

## STANDARD PROCUREMENT POLICY

Through the state's annual capital budget process, specific line item appropriations are made to designated communities for sanitation facilities through the Village Safe Water (VSW) program (AS 46.07). A VSW grant represents a legal obligation on behalf of the State of Alaska. Once a grant is signed, the funds become the "property" of the community and the community owns any facility built with the grant funds. Consequently, when appropriate, local community procurement policies are followed for the purchase of the equipment, materials, supplies and services necessary to build the project.

The VSW program provides engineering assistance to the grantee communities in the planning, design, construction and maintenance of the village sanitation facilities improvements funded by the grants. Procurement actions are a component of this engineering assistance.

While assisting the communities with procurement actions, the VSW project engineer shall ensure that all grant-funded procurement actions are made in accordance with an acceptable procurement policy. In the absence of an acceptable local procurement policy, the VSW project engineer shall assist the community with adopting a procurement policy to ensure that procurements are made in a consistent and competitive manner in accordance with the expenditure of public funds. **The Grant Offer to the community shall specify what procurement policy will be used.** An acceptable procurement policy is as follows:

| <u>Dollar Amount</u> | <u>Minimum Procurement Action</u>   |
|----------------------|---|
| \$5,000 or less      | Discretionary competition   |
| \$5,001 to \$50,000  | Written quotations or proposals. At least three firms or persons shall be contacted for a quotation or proposal. Both the solicitation and responses must be in writing. The solicitation shall include the specification, award criteria, and the date and time responses are due. |
| \$50,001 or more     | Sealed bids or proposals. A public notice inviting sealed bids or proposals shall be publicized in a newspaper of general or local circulation for a minimum of 4 calendar days. Public notice shall occur at least 14 calendar days before bids or proposals are due.              |

## **1. Procurement Practices**

### **A. \$5000 or less**

- Documentation may be limited to a copy of the invoice or purchase order.
- The solicitation can be limited to a particular brand or model.
- One or more quotations or proposals may be received.

### **B. \$5001 to \$50,000**

- Documentation shall include a copy of the solicitation, names of firms or people contacted, copies of all quotations or proposals received, justification for the award, and the purchase order.
- At least three firms or persons shall be contacted for a quotation or proposal.
- The solicitation and the quotations/proposals must be in writing.
- The solicitation shall include the specifications, the award criteria and the date and time the quotations/proposals are due.
- All responders shall be advised of the outcome of the solicitation.

### **C. \$50,001 or more**

- Documentation shall include a copy of the public advertisement, a copy of the solicitation and addenda, names of firms or persons contacted, copies of all quotations/proposals received, notice of award, justification of the award, and the purchase order or the contract.
- The following process shall be followed for these procurement actions:
  1. A public notice as shown in Attachment I, inviting sealed bids or proposals shall be published in a newspaper of general or local circulation for a minimum of 4 calendar days. The public notice shall occur at least 14 calendar days before bids or proposals are due.
  2. It is recommended that a Notice Inviting Bids, as shown in Attachment II, be used as a part of the solicitation procedure.
  3. The Instructions/Information for Bidders, as shown in Attachment III, shall be included in all information packets provided to potential bidders.
  4. A Bid Form, using a format similar to that shown in Attachment IV shall be used in all bid packages.
  5. A Bid Tabulation, similar to that included as Attachment V, shall be used as a part of all bid comparisons.

6. A Notice of Intent to Award, similar to that included as Attachment VI shall be issued to each firm or person providing a bid or proposal. The Notice of Intent of Award must include the name of the successful bidder, the bid amount, and the time limitations for filing a protest.
- The request for bids or proposals must include:
    1. A description of the material, equipment, supplies or services being procured; evaluation factors; delivery or performance schedule; and the inspection and acceptance requirements.
    2. Instructions and information concerning the submission requirements, the time and date set for the receipt of bids or proposals, the address of the office to which the bids or proposals are to be delivered, the maximum time for acceptance by the community, and any other special information. A format similar to that shown in Attachment VII should be used.
    3. A description of all applicable contract terms and conditions, including warranty, bonding or other security requirements.
    4. The time limits for filing a protest.
  - The solicitation of proposals is subject to the following:
    1. If the VSW Project Engineer determines that factors other than cost are a significant consideration, a procurement may be entered into by soliciting proposals.
    2. A numerical rating system shall be used to rate proposals and shall be included in the solicitation documents.
    3. Cost must be a significant evaluation factor for proposals.

## **2. General Conditions**

**Artificial Fragmentation:** Procurement requirements may not be artificially divided or structured in a manner designed to circumvent the competitive levels contained in the VSW Standard Procurement Policy. When determining which minimum procurement action to follow, all options to renew or extend a contract must be considered.

**Project Engineer Approval:** The community may contract with a construction management firm or individual to procure equipment, materials, supplies, or services in accordance with this policy. The VSW engineer shall approve all purchases over \$50,000 before the award is made.

**Conflict of Interest:** A superintendent or foreman employed on the project cannot be a licensed distributor or vendor for any equipment, materials, supplies or services used on the project.

**Payment:** Vendors, suppliers, contractors or distributors may not be paid 100% of the cost of the products before they are received. Reimbursement must follow payment schedules identified in the purchase order or contract.

**Cost Formula for Proposals:** The formula included as Attachment VIII shall be used by VSW engineers or construction management firms when evaluating proposals.

**Specifications:** A specification that limits the procurement of items to a specific manufacturer's name or catalog number can only be used for specifications relating to single source, limited competition, or procurements of \$5,000 and less. It can also be used for procurements of \$5001 to \$50,000 if there are three or more vendors of that particular item.

Alternatives must be considered for all other procurement actions. In these actions a generic specification shall be written that defines the technical specifications required of the item or items being solicited. If no other manner of description will suffice except that of a brand name description, a "community approved equivalent" clause shall be included in the solicitation.

### **3. Single Source Procurement**

Single source procurement for over \$5000 is permissible with advance written approval of the VSW Engineering Supervisor or designee. The VSW Project Engineer shall submit a request in writing to the Engineering Supervisor explaining why it is in the community's best interest to follow the single source procurement policy. The request shall cite the community's specific and significant interests to support use of the single source procurement method. The adoption of construction standards or alternative technology by the community may be one way to meet this requirement.

The VSW Project Engineer shall conduct negotiations, as appropriate, as to the price, delivery, and other terms of a single source procurement.

### **4. Limited Competition**

The use of a limited number of potential vendors, suppliers, or contractors is permissible with advance written approval of the VSW Engineering Supervisor or designee. The VSW Project Engineer shall submit a request in writing including an explanation as to why the solicitation should be limited and why it is not practical or in the community's best interest to follow the Standard Procurement Policy.

# **STANDARD PROCUREMENT POLICY**

## **Protest Procedure**

A vendor, supplier, or contractor may protest a solicitation for a bid or proposal and/or a Notice of Intent to Award a contract. An interested party shall first attempt to resolve a dispute with the VSW Project Engineer. If this attempt is not satisfactorily concluded, the interested party may submit the protest to the VSW Engineering Supervisor. At this stage, the protest must be submitted in writing.

Written protests shall include the following information:

- The name, address, fax number, and telephone number of the protester.
- The signature of the protester or the protester's representative.
- A detailed statement of the factual grounds of the protest, including copies of relevant documents.
- The form of relief requested.

If protesting a solicitation, the protest must be filed by the working day before quotations, proposals, or bids are due. The VSW Engineering Supervisor shall give notice within one working day of the protest to all firms or persons that received the solicitation.

If protesting an award, the protest shall be filed within 5 working days of the date of the Notice of Intent to Award a contract. The VSW Engineering Supervisor shall, within one working day of the receipt of the written protest, give notice of the receipt of the protest to the protester and to the successful bidder.

