**

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**SEC. 6.23 SEVERABILITY**

If any provision of the contract or agreement 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.

**SEC. 6.24 SUPPLEMENTAL TERMS AND CONDITIONS**

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

**SEC. 6.25 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

**SEC. 6.26 FEDERALLY IMPOSED TARIFFS**

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
  - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

**Attachments:**

- 1) Cost Proposal (Attachment One)
- 2) Standard Agreement Form with Appendix A (Attachment Two)
- 3) QAP Manual (Attachment Three)
- 4) Notice of Intent to Award (Attachment Four)
- 5) Federal Aid Contract Provisions (FHWA) (Attachment Five)
- 6) PEC Scoresheets

## ATTACHMENT ONE – COST PROPOSAL

The cost proposal is an evaluation tool that will identify fixed price cost of assessment and inspection of each road segment, cost of assessment and inspection of each remote road segment, cost of the Annual Training and kick off meeting and cost of Lessons Learned meeting. The estimated quantities are an estimate only.

The State does not guarantee a minimum or maximum amount. An alteration to the cost proposal will be deemed non-responsive and the bid rejected.

---

Unit cost for each contiguous	<u>Unit Cost</u>		<u>Extended Cost</u>
road segment:	\$ _____	X Estimated 2400 segments =	\$ _____
Unit cost for each remote road segment:	\$ _____	X Estimated 600 segments =	\$ _____
Cost of Annual Kick off meeting and annual training:			\$ _____
Cost of annual Lessons Learned Meeting:			\$ _____
		<b>Total Evaluated Cost</b>	<b>\$ _____</b>

Unit costs for segment types shall be incorporated into the resultant contract.

Offeror: \_\_\_\_\_ D-U-N-S Number \_\_\_\_\_

# STANDARD CONTRACT FORM

## Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices.

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of	Division	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4

<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Contract:</b></p> <p>2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.</p> <p>2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

## **APPENDIX A GENERAL CONDITIONS**

### **1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### **2. Suitable Materials, Etc.:**

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

### **3. Disputes:**

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

### **4. 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.

### **5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

### **6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

### **7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

### **8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

### **9. Compliance:**

In the performance of this contract, 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.

### **10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

### **11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

### **12. Contract Prices:**

Contract prices 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 for services must be 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.

### **13. Contract Funding:**

Contractors 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.

### **14. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, 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 Agreement, 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.

### **15. Contract Extension:**

Unless otherwise provided, the State and the 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. 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.

**17. Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**18. Termination.**

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**19. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.



# Quality Assurance Program



## Field Data Collection & Entry Manual

Maintenance and Operations Division

March 2018



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## 1 INTRODUCTION

The purpose of the Quality Assurance Program is to enhance asset management and fulfill the DOT&PF mission. Our mission is to “*Keep Alaska moving through service and infrastructure*”. This mission can only be fulfilled through proactive transportation asset management.

An important part of the department’s proactive asset management is the Quality Assurance Program with annual field condition inspections conducted all across the highway system. The inspections assess the level of service DOT&PF staff provides to the highway system users through regular preventive maintenance and construction activities. The purpose of this manual is to document the procedures for consistent data collection on road and roadside features and the elements of accurate data entry in the QA module.

Beginning with the QA Pilot Program in the spring of 2005, the number of QA segments inspected statewide was 125. During the pilot program DOT collected the data with existing staff. In 2006 the number of segments surveyed was increased to 500 and a contractor was hired to perform data collection. In 2010 the department increased the number of inspected segments to 1,000 in an effort to provide a data set that is statistically more reliable and representative of the data population.

Using the random selection method the higher the number of total segments inspected, the higher the confidence level is for the inventory results. It appears that inspecting 1,000 segments, even though this places a burden on the DOT staff, has decreased the volatility between comparison years. The payback for the time and money invested to inspect 1,000 segments may be at least near the crossing point for a desirable cost to benefit comparison. During the 2017 - 2018 inspection season a total of 1,500 segments were collected which came closer to the cost to benefit break point. For the 2018 - 2019 inspection season the department increased the inspections to 3,000 segments or about 5% of the system highways which in other states have proven to provide a better cost to benefit results for the investment.

In states where the entire highway system is inter-connected, the number of segments which are to be inspected is easily adjusted without dramatically increasing the cost. However in Alaska, the cost does dramatically increase for data collection because of the number of roads at rural communities accessible only by air and/or ferry.

The bridges are excluded from the QA inspection process and is accomplished separately by the bridge inspectors from Design and Engineering Services. Bridge data is collected and stored in the Bridge Management system (BrM 5.2.3) by Bridge Engineering. Bridge deficiencies are shared with M&O to allow maintenance crews to address and correct deficiencies in a timely manner.

Pavement Management evaluations are performed by a DOT Pavement Engineer and the capture of the International Roughness Index (IRI), Rutting, Potholes, Cracking and Alligator Cracking is performed by contract. The resulting data are imported into the QA module and the module provides ratings for each on the QA report card (see Attachment 2).

The Quality Assurance Program Manual is maintained by the DOT&PF Commissioner's Office. If you have questions please contact the Commissioner's Office at (907) 465-3900.

## 2 Maintenance Management System Annual Preparation

Each year the Quality Assurance (QA) module randomly selects the one-tenth mile (528') inventory segments. There are several procedures which must be performed before and after the random selection is made.

### Before

- The MMS must be, at minimum, setup for the next fiscal year.
  - Entering the Fiscal Year, Pay Periods and Holiday table data.
  - Exclude the road segments which are not representative of the rest of the highway system or are scheduled for construction or are found to be on a bridge deck so they do not appear in the inventory list.
  - Exclude an additional five-tenths of a mile (1/2 mile) either side of a construction zone to prevent inspection segment from falling in the traffic control (flagger) zone for the construction.

### After

- Once the QA module randomly selects the inventory list, evaluate the system chosen roads to assure there are no data anomalies.
  - Typically the contractor will inspect all of the segments, however during budget constraint years the extremely remote segments may at the department's discretion be inspected by DOT staff to control the contract cost.
  - The QA Project Manager will negotiate with the QA contractor at contract amendment to determine who will inspect which segments.

Note: The fiscal year setup is the State fiscal year which begins July 1<sup>st</sup> of each year and ends June 30<sup>th</sup> of the following year. This allows the State to have Legislative Authority approved and funding in place in order to obligate Federal Highway Administration grant funding.

## 3 QA Data Collection Procedures

The Department's Maintenance Management System (MMS) Quality Assurance (QA) module identifies approximately 3,000 randomly selected data survey segments from the approximately 5,820 centerline miles of state highway inventory. The Trimble GPS Tablets with the Collector App provided by the department are used to inspect and record the tenth-mile segments (528 feet). A QA inspection contractor (hereafter QA contractor) will inspect and collect all the segments identified in the contract unless otherwise instructed by DOT&PF QA Project Manager.

Each DOT region will have at least one dedicated QA inventory team with two persons per team. Each region will also identify two alternate inspectors to fill in if one or both regular members are unavailable. These teams are region wide teams, under regional direction rather than under the direction of a District or Station.

**SAFETY FIRST**

Prior to conducting inspections, review this Pre-activity Safety Plan for QA/QC inspections.

- Inspect the vehicle lights, flashers and rotating beacons before beginning operations each day.
- Ensure that all appropriate personal protective equipment and traffic control devices are available and used.
- Always wear required safety equipment, reflective vest, safety glasses, etc.
- Wear proper clothing and footwear for the conditions.
- Do not attempt to conduct inspections in metropolitan areas during rush hour traffic.
- Activate the rotating beacon, flashing lights on vehicle, survey signs, place cones for safety and use appropriate traffic control measures where necessary.
- Determine what the individual segment may require for safety devices before beginning each inspection.
- When performing data collection always try to walk facing traffic and have the second inspector on the team serve as a spotter.
- On divided highways and highways with heavy traffic it may be necessary to evaluate centerline striping from the shoulder of the road as accurately as possible without entering the traffic lane.

**Remember, none of the data you are collecting is worth your life or that of another team member, safety is first and foremost.**

**Conducting the Inventory**

The following guidelines are intended to aid the field personnel with locating the QA inventory segment.

- Using the Trimble Kenai GPS tablet to locate on the moving map the inspection segment.
- Mark the begin and end points with paint across the fog line at the edge of the shoulder or place a pin flag when necessary so that the segment can be located again for Quality Control (data entry instructions are found in Section 4 QA Inventory Process..
- If you plan to use it, check the tire pressure and calibrate the DMI at the beginning of each day and any time the ambient air temperature changes more than 20 degrees or the drive distance between inspection segments is more than 100 miles.
- The vehicle odometer may be used in locations where the Satellite signals are not available and the vehicle does not have a DMI.
- Segments are always in the increasing direction from the starting mile point. For example: If segment location is 43.2 of the Parks Highway the inspection segment is from mile point 43.2 to 43.3.
- If any portion of the segment falls on a bridge structure the segment is to be moved forward or backward to avoid including the bridge structure or surface.
- If any portion of the segment falls in a construction zones or closed section of highway, relocate the segment outside of the construction zone/closed section, but as close to the original segment as possible, using a full tenth-mile road segment.

