

STATE OF ALASKA REQUEST FOR PROPOSALS



511 TRAVELER INFORMATION SYSTEM (TIS)

RFP 2520H004

Issued July 16, 2019

This RFP is intended to result in the award of a contract for the design, development, deployment and maintenance of a TIS.

ISSUED BY:

Department of Transportation & Public Facilities
Information Systems and Services Division (ISSD)

PRIMARY CONTACT:

Chris Hunt
Procurement Officer
chris.hunt@alaska.gov
(907) 465-8448

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 subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Transportation & Public Facilities (ADOT&PF), Division of Information Systems and Services Division (ISSD), is soliciting proposals for the design, development, deployment, maintenance and operations of a new Alaska 511 Traveler Information System (TIS).

It is the intent of the state to award one (1) contract in response to this solicitation.

SEC. 1.02 BUDGET

The Alaska Department of Transportation & Public Facilities (ADOT&PF), Division of Information Systems and Services Division (ISSD), estimates a budget of approximately \$900,000.00 for completion of task 1 through Task 5 and a total not to exceed budget for the entire contract of \$10,000,000.00. Proposals priced at more than \$900,000.00 for completion of Task 1 through Task 5 and \$10,000,000.00 for the entire contract will be considered non-responsive.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Time on August 7, 2019. Emailed, faxed or oral proposals will not be accepted.

SEC. 1.04 PRIOR EXPERIENCE

In order to be considered responsive offerors must demonstrate through inclusion of personnel resumes the following minimum prior experience requirements are met or exceeded by proposed personnel.

- A minimum of five (5) years prior experience working with ITS (Intelligent Transportation System) technology
- A minimum of five (5) years prior experience in software, database and web application integration
- Minimum 3 years' experience project management with Traveler Information Systems
- Minimum 3 years' experience with application and programming experience on a traveler information system
- Minimum 3 years' experience design, deploying, maintaining and operating an Interactive Voice Response (IVR) system
- Minimum 3 years' experience with successfully managing shared data on multiple platforms
- Minimum 3 years' experience successfully integrating data coming from multiple, unrelated applications
- Minimum 3 years' experience maintaining and operating a multi-platform traveler information system with less than 95% downtime

Proposals must provide a minimum of two (2) samples of work demonstrating similar traveler information software system projects either completed or ongoing by the offeror's firm. Offerors may identify a website address and must identify the client contact name and phone number for each project.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the 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 solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error,

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or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

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:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit **Six (6)** hard copies (one original & five copies) of their proposal, in writing, and **Two** CDs or thumb drives containing electronic copies of the entire proposal. **One** CD or thumb drive will contain the transmittal information and the technical proposal. **One** CD or thumb drive will contain the cost proposal. The proposal response should be addressed 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.

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

The sealed proposal package(s) must be addressed and mailed as follows:

Department of Transportation & Public Facilities
Information Systems and Services Division (ISSD)
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2520H004
RFP Title: 511 Traveler Information System (TIS)

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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.

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 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;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] 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 Commissioner of the Department of Transportation & Public Facilities 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 program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

(e) FEDERAL REQUIREMENTS

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

SEC. 1.09 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. 1.10 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. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska'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 by the same number of days.

- Issue RFP July 16, 2019
- Open RFP August 7, 2019, at 2:00 PM Alaska Time
- Proposal Evaluation Committee complete evaluation by August 19, 2019
- State of Alaska issues Notice of Intent to Award a Contract August 20, 2019
- State of Alaska issues contract September 3, 2019
- Contract start September 3, 2019

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 & Public Facilities, 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. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation.

SEC. 1.14 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. 1.15 NEWS RELEASES

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

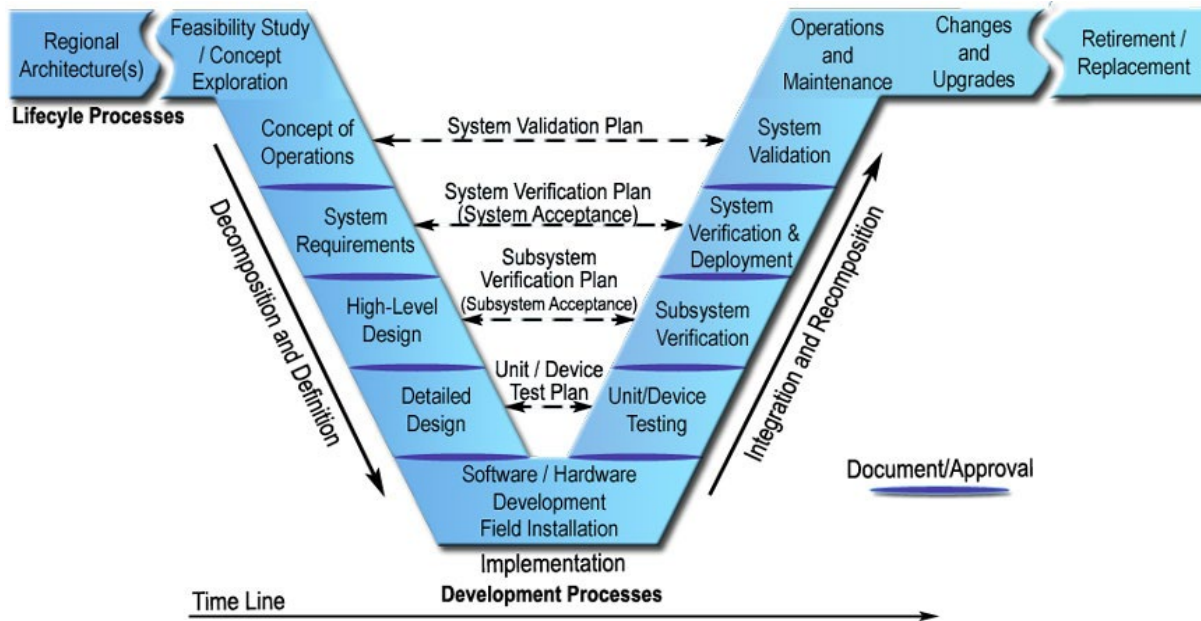
SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