Upon receiving the written protest, the VSW Engineering Supervisor shall do one of the following:

- Issue a decision denying the protest and stating the reasons for the denial.
- Issue a decision that sustains the protest, in whole or in part, and implements an appropriate remedy.

If the protestor is not satisfied with the VSW Engineering Supervisor's decision, an appeal to the community may be filed. The appeal must be filed in writing within 5 working days of the Engineering Supervisor's decision. An informal hearing on the protest may be conducted to resolve the dispute.

## **ATTACHMENT I**

### **EXAMPLE OF ADVERTISEMENT**

#### **CITY OF ALAKANUK INVITATION TO BID -- INSULATED PIPE**

Sealed bids for the procurement of insulated pipe will be received by the City of Alakanuk at the offices of Village Safe Water until 2:00 p.m. prevailing time on March 18, 1997.

The work will consist of the manufacture and delivery to Alakanuk, Alaska of 4,320 feet of insulated pipe, 131 joint kits and 30 insulated fabricated fittings, in accordance with the plans and specifications contained in the bidding documents. The work will be completed and the materials delivered to Alakanuk by June 15, 1997.

Bidding documents can be examined and obtained from Village Safe Water, 555 Cordova Street, Anchorage, AK 99501, or by calling 269-7502.

For more information concerning the proposed work, please contact Jeff Stanley at Dames and Moore, 261-6729, or Kurt Egelhofer at Village Safe Water, 269-7601.

#### **Notes for VSW Engineers:**

1. Bid openings should occur at the time bids are due. The VSW Engineer should be in the office for the bid opening.
2. Bids should be due only on Tuesday, Wednesdays or Thursdays. Bids should not be due immediately before or after a state holiday.
3. Bids should be due in the early afternoon to give the VSW Engineer time to evaluate and tabulate the bids and to send the bid tabulation to all bidders. A Notice of Intent to Award the bid should be issued within one working day of the bid opening.

## ATTACHMENT II

### EXAMPLE OF NOTICE INVITING BIDS

#### CITY OF ALAKANUK WATER AND SEWER SYSTEM IMPROVMENTS – PHASE II INSULATED PIPE AND FITTINGS NOTICE INVITING BIDS

Sealed bids for the procurement of insulated pipe will be received by the City of Alakanuk at the offices of Village Safe Water until 2:00 p.m. prevailing time on March 18, 1997.

The work will consist of the manufacture and delivery to Alakanuk, Alaska of 4,320 feet of insulated pipe, 131 joint kits and 30 fabricated fittings, in accordance with the plans and specifications contained in the bidding documents. The work will be completed and the materials delivered to Alakanuk by June 15, 1997.

Owner: City of Alakanuk  
P.O. Box 167  
Alakanuk, AK 99554  
Phone: 238-3313

Engineer: Dames and Moore  
5600 B Street, Suite 100  
Anchorage, AK 99518  
Phone: 261-6729

#### Schedule:

|                               |  |
|-------------------------------|--|
| Bid Advertisement:            | February 11 to 25, 1997  |
| Bid Opening and Location:     | March 18, 1997; Time: 2:00 p.m.<br><br>Village Safe Water<br>Fourth Floor<br>555 Cordova Street<br>Anchorage, AK 99501 |
| Submittals and Shop Drawings: | March 22 to April 5, 1997  |
| Estimated Contract Award:     | April 5, 1997  |
| Material Delivery:            | June 15, 1997<br>Alakanuk, Alaska  |

Bidding documents can be examined and obtained from Village Safe Water, Monday through Friday from 8:00 a.m. to 4:30 p.m., or by calling 269-7502.

## ATTACHMENT III

### EXAMPLE OF INSTRUCTIONS / INFORMATION FOR BIDDERS

1. All bids must be submitted at the time and place stated in the Notice Inviting Bids in sealed envelopes with the name of the project for which the bid is being submitted on the outside of the envelope. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bids shall be submitted on the Bid Form provided.
3. Once a bid is submitted, no modifications to the bid will be considered. No corrections to entries on the Bid Form will be considered unless the person signing the Bid Form initials the corrections.
4. Bidders shall acknowledge in the space provided on the Bid Form, receipt of all addenda issued during the bidding period. Failure to acknowledge addenda will result in the bid being rejected.
5. The bid must include everything necessary to fulfill all of the requirements of the solicitation as contained in the Notice Inviting Bids and other parts of the bidding documents. In the event of a difference between a price stated in words and a price stated in figures, the words shall govern. Math errors shall be corrected based on the criteria that words prevail over figures, and that unit prices prevail over total prices (extensions of unit prices or bid summations). For purposes of bid comparison, no discounts will be considered.
6. Unless otherwise stated in the Notice Inviting Bids, the Owner will pay for the materials or services provided by the bidder within 30 days of delivery of the materials or services and receipt of a properly documented invoice.
7. The owner reserves the right to reject any bid which is non-responsive, incomplete, or irregular; any bid which omits one or more items on the Bid Form; or any bid in which unit prices are unbalanced in the opinion of the owner. The owner reserves the right to waive any technicalities it deems appropriate in awarding the bid. The owner reserves the right to reject all bids.

**ATTACHMENT IV  
EXAMPLE OF BID FORM**

**CITY OF ALAKANUK  
WATER AND SEWER SYSTEM IMPROVEMENTS – PHASE II  
INSULATED PIPE AND FITTINGS  
BID FORM – PAGE 1**

| Bid Item                        | Description                 | Unit | Dwg. No. | Detail No. | Quantity | Unit Cost in Numbers (\$) | Unit Cost in Words (\$) | Total Cost (\$) |
|---------------------------------|-----------------------------|------|----------|------------|----------|---------------------------|-------------------------|-----------------|
| <b>PRE-INSULATED PIPE</b>       |                             |      |          |            |          |                           |                         |                 |
| 1                               | 6"x15" Water Main           | LF   | C155     | 6          | 2480     |                           |                         |                 |
| 2                               | 4"x15" Vacuum Sewer         | LF   | C155     | 7          | 560      |                           |                         |                 |
| 3                               | 6"x18" Vacuum Sewer         | LF   | C155     | 8          | 1280     |                           |                         |                 |
| <b>PROFILE CHANGE FITTINGS</b>  |                             |      |          |            |          |                           |                         |                 |
| 4                               | 6"x18" Vacuum Sewer, x=1.0' | Ea   | C158     | 5          | 3        |                           |                         |                 |
| 5                               | 6"x18" Vacuum Sewer, x=1.5' | Ea   | C158     | 5          | 3        |                           |                         |                 |
| <b>HORIZONTAL PIPE FITTINGS</b> |                             |      |          |            |          |                           |                         |                 |
| 6                               | 6"X18" Vacuum Sewer, x=45°  | Ea   | C155     | 8          | 6        |                           |                         |                 |
| 7                               | 6"x15" Water Main, x=45°    | Ea   | C155     | 6          | 12       |                           |                         |                 |
| 8                               | 4"x15" Vacuum Sewer, x=90°  | Ea   | C155     | 7          | 3        |                           |                         |                 |
| <b>VERTICAL PIPE FITTINGS</b>   |                             |      |          |            |          |                           |                         |                 |
| 9                               | 4"x15" Vacuum Sewer, x=90°  | Ea   | C157     | 4          | 3        |                           |                         |                 |