- Indicate the segment as an alternate segment in the Collector App or inventory form and place drop pins for begin and end indicating the new segment location.
- Label the drop pins with the segment ID number.
- Do not assign the alternate segment location to a different, nearby highway unless absolutely necessary.
- If it is necessary to select a different road for an alternate segment the road selected should be similar to the original segment and the inspector should enter the road name of the new location in the comments.
- Segments located in areas that are not the maintenance responsibility of Alaska DOT shall not be evaluated and reassigned as an alternate segment, appropriately.
- Should a segment or a portion there of fall on a city maintained road, move the inspection segment so the inspections is on a state maintained road in its entirety.
- Measure the tenth-mile length for highway on and off ramps starting from where the center of the ramp lane would intersect the Fog Line of the highway (as if the fog line were continuous).
- Conduct field measurements and observations at the segment and record the data.

## 4 QA Inventory Process

The following highway features are at the heart of the MMS QA Assessment/Inventory process. The recorded results of the segment inspections are used by the QA module to evaluate the level of service currently being provided to the traveling public and commercial vehicle operations. The QA assessment contains two broad categories: Road Surface ratings and Road Side ratings. As each of these features are inspected the results are entered onto the ESRI ArcGIS Collector App (see Attachment 1 Screen Shots) and then loaded to the QA module which extrapolates the probable feature condition statewide and identifies an overall level of service. This level of service is presented in a Report Card rating the current level of service for each feature, in scores labeled from A to F (see Attachment 2 Report Card).

Pavement surface deficiencies for Cracking, Alligator Cracking, International Roughness Index and Pavement Rutting are imported from the Pavement Management System. The surface Pavement Markings, Pavement Striping, Driving Surface Width, Shoulder Widths and Bike Path/Lane Widths are collected by the QA inspection team.

Mark the survey segment with a painted strip across the fog line (color choice determined each year at the annual training meeting) for the beginning and end of the segment. For gravel roads or where paint cannot be used a survey pin flags or survey stakes are used. A Quality Control Teams (QC) will visit and re-evaluate 5% of the segments inspected by the QA Contractor Teams each year.

### QA Inventory Using the ESRI ArcGIS Collector App

The inspection/inventory form header information in Collector is self-explanatory, with the following exceptions.

- When using the ESRI ArcGIS Collector App the begin mile point for the segment is indicated with a red dot on the State centerline, the end mile point is indicated with a blue dot on the centerline.
- The inspection form is accessed by clicking on or tapping the begin mile point and selecting edit.
- Select the name of the inspection Team.
- If an alternate site is necessary, place a “Y” in the ALT\_SITE\_FLAG field. The Collector App allows you to place a Dropped Pin to mark the beginning and end for alternate inspections segments. Place the Dropped Pins by pressing and holding the desired location on the road centerline. When a Plus Sign (+) appears release and the Dropped Pin will appear and open a dialog window. Click on the three dots in the bottom right of the dialog window, select Add to My Places and the name field window will appear. Enter the original Site number for the alternate segment and BEG for begin location. Repeat this procedure and enter the Site number END for the other Dropped Pin. Enter a comment in the Comment field with the original Site/Segment ID and indicate why an alternate segment was chosen.
- After you enter the inspection data and submit the inspection the begin mile point dot will turn green indicating the segment has been inspected.
- If the segment is inspected as a QC segment enter a “Y” in the field. Note: The QC entry is made only if the results are different from the QA inspection.
- Detailed instructions on use of the Kenai and the Collector App are provided each year at the annual QA Training and Kickoff meeting.

Always carry blank paper inspection forms in case you experience computer failure.

### **Segment Pictures**

The Collector App allows you to attach photos to the begin mile point marker for the segment which is red until you enter an inspection date and then it will turn green on Submit. The three mandatory photos are one up-station from the begin inspection point (the red begin mile point marker), one from the end point looking down-station (the blue end point marker) and a photo of the vegetation with a scale reference like a survey state or a measuring wheel for height. The up-station photo should be taken first. There is no mandatory sequence for the rest of the photos, however they should be taken as encountered while moving up-station. Additional photos are taken of plugged culverts and other anomalies as necessary. Using this method the down-station photo would normally be the last one taken.

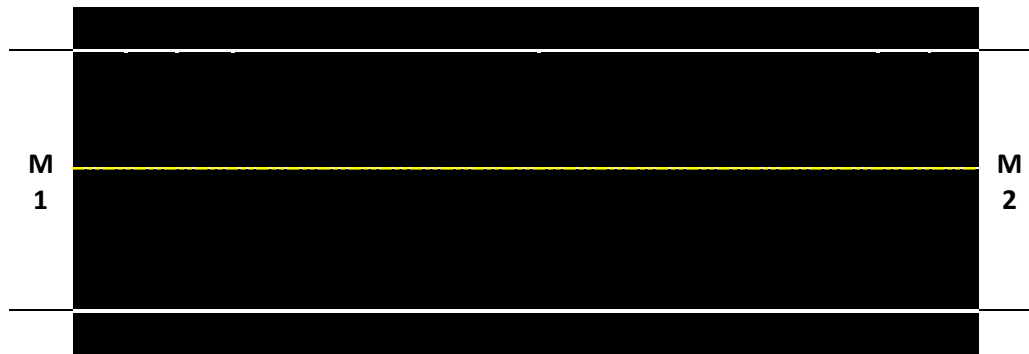
Photo labeling is not necessary since they are all attached to the begin inspection point.

## **5 Paved Road**

### **Paved Driving Surface Measurement**

The paved roadway driving surface (from inner edge of fog line to inner edge of fog line) at both of the segment end points are measured, then the average surface width in feet is calculated by adding both together and dividing by 2 for the segment, and the result is entered in this field.



**Average Driving Surface Width**

$$\frac{M1 + M2}{2} = \text{Average}$$

**Paved Shoulder Measurement**

The average paved shoulder width, which is the sum of widths measured at both ends and rounded to the nearest whole foot and divided by 2, with the right and left shoulder added together is entered in the field. Paved turnouts, bike paths/lanes and sidewalks are counted as part of the shoulder widths with the same formula as above applied. Do not enter gravel shoulders widths for a paved road.

**Average Shoulder Width**

M	Bike Path	M
5	Shoulder	6
M	Shoulder	M
1		2
M	Bike Path	M
4		3

$$\frac{M1 + M2 + M3 + M4 + M5 + M6}{6} = \text{Average}$$

## 6 Gravel Road

### Gravel Driving Surface

The average roadway driving surface width, from “apparent” shoulder to “apparent” shoulder, in whole feet for the segment is entered in this field. The “apparent” shoulder is identified by sighting up and down the road segment to see where the edge of commonly used driving lane is, by observing tire tracks, the shoulder break from road grading, etc. The standard gravel road driving surface is considered to be 24 feet wide.

### Gravel Surface Material

The amount and type of gravel along with the presence of a crowned centerline determines whether the road surface is acceptable or requires maintenance activities to restore it to the as-built condition. Normally, a gravel road will have 6” of crown, or fall, from its center line to the driving surface edge (a typical driving lane is 12’ wide with a total driving surface width of 24’). For gravel roads with heavy traffic like the Dalton Highway crown gravel thickness should be eight (8”) For gravel roads with wide shoulders and/or turnouts, the same fall rate should continue to the ditches.

The road surface should be comprised of at least six (6”) inch of  $\frac{3}{4}$  minus (crushed gravel surfacing) at the crown and one (1”) inch at the shoulder. For gravel roads with heavy commercial truck traffic like the Dalton Highway, eight (8”) inches of compacted  $\frac{3}{4}$  minus is recommended at the crown and a minimum of 2” at the shoulder. The road should be graded relatively smooth, with a crown at centerline to facilitate proper drainage that prevents ponding of water on the road surface. If the segment is not gravel an N/A is placed in the field or the letter identifying the rating for gravel roads as E (Excellent), G (Good), F (Fair), P (Poor) or U (Unsatisfactory) using the following criteria:

1. Does the gravel road segment have a crown to provide proper drainage to both sides of the road?
2. Is there a berms at the shoulders which will trap water on the road?
3. Does the gravel road segment have at least six inch (6”) of compacted  $\frac{3}{4}$  minus surface gravel at the crown?
4. Does the gravel road segment have at least one inch (1”) of compacted  $\frac{3}{4}$  minus surface gravel at the shoulder?
5. Is the gravel road segment surface free of wash boarding and/or potholes?
6. Is the gravel road surface free of obvious subsurface failures in the form of soft spots or sink holes?