**ATTACHMENT IV  
EXAMPLE OF BID FORM**

**CITY OF ALAKANUK  
WATER AND SEWER SYSTEM IMPROVEMENTS – PHASE II  
INSULATED PIPE AND FITTINGS  
BID FORM – PAGE 2**

| Bid Item                   | Description         | Unit | Dwg. No. | Detail No. | Quantity | Unit Cost in Numbers (\$) | Unit Cost in Words (\$) | Total Cost (\$) |
|----------------------------|---------------------|------|----------|------------|----------|---------------------------|-------------------------|-----------------|
| <b>PIPE JOINT KITS</b>     |                     |      |          |            |          |                           |                         |                 |
| 10                         | 6"X15" Water Main   | Ea   | C157     | 2          | 75       |                           |                         |                 |
| 11                         | 4"x15" Vacuum Sewer | Ea   | C157     | 2          | 16       |                           |                         |                 |
| 12                         | 6"x18" Vacuum Sewer | Ea   | C157     | 2          | 40       |                           |                         |                 |
| <b>FREIGHT TO ALAKANUK</b> |                     |      |          |            |          |                           |                         |                 |
| 13                         | Freight to Alakanuk | LS   | N/A      | N/A        | 1        |                           |                         |                 |

Total Bid Price (in words): \_\_\_\_\_

Total Bid Price (in numbers): \_\_\_\_\_ Addenda Received (Initials): #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_

Company: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

ATTACHMENT V

EXAMPLE BID TABULATION

CITY OF ALAKANUK  
WATER AND SEWER SYSTEM IMPROVMENTS – PHASE II  
INSULATED PIPE AND FITTINGS  
BID TABULATION

Bid Opening: March 18, 1997

| <u>Bidder</u>       | <u>Bid Price</u> | <u>Addenda<br/>Received</u> | <u>Sample<br/>Submitted</u> |
|---------------------|------------------|-----------------------------|-----------------------------|
| Arctic Insulation   | \$ 217,175.49    | Yes                         | Yes                         |
| Cook Inlet Flowline | \$ 226,644.00    | Yes                         | Yes                         |
| Smithway Company    | \$ 230,585.79    | Yes                         | Yes                         |

Arctic Insulation is the apparent low bidder.

Notes for VSW Engineers:

1. Bid tabulations should include the total bid price for each bidder and whether addenda were received. If a bid was rejected for any reason, it should be so noted on the bid tabulation. The apparent low bidder should be declared.
2. In this example, Arctic Insulation submitted a pipe sample that was tested by an independent laboratory; the sample did not meet the technical specifications in the bid documents. Arctic Insulation withdrew their bid on March 31, 1997 and the bid was awarded to Cook Inlet Flow Line. Cook Inlet Flow Line successfully produced the pipe and shipped it to the City of Alakanuk.

# STATE OF ALASKA

ATTACHMENT VI

DEPT. OF ENVIRONMENTAL CONSERVATION

TONY KNOWLES, GOVERNOR

FAX 269-7509  
269-7601  
555 Cordova St.  
Anchorage, AK  
99501

VILLAGE SAFE WATER

March 18, 1997

Cook Inlet Flowline Inc.  
1881 Livengood  
Fairbanks, AK 99701

VIA FAX: 456-1194

Subject: **Notice of Intent to Award – City of Alakanuk Insulated Pipe and Fittings**

Dear Sir:

The City of Alakanuk, in conjunction with the Village Safe Water Program, conducted a bid opening today for the Insulated Pipe and Fittings bid. The bid tabulation is attached.

The City of Alakanuk intends to award the bid to the apparent low bidder, Arctic Insulation, located in Big Lake, Alaska. Arctic Insulation submitted a bid of \$217,175.49 for the work.

If you desire to protest the award of this bid, you must file a written protest by 4:30 p.m. prevailing time on March 25, 1997. The written protest must follow the attached protest procedure.

If you have any questions or comments, please call me at 269-7601.

Sincerely,

VSW Engineer

Attachment: Bid Tabulation  
Protest Procedure

## ATTACHMENT VII

### EXAMPLE OF REQUEST FOR PROPOSAL

#### CITY OF MEKORYUK PUMP STATION, FORCE MAIN, EQUIPMENT GARAGE, LAGOON CLOSURE

Sealed Proposals for construction of the City of Mekoryuk Pump Station, Force Main, Equipment and Maintenance Garage, and Lagoon Closure will be received at the office of Village Safe Water, 555 Cordova Street, Fourth Floor, Anchorage AK 99501 until 2:00 p.m. prevailing time on June 10, 2002, and then will be reviewed and scored. Any Proposals received after the specified time and date will not be considered.

Proposed Improvements primarily include construction of a 1,200 square foot garage, an 8-foot diameter buried pump station with building and valve vault, 5,150 lineal feet of 4-inch diameter force main with cleanouts and both glycol and electrical heat trace systems, and the closure of a 3-1/2 acre sewage treatment lagoon. The Work will be completed in all respects within 600 calendar days of contract execution.

Proposal documents will be available beginning May 21, 2002. They may be examined and/or purchased for a nonrefundable fee of \$120 at the following address:

Northern Duplicating  
4011 Arctic Boulevard, Suite 103  
Anchorage, AK 99503  
(907) 561-4060

For an additional \$15, the Proposal Documents may be mailed via USPS priority mail – contact Northern Duplication between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday at (907) 561-4060. Proposal Documents may be sent on an expedited basis if provided with the Proposer's USPS Express Mail or Federal Express account number.

Half size plan sets are available for an additional \$10 per set to Proposal Set purchasers only.

The following plan room services have received sets of Proposal Documents for the Work proposed herein:

The Plans Room  
Anchorage and Fairbanks, AK

Associated General Contractors  
Anchorage and Fairbanks, AK

Dodge Reports  
Seattle, WA

Construction Data  
Bellevue, WA

Each Proposal must be submitted on the prescribed Proposal Form and shall include the information requested below and shall be accompanied by Bid Security as prescribed in the Instructions to Proposers, payable to the City of Mekoryuk in an amount not less than ten percent (10%) of the Proposal Amount.

## ATTACHMENT VII

Proposals will be evaluated and scored by a team of three individuals, including representatives of the City of Mekoryuk and Village Safe Water (VSW). The Proposal with the highest score will be recommended to the City Council of Mekoryuk to enter into a contract with the Successful Proposer. Points will be awarded according to the following guidelines:

|                              |                       |
|------------------------------|-----------------------|
| <b>Cost to Construct:</b>    | <b>Points: 0 – 40</b> |
| <b>Construction Manager:</b> | <b>Points: 0 – 10</b> |
| <b>Superintendent:</b>       | <b>Points: 0 – 10</b> |
| <b>Local Hire:</b>           | <b>Points: 0 – 25</b> |
| <b>Training Programs:</b>    | <b>Points: 0 – 15</b> |
| <b>Schedule:</b>             | <b>Points: 0 – 5</b>  |
| <b>Experience:</b>           | <b>Points: 0 – 10</b> |
| <b>References:</b>           | <b>Points: 0 – 15</b> |

The Successful Proposer will be required to furnish the necessary additional Bond(s) for the faithful performance of the Work, as prescribed in the Proposal Documents.

In order to perform public work, the Proposer and Subcontractors shall hold or obtain such Contractor and Business Licenses as required by State Statutes, and Federal and City of Mekoryuk Laws and Regulations.

For information concerning the proposed Work, contact Dave Yanoshek, P.E., Project Manager, CRW Engineering Group, (907) 562-3252, e-mail: [dyanoshek@crweng.com](mailto:dyanoshek@crweng.com).

The City of Mekoryuk reserves the right to reject all Proposals or any Proposal not conforming to the intent and purpose of the Proposal Documents.