If the gravel road has these deficiencies or fails to meet these minimum criteria it is considered to have a U (Unsatisfactory) rating and has failed the inspection (many rural roads do fail). The following example pictures will help you decide how to rate the gravel road.

### E (Excellent) Gravel Road Example



This example has a crown, sufficient compacted surface material (6" typical to 8" on the Dalton Highway) at the crown and (1" typical to 2" on the Dalton Highway) on the shoulders, does not have any rutting, potholes, wash boarding, soft spots or sinkholes and no obstruction to water draining from the shoulders.



### G (Good) Gravel Road Example



This example has a crown, sufficient surface material (6" typical to 8" on the Dalton Highway) at the crown and (1" typical to 2" on the Dalton Highway) on the shoulders and only has a few small rutting. The surface is free of potholes, wash boarding, soft spots or sinkholes and has no obstruction to water draining from the shoulders. However, the surface material is loose on the driving surface and shoulders, it contains too many fines producing dust and requires frequent watering.



### F (Fair) Gravel Road Example



This example has a crown, sufficient compacted surface material at the shoulders but not on the crown. There are no soft spots or sinkholes and the water will drain from the shoulders, however there is some wash boarding and potholes. This road would need to be graded, gravel recovered from the ditches, the crown reshaped and the road re-compacted.

### P (Poor) Gravel Road Example



This example does not have the required  $\frac{3}{4}$  minus surface material or a crown, there are ruts, potholes and visible soft spots. The water does appear to drain off the shoulders. Even in this poor condition the road is still passable in a small passenger vehicle. This road will need to be resurfaced, ditches reestablished and vegetation cleared.



### U (Unsatisfactory) Gravel Road Example



This example has all the problems previously identified to be unsatisfactory. There is no  $\frac{3}{4}$  minus surface material or crown, the embankment on the left and berm on the right side will hold water on the road. The depth of the ruts and soft spots would be difficult, if not impossible, for a small passenger vehicle to negotiate. This road will need to be rebuilt, ditches established, culverts installed and vegetation cleared.

### Gravel Shoulder

For paved roads do not enter gravel shoulders in the Collector App or the QA module for shoulder width. The average shoulder surface width, for both shoulders in whole feet, is entered in this field. Each side's shoulder width is the distance from the edge of the apparent driving surface to the shoulder break or fore slope of the ditch. Gravel bike paths are counted as a part of the shoulder width, even when separated from the shoulder.

## 7 Paved Road Surface Ratings

### Alligator Cracking (this evaluation may be required in future years, but is not required for 2018)

Measure the length and the width of the alligator cracking. Then multiply that length by the width to calculate the total square feet of alligator cracking (both paved driving surface and

shoulders). Divide this square footage by the square footage of the entire segment 528' times the width of the roadway (both driving surface plus shoulders) and enter the percent result (i.e. 2%, 3%, and up to 10% are common values for roads plagued with alligator cracking) in the Percent of segment (ALLIGATOR\_CRACKING) field.

**Cracks (this evaluation may be required in future years, but is not required for 2018)**

Measure any crack opening greater than (>) 1/8 inch wide in the paved driving surface or shoulder. Enter the total length of all cracks, rounded to the nearest whole foot, in linear feet for the segment (CRACKS) field. The writing tip of a standard retractable ballpoint pen makes a good gauge for a crack greater than 1/8" wide.

**Potholes**

Potholes are entered on the QA inventory form as a unit count of each for two categories, those which are 4 to 12 inches in diameter and those which are greater than (>) 12 inches in diameter.

**Pavement Striping**

Painted striping (PS\_FEAT\_INV) is a count of the number of lines painted along the segment, which includes dashed centerlines, solid centerlines and fog lines. Each solid stripe or dashed lane line is counted and entered on the QA inventory form as a whole number. The pavement striping quality assessment to be made at the segment is to inspect and determine what is the number of striped lines where greater than (>) 1/3 of the line is worn, missing or obliterated. Write that number in the (PS\_FEAT\_ASSMNT) field to the right of the stripe inventory count.

**Pavement Markings**

Painted markings (are counted as the number of diagonal lines on a medium/divider, horizontal lines at a cross walk, hold/stop lines, lettering or turn arrows. The evaluation field on the QA inventory form records the number of markings where greater than (>) 1/3 of the painted symbol or line is worn, missing or obliterated.

## **8 Road Side Ratings**

**Culverts**

The culvert inventory is also captured in Collector for the QA segment. It is a count field (C\_FEAT\_INV) of the total culverts found within the segment. This includes any driveway or side street culverts that are maintained by the State. The evaluation field (C\_FEAT\_ASSMNT) is a count of the culverts which are 50% or greater (>) blocked or has less than 12 inches (") of gravel cover over the top of the culvert. For culverts on Fish passage streams, there must be enough gravel inside the culvert to cover the corrugation on the floor and look like a natural part of the adjacent stream beds. The gravel should not block more than one quarter (1/4) of the culverts circumference.

**Ditches**

The total quantity of ditching (D\_FEAT\_INV) to be noted in the Collector App are the actual linear feet of drainage ditches in the segment which are at least one (1') foot (or greater) in



depth and have a fore and back slope. The evaluation field (D\_FEAT\_ASSMNT) is used to record the number of actual linear feet of ditch which are 50% or greater (>) blocked. This is a change, since in the past for the legacy MMS the total ditch length for both sides was measured and then divided by two (2).

### **Guardrail Panels**

The inventory field (GP\_FEAT\_INV) is a count of the total number of panels found within the segment. The evaluation or assessment field (GP\_FEAT\_ASSMNT) is the number of panels which are functionally impaired to the point that they may not serve their intended purpose (i.e. the panel or post are compromised to the point that they may not prevent a vehicle leaving the highway). Or, for example if the panel is torn or cut or there are three or more consecutive posts broken, rotten or missing. Up to three posts may be omitted during installation if additional overlapping panels are added to stiffen the rail.

### **Guardrail Ends**

The inventory field (GE\_FEAT\_INV) is a count of the total number of guardrail ends in the segment. The evaluation or assessment field (GE\_FEAT\_ASSMNT) is the number of ends which are functionally impaired to the point that they may not serve their intended purpose (i.e. the ends or deceleration system are compromised to the point that they may increase the probability of death or injury). Indications of impaired ends: If the end is partially activated, there are broken posts, stiffener bars are bent or broken, or tension cables are broken or slack, there is a stub post greater than 4 inches exposed above the surface, or the grade is greater than 10:1 due to erosion.

### **Guardrail Height**

The height is measured from the top edge panel to the finish grade and has a tolerance of not less than twenty six and one half (26 ½”) inches and not greater than thirty six (36”) inches (see Attachment 3 for diagrams and detailed instructions). Enter the total number of guardrail panels (GH\_FEAT\_ASSMNT) which are out of tolerance and may not serve their intended purpose (i.e. having the panel(s) at a wrong height may increase the probability of a vehicle going under or over the guardrail). See Section 13 Attachment 3 for the height measurement standards.

### **Traffic Signs**

The inventory field (TS\_FEAT\_INV) is a count of the total number of signs within the segment, including markers on delineators (only signs maintained by DOT are to be counted). If the sign has legend on both sides it is counted as two (2) signs. The assessment field (TS\_FEAT\_ASSMNT) is a count of the total number of signs where 1/3 or more of the legend or symbol or background is illegible, missing, obliterated or the reflectivity of the sign is visibly compromised. Do not count temporary construction signs.

### **Average Width of Vegetation Management**

The average width (AVG\_WIDTH\_VEG\_MGMT) is measured and calculated for both sides of the road and entered in the field.

### **Vegetation Hydro Axe**

For this feature the length (HYDRO\_AXE\_LEN), which is the inventory, of the area which **normally would be cut** with a hydro axe is measured and entered in the QA inventory form. If the area needs to be cut the width (HYDRO\_AXE\_WID) which would be cut by Hydro Axe is entered, otherwise the width is 0.

#### **Vegetation Side Arm Mower**

For this feature the length (SA\_MOWER\_LEN), which is the inventory, of the area which **normally would to be cut** with a side arm mower is measured and entered in the QA inventory form. If the area needs to be cut the width (SA\_MOWER\_WID) which would be cut by side arm mower is entered, otherwise the width is 0.

#### **Vegetation Standard Mowing**

For this feature the length, (STD\_MOWER\_LEN), which is the inventory, of the area which **normally would to be cut** with a standard mower is measured and entered in the field. If the area needs to be cut the width (STD\_MOWER\_WID) which would be cut by standard mower is entered, otherwise the width is 0.