Dated this 15th day of May, 2002

CITY OF MEKORYUK, ALASKA

By Debbie David  
Mayor

Publish: May 21 and 28; June 3, 2002

## ATTACHMENT VIII

### COST FORMULA FOR PROPOSALS

Proposals shall be evaluated by converting cost to points using the following formula:

$$\text{POINTS} = \frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Proposal Being Scored})}$$

#### Example:

Maximum Number of Points = 40

Proposer A submits a cost of \$1,483,562

Proposer B submits a cost of \$1,492,378

Proposer C submits a cost of \$1,493,031

Proposer D submits a cost of \$2,134,299

The following points are awarded by using the formula:

Proposer A: 40.0 Points

Proposer B: 39.8 Points

Proposer C: 39.7 Points

Proposer D: 27.8 Points

# SECURING PROFESSIONAL SERVICES

|  |  |   |                        |   |
|--|--|---|------------------------|---|
| <b>STATE OF ALASKA<br/>DEPARTMENT OF ENVIRONMENTAL<br/>CONSERVATION<br/>POLICIES AND PROCEDURES MANUAL</b> |  | <b>P&amp;P No.</b><br>2085                                  | <b>Page 1<br/>Of 5</b> | <b>Effective:</b><br>November<br>26, 2001 |
|  |  | <b>P&amp;P Title:</b><br><br>Securing Professional Services |                        |   |
| <b>Section Title:</b> Field Directive  |  | <b>Department Contact is:</b><br><br>Ken Collison, VSW      |                        |   |
| <b>Section Number:</b>   | <b>Chapter Number:</b>                             |   |                        |   |
| <b>Issued By:</b><br>Facility Construction &<br>Operation  | <b>Division Director:</b><br><br>Dan Easton - P.E. |   |                        |   |

## PURPOSE

To establish a policy for selecting professional services, including consulting engineers, planners or architects for Village Safe Water (VSW) projects.

## REFERENCES

ASCE Manual on Engineering Practice No. 45; A Guideline for Engagement of Engineering Services.

## BACKGROUND

The VSW program assists rural communities with selecting professional engineering firms for planning, design and construction management services necessary to complete water, sewer and solid waste projects. Since no two engineering firms have equal skills and experience, selecting the most qualified firm can make the difference between successful and unsuccessful projects. When public funds are used to pay for these services, a basis for selecting the firms is needed which is objective, fair and encourages competition for work.

## SELECTION PROCEDURE

### A: SERVICES EXCEEDING \$25,000:

A two-step process is utilized for selecting engineering firms for VSW projects requiring professional services exceeding \$25,000. This process for securing professional services is summarized as follows:

#### Step 1: Preparation and Evaluation of Statement of Qualification (SOQ)

1. The VSW Engineer develops a request for Statement of Qualifications (SOQ) that is advertised in newspapers of general circulation, (see example Attachment I) to determine which firms are interested.

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The following steps will be followed when preparing the SOQ:

- Develop a Request for Statement of Qualifications (SOQ) and an outline of the Request for Proposal (RFP) before advertising. This is to ensure that a clear Scope of Services is established before the solicitation process.
- Identify the approximate cost for the work to be completed by the engineering firm before the solicitation process.
- Define whether an interview (or oral presentation) is required for the proposal stage and where the interview will be conducted. Travel expenses incurred by prospective engineering firms may be paid by the Grantee depending on the circumstances.
- Develop the basis and point criteria (See Example Attachment II) on which the SOQ will be evaluated. The criteria shown below may be subdivided to further refine the evaluation process:
  - a) Experience of the firm or team
  - b) Resources and qualifications of the firm or team
  - c) Project Manager experience
  - d) References of the firm or team

Additional criteria to evaluate prospective firms may include:

- e) Special expertise
- f) Qualifications of sub-consultants
- g) Availability of key personnel

A section for "comments" shall be included with each criteria.

2. The VSW engineer will form a committee of three VSW engineers (including one P.E.) to review the submitted SOQ's.
  - The review committee will meet before the SOQ's are scored so that all committee members understand the scoring criteria and that there is assurance that all SOQ's are scored systematically.
  - The VSW Engineer or members of the scoring committee shall check at least three references for each firm submitting an SOQ. Reference checks are documented and copies provided to each review committee member.

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3. Using the following steps, the committee reviews and screens the statements of qualifications and selects three firms that have the best qualifications for the specific project.
  - The review committee scores the SOQ's independently. Each engineer reviews all of the SOQ's by section and scores each section in turn based on the criteria. Each engineer then adds the scores for each SOQ and ranks the SOQ's from the most favorable submittal (highest overall score) to the least favorable submittal (lowest overall score).
  - The review committee then meets to discuss each engineer's scoring and ranking of all SOQ's. Significant point differences between engineers for a particular section should be discussed and adjustments made, if appropriate, to the individual scores based on the consensus of the committee. The VSW Engineer should summarize the reasons for selecting the three firms with the highest rank.
4. The VSW Engineer promptly contacts all firms that submitted SOQ's and informs them as to which firms were selected (See Example Attachment III). Firms desiring a debriefing may review SOQ's and score sheets and meet with the VSW Engineer only after the winning firm has signed a contract with the community soliciting the work.

### Step 2: Preparation of Request for Proposals (RFP) and Evaluation of Proposals

1. The VSW Engineer finalizes the Request for Proposal (RFP) (see example Attachment IV), sends it to the three selected firms, and :
  - Develops a weighted selection criteria (see example Attachment V) to reflect the unique requirements of each project,
  - May conduct a pre-proposal meeting with the three firms. If the proposed work is expected to cost \$500,000 or more, the pre-proposal meeting is required, and
  - May request the engineering firm to re-state SOQ information in the proposal.
2. Upon receipt of the proposals, the VSW Engineer:
  - May attach the SOQ to the engineering firm's proposal during the proposal evaluation stage of the selection process, and
  - May schedule interviews as part of the evaluation process.

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3. The proposals are reviewed by a selection committee of at least three (3) individuals composed of a member of the community, a second individual representing the community (or chosen at large) and the VSW engineer. The VSW Engineer conducts a meeting or teleconference with the members of the selection committee before the proposals are evaluated to review the selection criteria and the scoring process. Using the selection criteria developed above, the Proposals are evaluated and rated in order by score.
4. The VSW engineer invites the highest-rated firm to discuss and negotiate costs and other contract terms. If successful, an agreement is presented to the community for review. In some cases, the firm may be asked to visit the community and review the scope of work.
5. If contract negotiations are not successful, the VSW engineer notifies the firm in writing and then contacts the next consultant on the list.
6. The community and the successful consultant execute a contract for the scope of services.

### B: SERVICES UNDER \$25,000:

For services not to exceed \$25,000, an abbreviated process may be used for securing professional services. The VSW Engineer must obtain advance written approval from the Grantee to utilize the process described below.

- Prepare selection criteria and a request for a letter proposal, limiting responses to one page for each selection criteria. The request is advertised in a newspaper of general circulation.
- Evaluate the abbreviated proposals based on the selection criteria. The selection criteria should reflect the unique requirements of the requested services.
- Invite the highest rated firm to discuss and negotiate costs and other contract terms. If successful, an agreement is presented to the community for review and approval.

### C: SERVICES NOT EXCEEDING \$5,000:

For services not to exceed \$5,000 that are short-term or of limited scope, the SOQ and the RFP steps may be deleted. The VSW engineer procures the services of a licensed professional and informs an official of the community that the consultant was selected.

## SECURING PROFESSIONAL SERVICES

**P&P No:** 2085

**Effective Date:** November 26, 2001

**Page 5 of 5**

Any changes or deviation from this procedure must be approved in advance by the Division Director.

Attachment I: SOQ Example  
Attachment II: SOQ Evaluation Criteria Example  
Attachment III: Examples of Letters to Consulting Firms  
Attachment IV: RFP Example  
Attachment V: RFP Selection Criteria Example

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## **ATTACHMENT I**

### **REQUEST FOR A STATEMENT OF QUALIFICATIONS For Engineering Consultant Services CITY OF SAXMAN**

#### **WATER STORAGE TANK CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

The City of Saxman is requesting Statements of Qualification from Engineering firms interested in proposing on Construction Drawings and Specifications for a new Water Storage Tank in the City. Saxman is located on the west side of Revillagigedo Island, 2 miles south of Ketchikan on the South Tongass Highway. It lies at approximately 55d 19m N Latitude, 131d 35m W Longitude (Sec. 33, T075S, R091E, Copper River Meridian). The community is located in the Ketchikan Recording District. The area encompasses 1 sq. miles of land and 0 sq. miles of water.

All homes in the community have piped water and sewer. The water is drawn from the North Fork of Saxman Creek, treated by sand filtration followed by chlorination, and stored in a 128,000-gallon storage tank. Current water usage is approximately 60,000 gallons per day. The current storage tank does not provide adequate contact time for a Class A surface water system. During extended dry periods, the current source creek is not adequate to keep up with daily usage, resulting water use restrictions and potential limitations for fire flow. "Boil Water" notices have been recurrent, increasing the health risk in the community.

The City is considering the possibility of purchasing water in the future from Ketchikan Public Utilities. If this is done, a new storage tank will be needed to provide a supply buffer for the City.

The scope of the work required will be to develop construction drawings and written construction specifications for a new water storage tank with a minimum of 600,000 gallons capacity. In addition, the engineer will provide the design, construction drawings, and written construction specifications for piping to and from the tank for optimal use with the current distribution system, potential future upgrades of the system, and potential commercial users within the community.

A total of \$150,000 is available to complete the scope of work.

Additional information may be obtained by contacting Jon Menough at Village Safe Water, 555 Cordova St., Anchorage, AK, 99501, phone 269-7504, FAX 269-7509. Completed Statements of Qualification are due at Village Safe Water by 3 PM prevailing time, Thursday, January 4, 2001. Three finalists will be announced by Monday, January 15, 2001.

## ATTACHMENT I

*Advertisement to be run in Anchorage and Ketchikan Papers*

### **REQUEST FOR A STATEMENT OF QUALIFICATIONS CITY OF SAXMAN WATER STORAGE TANK CONSTRUCTION DRAWINGS AND SPECIFICATIONS**

The City of Saxman is requesting Statements of Qualification from Engineering firms interested in proposing on Construction Drawings and Specifications for a new Water Storage Tank in the City. Saxman is located on the west side of Revillagigedo Island, 2 miles south of Ketchikan on the South Tongass Highway. The City's current water and sewer system is approx. 15 years old.

Engineering firms interested in this project can obtain a Request for Statement of Qualifications by contacting Village Safe Water at (907) 269-7502. Statements of Qualifications are due in Anchorage on **January 4, 2000 at 3:00 PM** prevailing time.

## MEMORANDUM

Village Safe Water

State of Alaska

555 Cordova Street, Anchorage, AK 99501

To: VSW Engineers; Administrative Staff

Date: November 12, 2002

Phone: 269-7601

From: Kurt Z. Egelhofer, P.E.      Subject: Advertising for Professional Services

The following procedure shall be followed when advertising for professional services:

1. The VSW Engineer prepares a Requests for Statements of Qualifications (for services exceeding \$25,000) or a Request for Letter Proposal (for services between \$5,000 and \$25,000). The VSW Engineer also prepares the text of the advertisement. The VSW Engineer submits the electronic version of the request and the advertisement to the administrative staff for review.
2. The administrative staff advertises the request in newspapers of general circulation for a minimum of three (3) times for a minimum of fourteen (14) days (counted from the last day of publication). Due dates for SOQ's should not be on Mondays, Fridays, or the working day before or after a state holiday. The VSW Engineer may request the administrative staff to advertise the request in additional local community or regional newspapers.
3. The administrative staff confirms that the request has been advertised and e-mails the request to all vendors on the Village Safe Water Vendor List.
4. The Vendor List is updated at least once each year by advertisement requesting interested professional services firms to submit their telephone, e-mail and business address information to the administrative staff. Interested firms may submit only one e-mail address per office location.

## ATTACHMENT II

### SOQ INFORMATION

#### **SCORING:**

The firm's Statement of Qualifications (SOQ) will be evaluated and rated on a total point basis using the following criteria:

a. (20 Points) Experience of the firm/team.

Water Tank Construction/Design experience: Describe no more than three projects where your firm has prepared construction drawings and construction specifications for water storage tanks and related piping. Limit your description to one page each or less.

- Site control maps
- Collection and application of relevant subsurface geotechnical information
- Preparation of conceptual and complete designs
- Design of a system that can handle future undefined residential and commercial needs

b. (30 Points) Resources and qualifications of the firm/team.

- What do you view as the major task areas in completing this work? (Limit task description to ½ page each.)
- How will you address each of these areas? (Limit to ½ page)
- Who will be responsible for each of the identified task areas (key staff)?
- What are their qualifications to perform these tasks? (Limit resumes to 2 pages.)

c. (40 Points) Project manager.

- Who will be the Project Manager?
- Describe the role of the proposed Project Manager. Why is this person the best person to serve as the Project Manager?
- Please list the three most recent projects on which this person has worked, either as a Project Manager or Key Staff Member.
- Provide a percentage estimate of the amount of project work to be accomplished by the Project Manager.
- Guaranteed availability

d. (10 Points) References.

- Submit at least 3 references for similar work that your firm has completed in the last 7 years. State whether the Project Manager was involved in the referenced work. Please provide current contact person, phone number and a brief description of the type of work completed.

A board of three (3) VSW engineers (including at least one Professional Engineer) will evaluate the qualifications, and prepare a recommended list of the three most qualified firms for the community. All applicants will be informed of the selection outcome by letter. The "short listed" firms will then be sent a proposal packet. A committee of at least three individuals, composed of local officials and the VSW project engineer, will make a final selection of one firm. Interviews of the three "short listed" firms will be conducted in Anchorage. Interviews are tentatively planned for February 13, 2001.

## ATTACHMENT II

### WHAT TO INCLUDE IN THE SOQ:

Four (4) copies of the SOQ must be submitted. SOQ's will be scored on the above criteria and should be organized as outlined in the above scoring. SOQ's should include a cover letter from the lead firm conveying an understanding of the proposed work and a general profile of the firm. This should not exceed 2 pages. Content of the SOQ should then be organized in sections as follows:

- A. Experience of the Firm or Team
- B. Resources and qualifications of the Firm or Team
- C. Project Manager Information

The Firm or Team's Statement of Qualifications will serve as the applicable submittal of Project Manager and Key Staff personnel in the Request For Proposal (RFP) stage for the short-listed Firms. This information will not be duplicated in the RFP.



STATEMENT OF QUALIFICATION'S (SOQ) SCORE SHEET (SUMMARY SHEET)  
for  
ENGINEERING CONSULTANT SERVICES

SCORE SUMMARY

| DESCRIPTION OF CRITERIA  | TOTAL POSSIBLE SCORE | FIRM NAMES |  |
|--|----------------------|------------|--|
|  |                      |            |  |
| <b>Experience of the Firm:</b> <ul style="list-style-type: none"> <li>- Site control maps</li> <li>- Collection and application of relevant subsurface geotechnical information</li> <li>- Preparation of conceptual and complete designs</li> <li>- Design of a system that can handle future undefined residential and commercial needs</li> </ul> | 20                   |            |  |
| <b>Resources and qualifications of the firm.</b> <ul style="list-style-type: none"> <li>- Major task areas in completing the work</li> <li>- Does firm address each of these areas?</li> <li>- Key staff</li> <li>- Qualifications of key staff</li> </ul>   | 30                   |            |  |
| <b>Project manager.</b> <ul style="list-style-type: none"> <li>- Who will be the Project Manager?</li> <li>- Role of the proposed Project Manager</li> <li>- Percentage estimate of the amount of project work to be accomplished by the Project Manager</li> <li>- Guaranteed availability</li> </ul>   | 40                   |            |  |
| <b>References of the firm and project manager.</b> <ul style="list-style-type: none"> <li>- Attach summary sheet of references</li> </ul>  | 10                   |            |  |
| <b>Overall Critique Comments</b> <ul style="list-style-type: none"> <li>- List major weaknesses</li> <li>- List major strengths</li> <li>- Special knowledge that the firm has about the project work or location</li> <li>- Key concerns stated in SOQ.</li> </ul>  | 0                    |            |  |
| <b>TOTALS:</b>   |                      |            |  |

# STATE OF ALASKA

ATTACHMENT III

DEPT. OF ENVIRONMENTAL CONSERVATION

TONY KNOWLES, GOVERNOR

FAX 269-7509  
269-7601  
555 Cordova St.  
Anchorage, AK  
99501

## VILLAGE SAFE WATER

January 12, 2001

**(Send to the three short-listed firms.)**

Effluvium Engineering  
2121 Honey Bucket Lane  
Sweet Water, AK 99901

Subject: **Statement of Qualifications for Engineering Consulting Services**

Dear Sir:

We are pleased to inform you that your firm was one of three that were selected to receive the Request for Proposals for the Saxman Water Storage Tank Construction Drawings and Specifications. A copy of the Request for Proposal is attached.