## **9 MMS Data Loading Procedures**

When the data is collected with the Trimble Kenai GPS tablet and the ArcGIS Collector App use the instructions below. An export file from ArcGIS is imported into the MMS which includes the site pictures. If the inventory or assessment is conducted with a paper form, the loading of data from the inventory form into the QA module is a straight typing of values and comments in the MMS QA module as described below with the following exceptions: pictures are labeled manually with the inspection site number and are imported separately into the MMS.

#### **Alternate Segment**

If it is necessary to select a different road for an alternate segment, the road selected should be similar to the original segment. Enter the road name of the new location in the Comments field, however, only the original, randomly selected road name and the mile point are displayed in the QA module. When using the Collector App a pin flag is dropped on the map for the alternate location begin and end which are labeled as Begin or End with the original segment/site number.

#### **Paved Road Width**

The data collected for driving surface width is measured inside of the fog lines, or the seam between the driving surface and the shoulder and rounded to the nearest foot.

#### **Paved Shoulder**

Paved bike paths are not counted as paved shoulders, even if connected to the shoulder.

**Paved Bike Paths**

Paved bike paths whether connected to the shoulder of the road or separated are measured and counted as part of the shoulder.

**Alligator Cracking, Cracking, International Roughness Index and Rutting**

These deficiencies are imported from the PMS into the MMS the year after they are collected by the PMS contractor.

**Vegetation Management**

There are nine entry fields for vegetation management. The average width of vegetation managed at the inspection segment. The other eight entry fields are for the length and width of area that would normally be cleared by the type of equipment that would be used to do the work. The current types of equipment reported for Vegetation Management are Hydro Axe (HYDRO\_AXE), Standard Mower (STD\_MOWER) and Side Arm Mower (SA\_MOWER). As these assessments are made, remember to add a comment about line of sight obstructions for intersections and curves if an obstruction is not readily visible in the photos.

**Ditches**

Enter the linear feet of all ditch in the right of way for both sides of the road, to the nearest foot.

## 10 Definition of Terms and Acronyms

**Fog Lines and Pavement Width Measurements**

For the purposes of QA field data collection, **the fog line is considered part of the paved shoulder**. Thus the shoulder area is measured from the inside of the fog line nearest the driving surface to the outside of the paved shoulder. On roads without a fog line the seam between the shoulder and driving surface can be used as the boundary.

**Level of Service** – The purpose of QA is to measure the level of service provided by Alaska DOT&PF to the traveling public and the Commercial Trucking Industry. The QA module also provides tools to predict how the level of service will change if funding is increased or decreased. The QA Level of Service goals are outlined in Attachment 4. **Beginning in 2010, the number of segments collected was doubled to 1,000 segments. The program has been improved and updated for 2010 to better depict the level of service. In 2016 the number of segments were increased to 1,500 for the 2017 - 2018 inspection season. In 2017 the FHWA approved funding to increase the number of segment inspected to 3,000 for the 2018 - 2019 inspection season, again the increase was to more accurately measure and predict changes to the level of service. The**

program information can be downloaded from the M&O Statewide Home Page. Look for the Maintenance Management System and Quality Assurance Program data presentation pages at: <http://www.dot.state.ak.us/stwdmno/index.shtml>

**MMS** – The Maintenance Management System is a software application used to record and report maintenance work activities. The system was developed to provide an electronic timesheet, stockpile usage inventor and as a methodology provides for asset management through the Quality Assurance module.

**QA** – The Quality Assurance module of the MMS is used in conjunction with inspections of highway features to predict the statewide highway system condition and the level of service provided to the traveling public and commercial vehicle operations. The QA module allows the department to evaluate the level of service for each feature listed in the QA inventory form. The ability to predict how the level of service is changed if the maintenance budget is increased or decreased based on a standard rate of change per year is a valuable tool. The QA module is a key element of our proactive asset management program.

**MP** – Mile Points are used in the state GIS linear referencing system and when measuring to find a particular location on a highway or other CDS route.

**Mile Post** – A historical mile marker is a highway feature and is identified in the right of way by a small green sign with a number. Note: A mile post and a mile point are not always at the same location on the highway.

**CDS Route Number** – Alaska DOT&PF identifies each road in the Highway Analysis System (HAS) with a Coordinated Data System (CDS) Route Number. Each road has a route name (the CDS Route Number) and a route description (the posted road name).

**ESRI ArcGIS Collector App** – The Collector App is used on the Trimble Kenai GPS tablet running Windows 10 OS to locate the inspection segments on the road network and record the inventory/inspection results.

**PMS** – The Pavement Management System is the application designed to record and report pavement conditions for the Departments Pavement Engineer. Data in the PMS pertains to the pavement surface only as seen by vehicle instrumentation and does not include potholes, pavement markings, pavement striping or roadside features.

## 11 Attachment 1 – MMS QA Electronic Inventory Form Definitions

FY	Fiscal Year cannot be changed
ASSMNT_DATE	Date of the inspection
SITE_ID	Inspection segment number
BEG_MP	Begin Mile Point is where the inspection segment begins on the highway
TEAM_ID	Select your name
RTE	CDS route number for the highway
ALT_SITE_FLAG	Choose "Y" for yes if this is an alternate location for the segment
QC_FLAG	Choose "Y" for yes if this is a QC segment
DRIVING_SURFACE_PAVED	The measured width at begin and end of segment averaged.
SHOULDER_PAVED	The measured width at begin and end of segment for both sides of the road averaged.
GRAVEL_SURFACE	N/A for paved highways otherwise Pass or Fail
DRIVING_SURFACE_GRAVEL	The measured width at begin and end of segment averaged.
SHOULDER_GRAVEL	The measured width at begin and end of segment for both sides of the road averaged.
CRACKS	Measured length for all cracks in the segment
ALLIGATOR_CRACKING	The measure and calculated total percent of Alligator Cracking in the segment $(\text{Alligator Cracking } L * W) / (\text{Segment } L * W) = \% \text{ of Segment}$
POTHOLE_4	Count the number of Potholes between 2 and 12 inches in diameter
POTHOLE_12	Count the number of Potholes < 12 inches in diameter
AVG_WIDTH_VEG_MGMT	The average width of vegetation managed on both sides of the road
HYDRO_AXE_LEN	Hydro Axe - The measured length that if cut would require this type of equipment
HYDRO_AXE_WID	Hydro Axe - The measured width that requires cutting by this type of equipment
STD_MOWER_LEN	Standard Mower - The measured length that if cut would require this type of equipment
STD_MOWER_WID	Standard Mower - The measured width that requires cutting by this type of equipment
SA_MOW_LEN	Side Arm Mower - The measured length that if cut would require this type of equipment
SA_MOW_WID	Side Arm Mower - The measured width that requires cutting by this type of equipment
COMMENTS	Comments about any of the finding above or below the Comments box
C_FEAT_INV	Culvert Feature Inventory - Count of the total culverts in the inspection segment
C_FEAT_ASSMNT	Culvert Feature Assessment - Count of the total culverts in the inspection segment 50% or < blocked

D_FEAT_INV	Ditching Feature Inventory - Measure the ditching on both sides of the road and divide by 2
D_FEAT_ASSMNT	Ditching Feature Assessment - Measure the ditching that is 50% or < blocked on both sides of the road and divide by 2
GP_FEAT_INV	Guardrail Panel Feature Inventory - measure the total length of rail in the segment
GP_FEAT_ASSMNT	Guardrail Panel Feature Assessment - measure the total length of rail in the segment damaged
GE_FEAT_INV	Guardrail End Feature Inventory - count the total number ends in the segment damaged
GE_FEAT_ASSMNT	Guardrail End Feature Assessment - count the total number ends in the segment damaged or activated
GH_FEAT_ASSMNT	Guardrail Height Feature Assessment - measure the height of rail, if > 26 1/2" or < 36" it Fails (New standard for 2018)
TS_FEAT_INV	Traffic Sign Feature Inventory - count the total number of signs in the segment
TS_FEAT_ASSMNT	Traffic Sign Feature Assessment - count the total number of signs in the segment damaged
PS_FEAT_INV	Pavement Striping Feature Inventory - Count the total in the segment
PS_FEAT_ASSMNT	Pavement Striping Feature Assessment - If damage is 1/3 or < it Fail
PM_FEAT_INV	Pavement Markings Feature Inventory - Count the total in the segment
PM_FEAT_ASSMNT	Pavement Markings Feature Assessment - If damage is 1/3 or < it Fail

**NOTE:** With the deployment of the new AgileAssets systems the pavement data for Cracks and Alligator Cracking will be collected by the Pavement Management System for import into the MMS. It is important to recognize that the pavement data will be almost a year old since the new pavement data is not available until well after the MMS QA inspection season is over. Therefore the previous year's pavement data is used.

## 12 Attachment 2 – MMS QA Report Card and Trends

**Alaska DOT Quality Assurance Report Card**

2018	Service Level A				Service Level B				Service Level C				Service Level D				Service Level F			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Gravel Surface Material									P								C			
Cracks				←C	P															
Alligator Cracking					P												C→			
Potholes					C→	P														
Pavement Striping									P				C→							
Pavement Marking									P		←C									
Pavement Rutting									PC											
Pavement IRI									PC											
Culverts					P								C→							
Ditches	C				P															
Guardrail Panels					P				C→											
Guardrail Ends					P					C										
Guardrail Height					P		C													
Traffic Signs					P								C→							
Vegetation Management - Hydro Axe					P				C											
Vegetation Management - Side-Arm Mowing					P								C→							
Vegetation Management - Standard Mowing					P								C							

C = Existing Service Level (2015)

P = Proposed Service Level

CP = Existing and Proposed are the same

NOTE: IRI and RUT data is still being processed and will be updated as soon as available.

## 2017 – 2018 Condition & Remedy

Asset	FY17 Condition	FY18 Condition	Remedy
Gravel Surface Material	P+	P+	\$32.7M to raise the rating to a C
Cracks	C-	B-	\$3M to raise rating to a B
Alligator Cracking	B+	P+	\$4.86M to raise the rating to a B
Potholes	B	A	Desired rating for this asset is a B
Pavement Striping	C-	D	\$503.2K to raise the rating to a C
Pavement Marking	D+	C-	\$22.5K to raise the rating to a C
Pavement Rutt	C	C	Data still being processed, desired rating B
Pavement IRI	C	C	Data still being processed, desired rating B
Culverts	C	D	\$11.2M to raise rating to a B
Ditches	C	A+	Desired rating for this asset is a B
Guardrail Panels	B+	C+	\$575.5K to raise rating to a B
Guardrail Ends	C	C	\$437.5K to raise rating to a B
Guardrail Height	B-	B	Desired rating for this asset is a B
Traffic Signs	C	D	\$461.4K to raise rating to a B
Vegetation Management - Hydro Axe	C	C	\$418.6K to raise rating to a B
Vegetation Management - Sidearm Mower	C	P+	\$293.7K to raise rating to a B
Vegetation Management - Standard Mower	F	F	\$269.9K to raise rating to a B

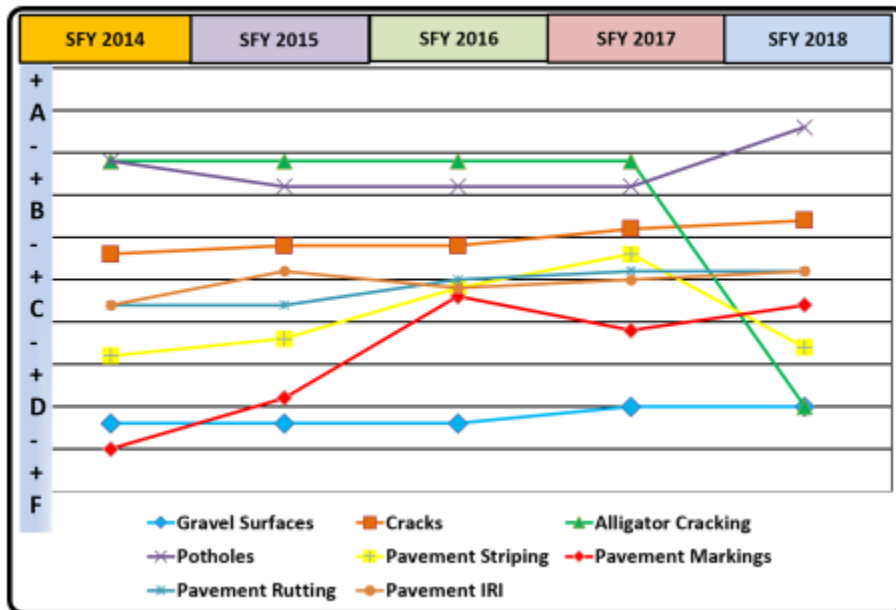
Improvement

Decrease

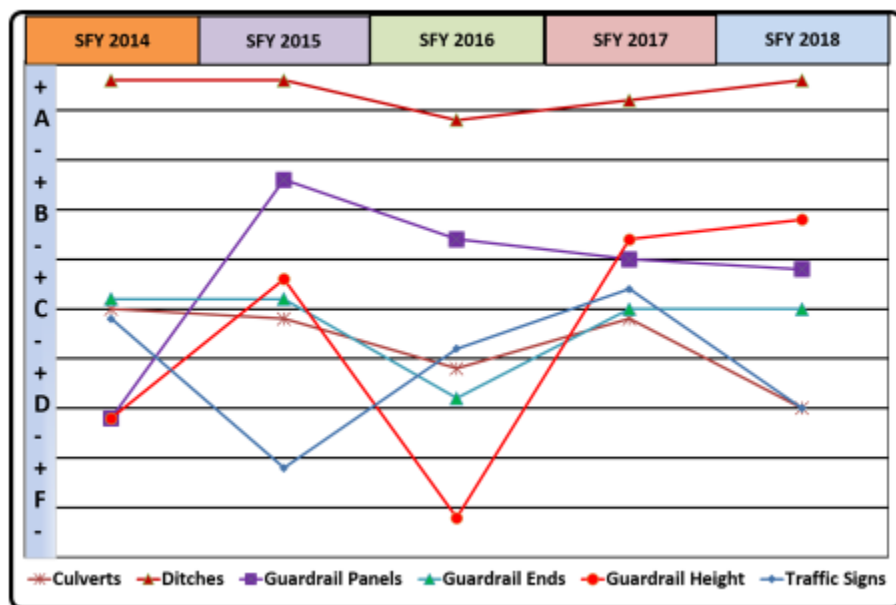
Estimated rating for IRI and RUT - data is still being processed.

## Attachment 2 (Cont.)

## Road Surface Trends



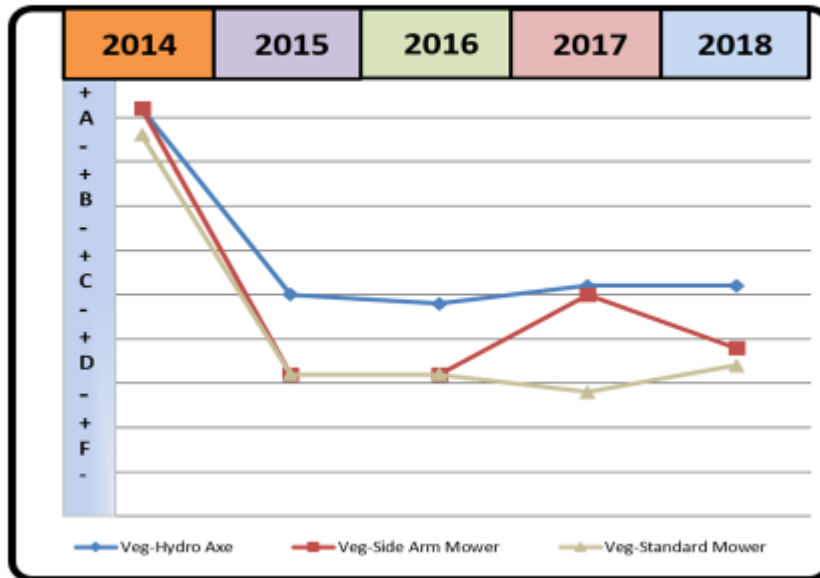
## Roadside Trends





## Attachment 2 (Cont.)

## Vegetation Management Trends



## **13 Attachment 3 – Guardrail Height Measurement**

### **Guardrail Panel Height Tolerance**

The height of guardrail is determined from years of crash testing. The standard for W-Beam guardrail as of January 16, 2017 was set at 29" by FHWA. Beginning in January 2018 the new Guardrail height standard installation height will be 31". Existing guardrail that is in good condition was grandfathered and does not require height modification.

Crash testing has shown the height is important for the proper performance of the guardrail in vehicle impacts. An installation too low may allow a larger vehicle with a relatively high center of gravity to climb the barrier, while too high of an installation may let a smaller vehicle slip underneath. Nominal construction tolerance for a new installation is  $\pm 1$ ", and AASHTO recommends guardrail to be rebuilt if the height varies more than  $\pm 1$ " from the standard height.