The three short-listed firms are Effluvium Engineering, Better Bafflers and Crapper Consultants International.

Your written proposal should follow the outline provided. Written proposals are due in this office on or before 3:00 PM prevailing time on February 1, 2001. Interviews with the selection team are scheduled for February 13, 2001. Specific interview times will be decided later. If you are unavailable on this day or have time restrictions on this day, please let me know as soon as possible.

Should you have any questions, please call me at (907) 269-7502.

Sincerely,

VSW Engineer

# STATE OF ALASKA

ATTACHMENT III

DEPT. OF ENVIRONMENTAL CONSERVATION

TONY KNOWLES, GOVERNOR

FAX 269-7509  
269-7601  
555 Cordova St.  
Anchorage, AK  
99501

VILLAGE SAFE WATER

January 12, 2001

(Send to all firms not short-listed.)

Effluent Engineering  
2121 Honey Bucket Lane  
Sweet Water, AK 99901

Subject: **Statement of Qualifications for Engineering Consulting Services**

Dear Sir:

Thank you for the response to our recent Request for Statements of Qualification for the Saxman Water Storage Tank Construction Drawings and Specifications. After careful consideration, your firm was not selected to receive the Request for Proposal. We appreciate the effort that was made and will be glad to meet with you and/or representatives of your company and review what the selection committee felt were the strong and weak points of your submittal. Please call me at (907) 269-7502 to schedule such a meeting.

Sincerely,

VSW Engineer

# ATTACHMENT IV

## REQUEST FOR PROPOSAL For Engineering Consultant Services

### City of Saxman

## WATER STORAGE TANK CONSTRUCTION DRAWINGS AND SPECIFICATIONS

### 1.0 Introduction

The City of Saxman, in conjunction with the Village Safe Water Program, is requesting Proposals for the design of a new Water Storage Tank and associated piping in the City. The work will include all required engineering associated with preparation of all construction drawings and preparation of all written construction specifications for the tank and all associated piping. The Engineer will also assist the City in obtaining all necessary State and Federal permits associated with this work. Final selection of a firm will be made by a committee including two City representatives and the VSW Project Engineer.

### 2.0 Background

Saxman is located on the west side of Revillagigedo Island, 2 miles south of Ketchikan on the South Tongass Highway. It lies at approximately 55d 19m N Latitude, 131d 35m W Longitude (Sec. 33, T075S, R091E, Copper River Meridian). The community is located in the Ketchikan Recording District. The area encompasses 1 sq. miles of land and 0 sq. miles of water.

All homes in the community have piped water and sewer. The water is drawn from the North Fork of Saxman Creek, treated by sand filtration followed by chlorination, and stored in a 128,000-gallon storage tank. Current water usage is approximately 60,000 gallons per day. The current storage tank does not provide adequate contact time for a Class A surface water system. During extended dry periods, the current source creek is not adequate to keep up with daily usage, resulting water use restrictions and potential limitations for fire flow. "Boil Water" notices have been recurrent, increasing the health risk in the community. Also, homes have been built at higher elevations, requiring a booster pump station to be installed to provide service to these homes.

The City is interested in further residential development as well as commercial development. In order to be able to provide adequate water for this development, they are currently considering three options for future water supply. One is the possibility of purchasing bulk water from the Ketchikan Public Utilities (KPU) and discontinuing the operation of their own treatment facility. A second option is to have a connection to KPU and use it as a secondary source for water while continuing to use the current treatment plant and Saxman Creek as the primary source. If a connection is made with KPU, a storage tank will be necessary to provide storage as well as a pressure buffer to the system.

The third option is to expand/upgrade the current treatment facility and extend a supply line to the south fork of Saxman Creek for additional supply. Under this third option, there would be no connection to the KPU system. (The City currently has a DNR permit allowing a total draw of over three times the current daily usage volume from Saxman Creek.) In designing the tank and associated piping, these three alternatives must be considered.

It should be noted that Saxman has been the site of a Tlingit community for several hundred years. As such, it may be necessary to have archaeological survey work done prior to construction and monitoring during construction. It may also be advisable to relocate pipe corridors, etc., to avoid sensitive areas. These issues must be considered in development of the construction plans.

## ATTACHMENT IV

The City has received a Grant through the Village Safe Water Program for \$150,000 to complete the design, develop all construction plans, and have written construction specifications developed for the new storage tank. The tank will be at least a 600,000-gallon tank. When construction funding is available, it is the intention of the City to bid the construction of this tank and award a single contract for the construction.

### **3.0 Parties Involved In The Process**

The City of Saxman is the contracting entity, hereinafter referred to as the "City". Village Safe Water, hereinafter referred to as "VSW", is a program within the Alaska Department of Environmental Conservation (ADEC). VSW is providing technical assistance and administering state grant funds for the engineering and construction of the new storage tank and associated piping. The firm submitting the proposal is hereinafter referred to as the "Engineer". The City and VSW's address and phone number are listed below. Specific questions concerning this RFP should be directed to Jon Menough, VSW Engineer.

Mr. Tom Fitzgerald, City Administrator  
City of Saxman  
Route 2 Box 1 Saxman  
Ketchikan, AK 99901  
(907) 225-4166 FAX (907) 225-6450

Jon Menough, VSW Engineer  
Village Safe Water  
555 Cordova Street  
Anchorage, AK 99501  
(907) 269-7604 FAX (907) 269-7509

### **4.0 Scope of Services**

The general scope of services to be provided by the Engineer are as follows (Note: The Engineer should feel free to propose any changes or additions to the scope, schedule, or format of reports for each of the tasks below):

- 4.1 Geotechnical Investigation.
- 4.2 Surveying.
- 4.3 Preliminary Engineering and Site Layout.
- 4.4 Identification of necessary permits and assistance to the City in obtaining these permits. The Engineer will prepare all required applications for permits and provide required supporting documentation to apply for and receive all permits necessary.
- 4.5 Identification of any areas that may be sensitive to the Tlingit Cultural Heritage and any actions required to mitigate/ avoid construction problems in these areas.
- 4.6 Development of final Construction Drawings.
- 4.7 Development of written Construction Specifications.
- 4.8 Cost Estimates. The Engineer will provide detailed project cost estimates, including predevelopment, construction, and construction management.

### **5.0 Deliverables**

Deliverables will include the following:

- 5.1 Preliminary Engineering and Site Characterization Report.
- 5.2 One (1) set each of full-size Mylar drawings (22" x 34").
- 5.3 Four (4) sets of full-size paper drawings (22" x 34") for Construction.
- 5.4 Four (4) sets of half-size paper drawings (11" x 17") for Construction.
- 5.5 Written Construction Specifications for the tank and all associated piping.
- 5.6 Copies of all drawings and reports on CD. Drawing files are to be in AutoCAD format.
- 5.7 Written estimates of all construction and related costs.
- 5.8 Completed applications for permits as required.

## ATTACHMENT IV

### **6.0 Project Schedule**

The Engineer will be expected to begin this project and make the first visit to the City before the end of March 2001. Please define your proposed project schedule. The City needs to be able to submit a CIP request to the State for funding in FY 2003. This request must be completed before September 29, 2001. You will be expected to assist in this process and your proposal should reflect this effort.

### **7.0 Proposal Format and Content**

Proposals should be submitted in three parts. Part One will consist of a copy of your original Statement of Qualifications.

Part Two will consist of a maximum of ten pages of your proposed plan of how you will accomplish the work.

Part Three will consist of your cost schedule for the proposed plan. This part must be submitted in a sealed envelope. This should include a rate schedule indicating direct and indirect costs for personnel assigned to the project. Estimate the level of effort in terms of workdays needed to complete various phases of the project. Estimate the total cost of engineering services to be provided by your firm or team.

### **8.0 Submission of Proposals**

Engineers will submit six (6) copies of their proposal to the attention of Jon Menough, VSW Engineer Assoc., at the above address by 3:00 p.m. prevailing time on Thursday, February 1, 2001.

### **9.0 Interviews**

Engineers should be available for interviews by the Selection Committee on or about February 13, 2001. Interviews will be held at the ADEC building, 555 Cordova Street, Anchorage, Alaska 99501. The exact date and time for these interviews will be established after consulting with all parties involved.

### **10.0 Award of Contract**

Following the interviews, the VSW Engineer will invite the highest rated firm to discuss and negotiate final costs and contract terms. The agreement negotiated will be presented to the City for review. If necessary, the Engineer may be asked to visit the City and review some aspects of the contract. If contract negotiations are not successful, the VSW Engineer will notify the Engineer in writing and will contact the next highest rated Engineer.

Issuance of this Request for Proposal in no way constitutes a commitment by the City of Saxman to award a contract. The City reserves the right to waive any and all formalities, or to reject any and all proposals received in response to the Request for Proposals, or to award only a portion of the proposed scope of work, or to modify the award date, or to cancel the Request for Proposals if it is in the best interest of the City to do so. The City of Saxman shall not be liable for any cost incurred by any proposer in response to this solicitation.

### **11.0 SELECTION SCHEDULE**

The winning proposal will be announced the day following presentations. Final negotiations for a contract will begin with the winner at that time. Should these contract negotiations be unsuccessful, the VSW Engineer will notify the Engineer in writing and will contact the next highest rated Engineer to negotiate a contract.

# ATTACHMENT V

## REQUEST FOR PROPOSAL For Engineering Consultant Services

### City of Saxman

## WATER STORAGE TANK CONSTRUCTION DRAWINGS AND SPECIFICATIONS

### PROPOSAL EVALUATION AND SELECTION CRITERIA

The evaluation criteria and point rating system are as follows:

- |      |  |                   |
|------|--|-------------------|
| 11.1 | Qualifications of the firm/team  | 0 - 20 points     |
|      | This will consist of the members of the selection committee reviewing the copies of the Statement of Qualifications and rating them with regard to their experience, qualifications and their overall ability to perform the required tasks. This consists of a separate review of the SOQ and rating of the statement by this selection team.   |                   |
| 11.2 | Project Plan   | 0 - 30 points     |
|      | This will consist of a review of the written proposal by the members of the selection committee. They will rate the proposal based on the following criteria:  |                   |
|      | <ul style="list-style-type: none"><li>* Understanding of RFP</li><li>* Proposed work plan, tasks (what)</li><li>* Work plan approach (how)</li><li>* Deliverables (what)</li><li>* Project Schedule (when)</li></ul>   |                   |
| 10.2 | Interview  | 0 - 40 points     |
|      | Each member of the Selection Committee will be expected to develop a list of questions and points on which they would like clarification. During the interview process, the Engineer will have the opportunity to address the full Selection Committee and provide an overview of their proposal. After this, members of the selection committee will have the opportunity to ask questions of the Engineer as necessary for further clarification. Ratings will be based on the clarity of the proposed plan and the Engineer's responses to questions that are raised. |                   |
| 10.4 | Cost of services   | 0 - 10 points     |
|      | <b>TOTAL POSSIBLE SCORE</b>  | <b>100 points</b> |

## PROFESSIONAL SERVICES CONTRACT CHECK LIST

- Contract is between the community and the consultant (VSW is not a signatory). **The VSW Engineering Supervisor reviews all contract drafts.**
- Prepare three (3) originals of the contract for distribution to the community, the consultant and the VSW Village Contract File. The community and the consultant sign and date all contract originals. Signatures and dates must be original and in ink. The last date signed is the effective date of the contract.
- Format:
  - Article I Scope of Services
  - Article II Deliverables
  - Article III Community Responsibilities
  - Article IV Administration
  - Article V Payment
  - Article VI Additional Contract Provisions
  
  - Appendix A Consultant's Proposal Including Budget
  - Appendix B General Contract Provisions
  - Appendix C Detailed List of Deliverables
  - Appendix D Consultant's Fee Schedule
  - Appendix E Consultant's Project Schedule
  - Appendix F Consultant's Proof of Insurance and Business License
- Scope of Services: Describe in general what the consultant is expected to do. Be more specific if a proposal is not included in Appendix A or if the scope of services changed significantly as a result of negotiations.
- Deliverables: Describe the products the consultant is expected to deliver, the number of copies and the delivery dates. Define who reviews draft studies, business plans or construction plans (for example: VSW, RMW, Drinking Water Programs). Define reasonable turn-around times for reviews.
- Community Responsibilities: Describe community responsibilities for logistics, field assistance, public meetings or review of draft documents.
- Administration: Include the name, address, title and phone numbers of key participants (community representative, consultant project manager and VSW representative). Describe any special responsibilities for the participants.
- Payment: For studies, design, or construction management work, the consultant should submit properly supported invoices based on time and materials (typically monthly). Include a not-to-exceed clause. Fixed fee contracts are encouraged for work that is well defined (for example, aerial mapping or platting).
- Appendices: Modify Appendix B to include references to the city or tribal government as appropriate; include VSW Engineer by name.

# MEMORANDUM

Village Safe Water

State of Alaska

555 Cordova Street, Anchorage, AK 99501

To: VSW Engineers; Administrative Staff

Date: November 14, 2002

Phone: 269-7601

From: Kurt Z. Egelhofer, P.E.      Subject: Professional Services Deliverables

## **Contract Deliverables**

The VSW Engineer describes the format of the deliverables in Article II of the contract between the community and the consultant. The required format is as follows:

**Feasibility Studies and Master Plans:** Hard copies of studies and master plans shall be bound, not inserted in a 3-ring binder. The binding can be spiral binding (preferred), a comb binding or a hard plastic binding. The studies are filed in the Historical Community Information / Permanent Files; 3-ring binders do not fit in the filing cabinets.

**Construction Plans:** Standard format for record drawings is 22"x34", printed on Mylar. Paper copies and velum are not acceptable because they deteriorate over time. Half size drawings should be 11"x17", printed on bond paper, these half-size drawings are readily copied using the photocopying equipment. Electronic versions of drawings (either on CD, zip, or diskette) are also required and are filed by community name in the permanent files.

**Operation and Maintenance Manuals:** These manuals shall be in a 3-ring binder. The 3-ring binders allow the manuals to be updated easily. Manuals are maintained in a library on bookshelves and spiral bound or comb bound manuals deteriorate over time.

## **Distribution of Studies, Master Plans and Final Reports:**

Anchorage administrative staff will be solely responsible for distributing the following:

**Feasibility Studies and Master Plans -- 12 Copies Required**

**Final Reports -- 14 Copies Required**

The number of listed copies include copies for the community (2), the VSW Engineer, the permanent file, the Juneau office, Legislators and various agencies (IHS, ANTHC and RD). If the VSW Engineer needs additional copies for the VSW office or the community, then the administrative staff needs to be informed.