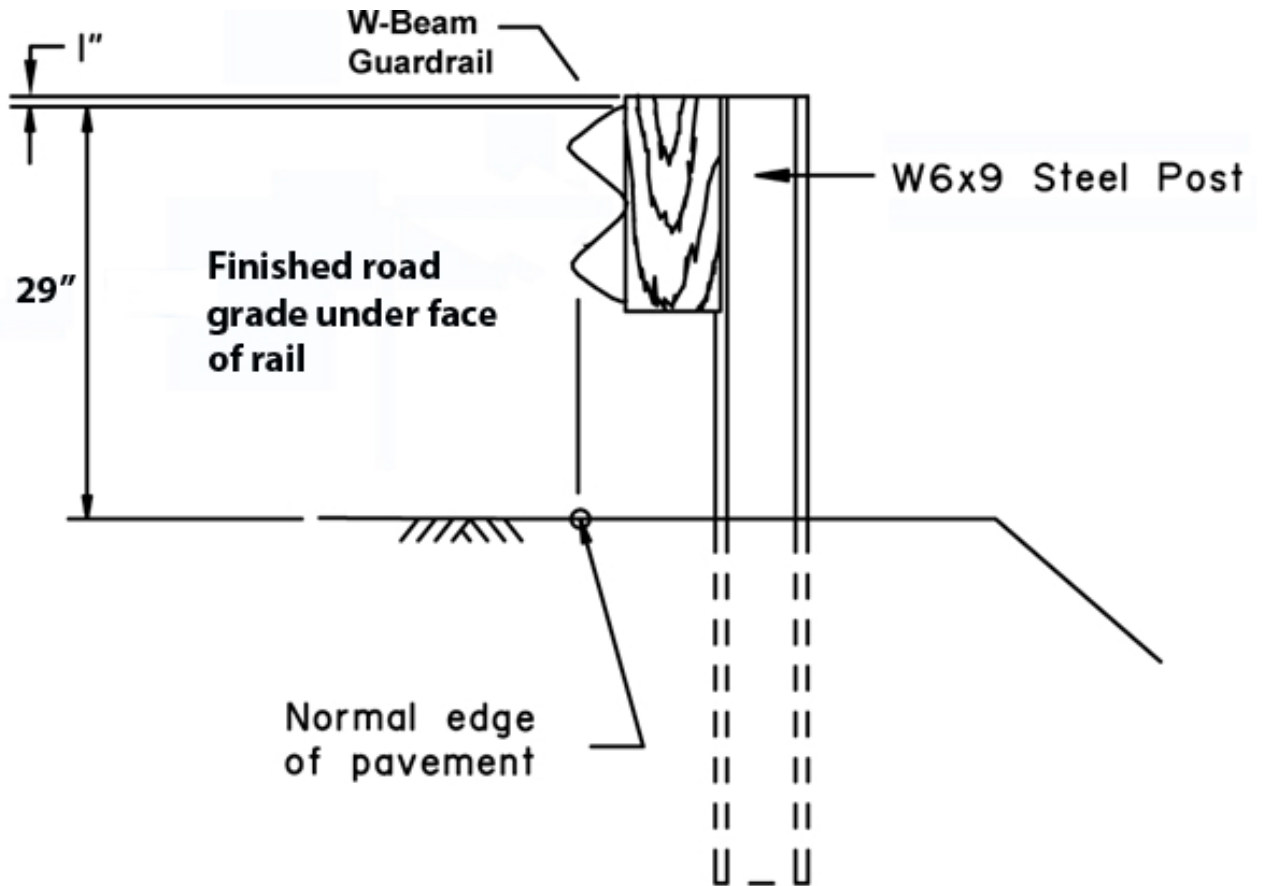
A change in height is typically caused by resurfacing projects, frost heave or the post being undermined by water. Excessive winter sand and gravel buildup is a maintenance issue and not a tolerance failure. Scrape away excess sand and gravel down to grade before measuring height.

W-Beam Guardrail is measured to top edge of panel the minimum height is 26 ½ inches measured as depicted in the diagram below. Measurement is taken at the top of the panel to the finish grade. The maximum height for guardrail installed before January 1, 2018 is no longer listed in the Standard Drawings Manual. FHWA/ASHTO testing of W-Beam at 36 inches indicated that guardrail would retain vehicles of various sizes.

As of January 1, 2018 all Guardrail must be between 26 ½ inches and 36 inches to pass inspection. The following diagrams provide new installation heights only.

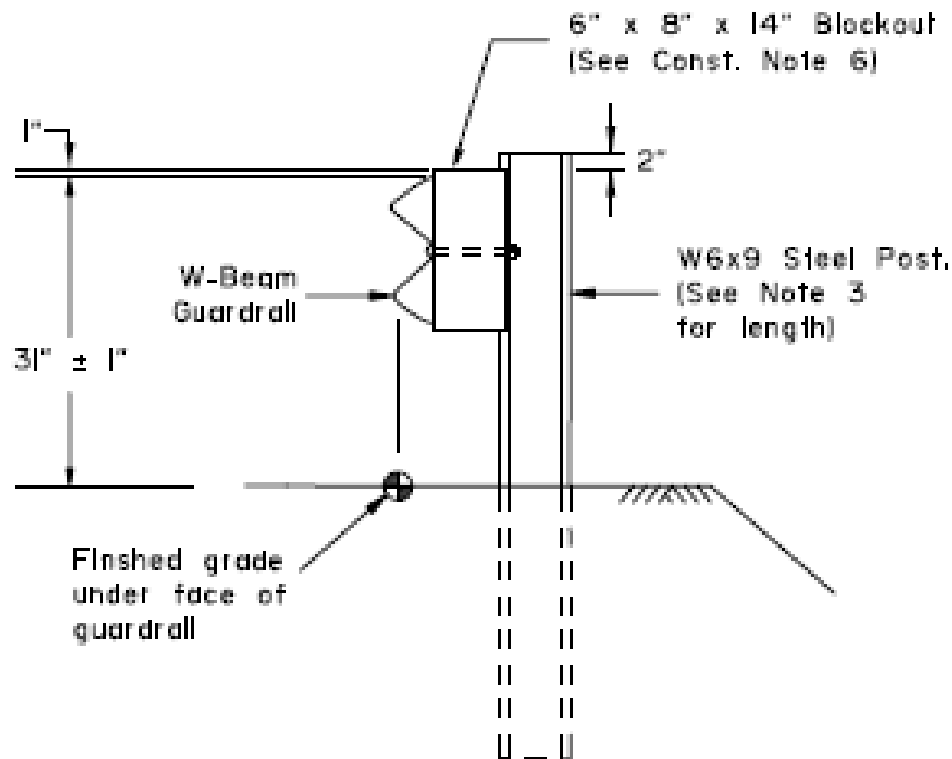
## Attachment 3 (cont.)

W-Beam Guardrail installed after January 16, 2017 and before January 1, 2018.



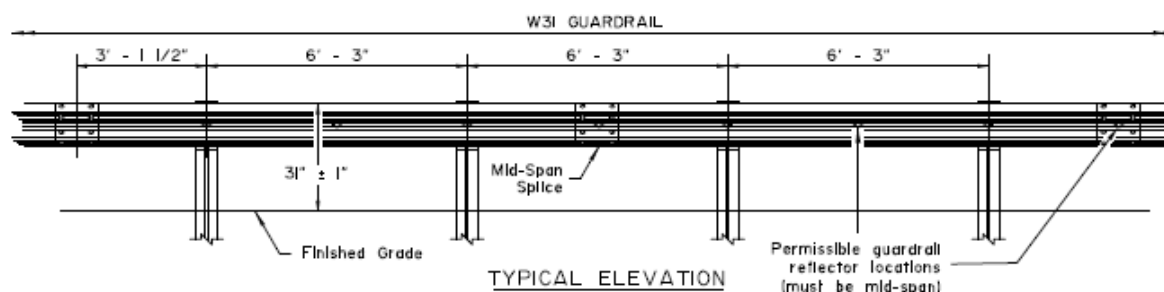
## Attachment 3 (cont.)

Effective January 1, 2018 the new guardrail height issued in the DOT&PF Standard Drawing Manual list the standard height for W-Beam guardrail cannot be lower than 26 ½ inches and not higher than 36 inches. The following installations diagrams are on steel post, 6" x 8" wooden post may also be used.

TYPE II POST INSTALLATION

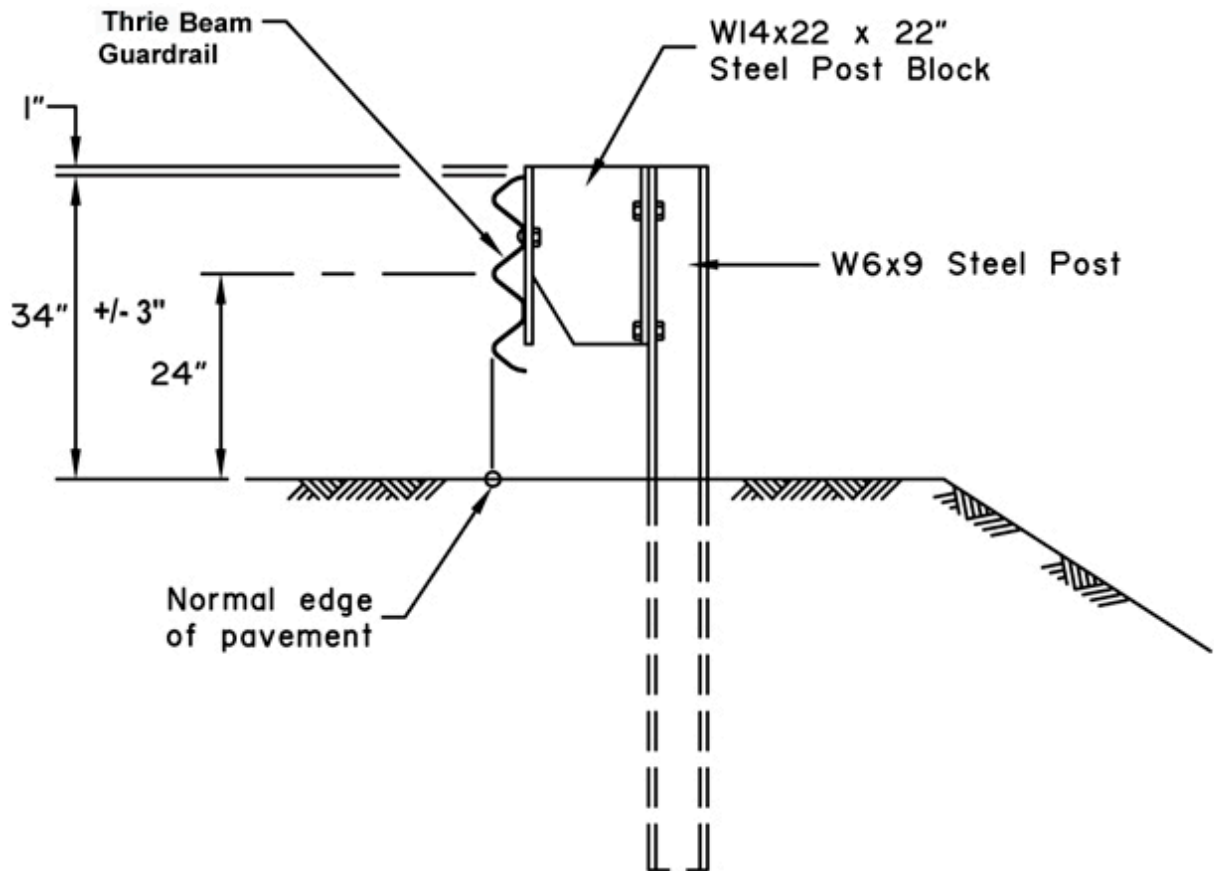
(Facilitates raising rail for future overlays.)

You can identify guardrail installed after January 1, 2018 by the guardrail splice being between, rather than on the post. Guardrail reflectors are mounted on the post rather than the guardrail.



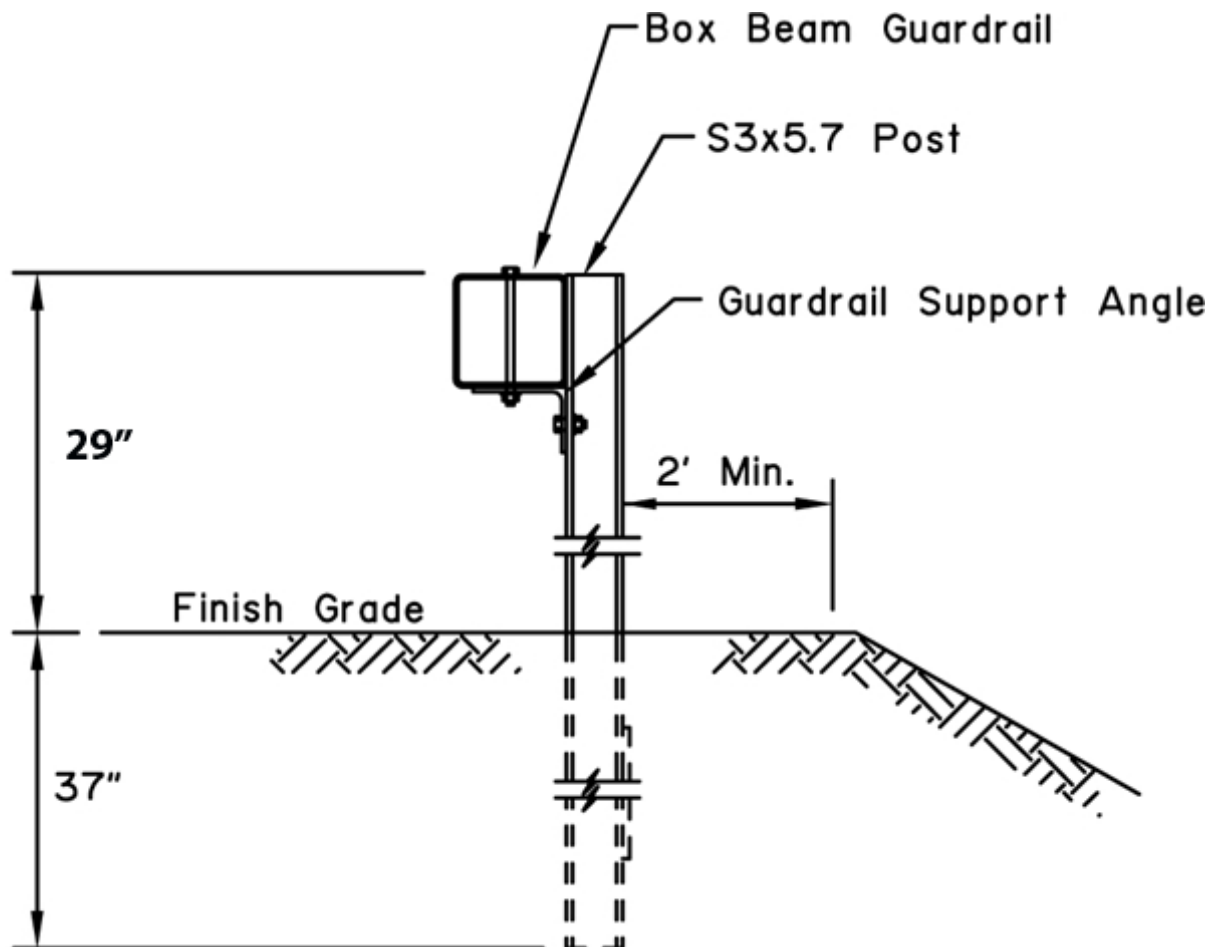
## Attachment 3 (cont.)

Thrie-Beam Guardrail is measured to top edge of panel 34 inches +/- 1 inch for new installations. Measurement is taken at the face of the beam to the normal edge of pavement or the finish grade as depicted below. The maintenance inspection standard for guardrail height cannot be lower than 26 ½ inches and not higher than 36 inches.