# PROFESSIONAL SERVICES CONTRACT EXAMPLE

**Native Village of Clark's Point**

## **CONTRACT FOR PROFESSIONAL SERVICES**

for

**Engineering Feasibility Study**

to Address

**SOLID WASTE DISPOSAL**

and

**WATER AND SEWER SYSTEM IMPROVEMENTS**

This contract for professional services shall be between the Native Village of Clark's Point (Tribal Council) and Arctic Slope Consulting Group (Consultant).

### **WITNESS THAT:**

The contract is entered into by written proposal and the Consultant and the Tribal Council agree to undertake performance of this contract under the following terms.

This contract may be amended to increase the scope of the study, level of detail, and deliverables. Amendments shall be approved by the Tribal Council and the Consultant in advance of any changes in the scope of work.

### **ARTICLE I. Scope of Services**

The scope of services shall include the following items; testing and documentation of surface and drinking water contamination from human waste in Ekuk and Clark's Point, a Feasibility Study providing water and sewer alternatives for Old Clark's Point and water and sewer alternatives for Ekuk. The study shall provide a preferred and alternative location for a shared solid waste site between the communities. Where applicable, the study shall address each report section topic separately for each community. The study shall include the items listed in Appendix C and follow the format in Appendix A. The General contract Provisions are included in Appendix B.

### **Article II. Deliverables**

Deliverables for each item in the scope of work is summarized in Appendix C. The first set of deliverables is due February 1, 2003, and shall be submitted to the Native Villages of Ekuk and Clark's Point and VSW. The second set is due to the Native Villages of Ekuk and Clark's Point and VSW on March 31, 2003 at a community meeting in Clark's Point and Dillingham. The final report is due to VSW and to the Native Villages of Ekuk and Clark's Point on July 1, 2003.

Consultant shall provide two copies of each technical memo to VSW and two (2) copies to the Native Villages of Ekuk and Clark's Point. Consultant shall provide eight (8) copies of the final report to Village Safe Water and eight (4) copies each to the Native Villages of Ekuk and Clark's Point. Consultant shall provide digital copies of all aerial photography and maps to Village Safe Water.

# PROFESSIONAL SERVICES CONTRACT EXAMPLE

## **ARTICLE III. Tribal Council Responsibilities**

The Tribal Council shall appoint a representative to facilitate this project.

The Tribal Council shall arrange community meetings on or about December 1, 2002 and March 31, 2003.

The Tribal Council shall coordinate local workers if requested for field assistance. The Tribal Council shall arrange for rental of locally-owned snow machines and all terrain vehicles (ATVs), if requested by the consultant. The Consultant shall pay reasonable rental charges.

The Tribal Council shall review the materials provided by the Consultant and respond in a timely manner.

## **ARTICLE IV. Administration**

The Tribal Council's representative for this contract is Sharon Clark (phone number 236-1221). The Consultant's representative is Mark Sherman (phone number 339-6500). The Tribal Council's designated Village Safe Water representative for this contract is Nathan Cornilles (phone number 269-7674).

## **ARTICLE V. Payment**

Total payment for the Scope of Services described in this contract, including travel, equipment rental, and sub-contractor charges, shall not exceed \$89,943.94 unless approved through a contract amendment by the Tribal Council and the consultant.

Consultant shall also provide properly supported monthly invoices based on time and materials. A retainage of 10% of the original contract amount will be withheld until the project has been completed. Payment shall be made within 30 days of receipt and approval by the Village Safe Water representative. Consultant's Fee Schedule is included as Appendix D and Project Schedule is included as Appendix E. The Consultant's Proof of Insurance and Business License is included as Appendix F.

## **ARTICLE VI. Additional Contract Provisions**

### **Appendices:**

|            |  |
|------------|--|
| Appendix A | Consultant's Proposal & Village Safe Water RFP |
| Appendix B | General Contract Provisions                    |
| Appendix C | Deliverables                                   |
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# PROFESSIONAL SERVICES CONTRACT EXAMPLE

IN WITNESS WHEREOF, The parties hereto have affixed their signatures:

\_\_\_\_\_  
**Tribal Council President**

DATE: \_\_\_\_\_

\_\_\_\_\_  
**Consultant**

DATE: \_\_\_\_\_

# APPENDIX B -- EXAMPLE

## APPENDIX B

### Article B-1. Inspection and Reports

- A. The Council's designated representative shall have the right to inspect, in such a manner and at all reasonable times as it deems appropriate, all activities of the Engineer arising in the course of its undertakings under this Contract.
- B. The Engineer shall report his progress in such manner and at such time as the Council's designated representative may reasonably require.

### Article B-2. Saved Harmless

The Engineer shall hold and save the Council its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any negligent act or omission of the Engineer not specifically directed by the Council its duly authorized agents, or its designated representatives.

The Council shall hold harmless, defend and indemnify the Engineer from any liability, damages, or claims resulting from the execution of this project, except for Engineer's direct acts.

### Articles B-3. Equal Employment Opportunity

The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The Engineer will take affirmative action to insure that employees are treated equally during employment without regard to their race, color, religion, national origin, ancestry, age, or sex.

### Articles B-4. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Commissioner of the Alaska Department of Environmental Conservation (hereafter called the Commissioner), who shall reduce his decision to writing and mail or otherwise furnish a copy to the Engineer. The decision of the Commissioner or his duly authorized representative shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Engineer mails or otherwise furnished to the Commissioner a written appeal. Upon receipt of the appeal, the dispute may be settled by arbitration.

The Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in the paragraph above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative or board on a question of law.

### Article B-5. Termination

The obligation to provide further services under this Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, work already performed or in progress shall be paid for on an hourly basis as specified in this Contract.

## APPENDIX B -- EXAMPLE

### **Article B-6. No Assignment**

The Engineer shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid him hereunder, nor shall any part of the work done or material furnished under said Contract be sublet, except with the written consent of the Council representative, or otherwise set forth in the Engineer's Proposal.

### **Article B-7. No Additional Work**

No claim for additional services, not specifically herein provided, done or furnished by the Engineer, will be allowed, nor shall the Engineer do any work or furnish any material not covered by the contract, unless such work is ordered in writing by the Council designated representative.

### **Article B-8. Independent Engineer**

The Engineer, and any agents and employees of the Engineer, shall act in an independent capacity and not as officers of employees or agents of the Council in the performance of this Contract. The Council will hire certain employees, equipment, etc., for performance of the work in addition to the Engineer and employees.

### **Article B-9. Availability of Appropriation**

This Agreement is subject to the availability of Village Safe Water funds under AS 46.07, or other state or federal funds administered by Village Safe Water.

### **Article B-10. Requirement for Alaska Business License**

It is understood and agreed that if an Alaska Business License is required under Alaska Statutes 43.70, the Engineer is now in possession of same or in the event he does not now have a license, he will apply for same to the Department of Community and Economic Development, P.O. Box 110806, Juneau, Alaska 99811-0806 within 30 days following the effective date of this Contract.

### **Article B-11. Payment of Taxes**

As a condition of performance of this Contract, the Engineer shall pay all Federal, State, and local taxes incurred by the Engineer, subcontractors or the person or persons in the performance of this Contract, and the Council may require proof of payment of these taxes as a condition precedent to payment by the Council under this Contract.

### **Article B-12. Ownership of Documents**

All field notes and reproducible Contract documents will be retained by the Council at the completion of the project.

### **Article B-13. Professional Standards**

The Engineer shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the State of Alaska for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Contract.

### **Article B-14. Legal Expenses**

In the event legal action is brought by Council or Engineer against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

### **Article B-15. City's Designated Representative**

For the purpose of this Contract, the Council's Designated Representative is Nathan Cornilles of the Alaska Department of Environmental Conservation, Village Safe Water Engineer.