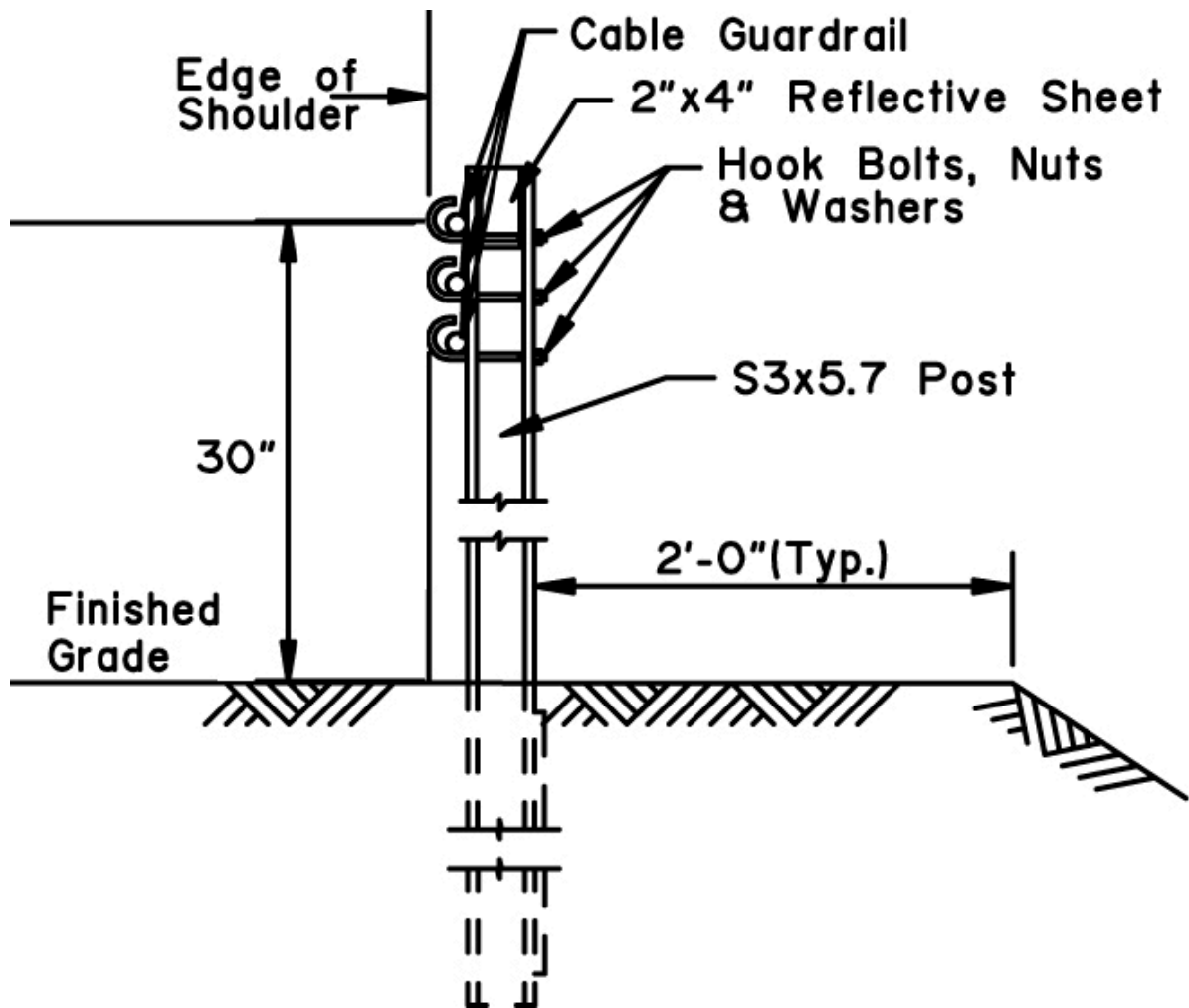
## Attachment 3 (cont.)

Box Beam Guardrail is measured to top edge of beam 29 inches and the new installation standard is  $\pm 1$  inch. Measurement is taken at the face of the beam to the finish grade as depicted below. This type guardrail is typically used on bridges in Alaska and the height does no change due to frost heave or undermining by water. However when used on the highway the height tolerance is  $\pm 3$  inches.



## Attachment 3 (cont.)

Cable Guardrail is measured to the center of upper cable 30 inches and the installation standard is  $\pm 1$  inch. The measurement is taken at the face of the cable to the finish grade as depicted below. The top cable cannot be lower than 26 ½ inches or higher than 34 inches.



The FHWA recommends tensioning the cables after installation to improve the performance of the system by reducing deflection and increasing the potential to capture the impacting vehicle. The installation temperature is also a critical factor. A fourth cable may be added to reduce the probability of a small vehicle slipping under the bottom cable. The FHWA recommends agencies specify a minimum tension at a discreet installation temperature for high tension cable, and plan follow-up inspections to ensure the desired tension is maintained.

## Attachment 3 (cont.)

Tensioning standards have not been set by Alaska DOT&PF for low tension cable guardrail, which is the only cable rail that is installed at this time. However until there is a standard, measure the height to the center of the top cable at the post and the height of the cable mid span. Both height measurements should be the same as long as the edge of the shoulder is consistent between posts.



## 14 Attachment 4 – QA Level of Service Goals

**NOTE:** The QA Level of Service goals will be reviewed again before the end of the 2018 calendar year.

### Level of Service Goals - Surface

- Gravel Surface – C
- Cracks – B
- Alligator Cracking – B
- Potholes - B
- Pavement Striping – C
- Pavement Markings – C
- Pavement Rutting – B
- Pavement IRI - B

### Level of Service Goals - Roadside

- Culverts – B
- Ditches – B
- Guardrail Panels – B
- Guardrail Ends – B
- Guardrail Height – B
- Traffic Signs – B
- Vegetation - B

## 15 Attachment 5 – ESRI ArcGIS Collector App & MMS Setup Checklist

The following checklist provides the sequence of events necessary to prepare the MMS and the ArcGIS and Collector App for each year's inventory and inspection season.

### 1. ArcGIS settings for Collector setup:

Feature Layer (hosted) Settings Save Cancel

Editing

☒ Enable editing.
 ☒ Keep track of created and updated features.
 ☒ Keep track of who created and last updated features.
 ☒ Enable Sync (disconnected editing with synchronization).

- Who can edit features?
 

Share the layer to specific groups of people, the organization or publicly via the Share button on the Overview tab. This layer is not shared.
- What kind of editing is allowed?
 

☐ Add, update, and delete features  
☒ Only update feature attributes  
☐ Only add new features
- What features can editors see?
 

☒ Editors can see all features  
☐ Editors can only see their own features (requires tracking)  
☐ Editors can't see any features, even those they add
- What features can editors edit?
 

☒ Editors can edit all features  
☐ Editors can only edit their own features (requires tracking)
- What access do anonymous editors (not signed in) have?
 

☒ The same as signed in editors  
☐ Only add new features, if allowed above (requires tracking)
- Who can manage edits?
  - You
  - Administrators
  - Data curators with the appropriate privileges

### 2. MMS Setup:

- As mentioned earlier the MMS must be setup for the new Fiscal Year (FY), which begins in July, in order to prepare the database.

## Attachment 5 (cont.)

- b. Run and have the three regions review the excluded segments for the new FY and have them verify with construction so the planned construction segments plus 1/10 mile on either of the construction are excluded.
- c. Once the excluded segments are loaded in the new FY run the MMS highway QA/QC inspection list and have the regions review and approve the QC sites they will inspect.
- d. Publish the inspection contract or amendment for signature, the inspection period is from May 1<sup>st</sup> to July 31<sup>st</sup> for the Contract.
- e. Export an Excel Spreadsheet CSV file and crate a Geospatial database or as described in the AgileAssets manual.
- f. Coordinate with the AgileAssets MMS manager to insure the fields and format match and required fields are prepopulated.
- g. Deliver the spreadsheet with the inspection segments to the GIS section so they can prepare the Geodatabase.
- h. Once the Geodatabase is published download it to the Trimble GPS tablets into the Collector App.
- i. Have Megan Byrd or the new manager for the Cell Phone SIM Cards activate the cards for the three Contractor's tablets.
- j. Once the testing is completed to insure functionality and accuracy by both Wireless and Cell phone download of the data, have the production path setup (setup is done by either the Department GIS section or ESRI ArcGIS) and then download it to Collector App on each tablet.
- k. View and track progress as the inspection data is transmitted from the field to the ESRI ArcGIS Cloud, then to the Department GIS server and Map.
- l. When the DOT QC team is ready to go to work, have the Cell Phone SIM cards activated for their tablets. The QC inspections, based on staff availability, should be completed by the second week in September to meet the regional M&O Chief's deadline.
- m. After each team completes their inspections for the season have the SIM cards deactivated to save money. The GCI SIM cards can be turned on and off as needed and you retain the SIM for the next inspection season.

# STATE OF ALASKA

Department of NAME

Division of NAME



## NOTICE OF INTENT TO AWARD A CONTRACT

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NUMBER:**

**RFP SUBJECT:**

**PROCUREMENT OFFICER:**

**SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND:    @    =    MOST ADVANTAGEOUS  
              YES    =    RESPONSIVE AND RESPONSIBLE OFFEROR  
              NO    =    NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>

### SUMMARY



STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
**REQUIRED CONTRACT PROVISIONS**  
for  
**FEDERAL-AID (FHWA) CONTRACTS**

FHWA-1273 – Revised October 23, 2023

**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated 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
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build 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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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 women.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 non-minority 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (1) 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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **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. 2 CFR 180.220 and 1200.220.

### **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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

## **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:

(1) 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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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) above.

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.

## **ATTACHMENT 6**

### **PROPOSAL EVALUATION FORM**

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number 2524H036

#### **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25 POINTS)**

**Proposals will be evaluated against the questions set out below:**

***1) Questions regarding the personnel:***

- a) Do the individuals assigned to the project have experience on similar projects?
  
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
  
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

## **SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10 POINTS)**

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

## **SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10 POINTS)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?

- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

### **5.05 UNDERSTANDING OF THE PROJECT (5 POINTS)**

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?