511 is considered an Intelligent Transportation System (ITS) and ADOT&PF requires all ITS projects using Federal Highways funding to conform to the FHWA 23 CFR Rule 940. Therefore, this project will require a systems engineering checklist to be completed by the ADOT&PF Project Manager, and the selected contractor shall follow the Systems Engineering process. See the following website for more background information:

<https://www.fhwa.dot.gov/legregs/directives/fapg/cfr0940.htm>

ADOT&PF conforms to the Systems Engineering “V” model for most ITS applications and related projects. See Figure 1 below.



The left wing shows the regional ITS architecture, feasibility studies, and concept exploration that support initial identification and scoping of an ITS project based on regional needs. A gap follows the regional architecture step because the regional architecture is a broader product of the planning process that covers all ITS projects in the region. The following steps in the “V” are for a specific ITS project. The central core of the “V” shows the project definition, implementation, and verification processes. The right wing shows the operations and maintenance, changes and upgrades, and ultimate retirement of the system. The wings are a key addition to the model since it is important to consider the entire life cycle during project development. For more information on the FHWA “V” model, see website:

<http://www.ops.fhwa.dot.gov/publications/seitsguide/index.htm>

FHWA defines systems engineering as “an interdisciplinary approach and means to enable the realization of successful systems. It focuses on defining customer needs and required functionality early in the development cycle, documenting requirements, then, proceeding with design synthesis and system validation while considering the complete problem. Systems engineering integrates all the disciplines and specialty groups into a team effort forming a structured development process that proceeds from concept to production to operation. Systems engineering considers both the business and the technical needs of all customers with the goal of providing a quality product that meets the user needs.”

511 Traveler Information System (TIS)

In 2008, ADOT&PF developed a Concept of Operations and System Requirements for a statewide traveler information system. These documents were used to procure a traveler information system. Since 2008, ADOT&PF has updated the System Requirements to reflect changing requirements and trends in the industry but has not formally updated the Concept of Operations document. The most recent version of the requirements is attached to this RFP.

SEC. 2.02 OVERVIEW OF ALASKA’S TRAVELER INFORMATION SYSTEM

The Alaska Traveler Information System is statewide and consists of five primary components:

- **511 Entry Tool**
The 511 entry tool is a web application used by authorized personnel statewide. The tool is accessed using authentication (login credentials) for entering and updating event and condition information (e.g. driving conditions, roadwork, incidents, floodgates, and other events). The 511 entry tool is the primary source of information for the 511 website, smartphone apps, social media, and the 511 (IVR) highway reports phone system.
- **511 Traveler Information Website**
ADOT&PF operates a 511 website (511.alaska.gov) and social media accounts. The primary source for the website is the 511 entry tool, supplemented with external data sources such as National Weather Service (NWS) data, traffic and Road Weather Information System (RWIS) camera images, and local law enforcement agency Nixle feeds.
- **511 Traveler Information Mobile Applications**
ADOT&PF operates a smartphone application available for iOS and Android platforms. The primary source for the mobile applications is the 511 entry tool, supplemented with external data sources such as National Weather Service (NWS) data, traffic and RWIS camera images, and local law enforcement agency Nixle feeds.
- **Phone: 511 Highway Reports IVR**
The 511 Highway Reports IVR allows the public to dial one common phone number (511) from within the state (or toll-free outside Alaska, 866-282-7577) to request and receive verbal announcements about highway events and conditions. The primary source of information for this IVR is the 511 Entry Tool, supplemented with external data sources.
- **Phone: Alaska Marine Highway System (AMHS) IVR**
The AMHS is Alaska’s ferry system. The AMHS IVR enables travelers to call and get current ferry schedule information, arrivals and departure times and provides transfers to ferry terminals and an AMHS reservations agent. The primary source of information for this IVR is the AMHS schedule. This IVR is not connected to the 511 system. However, people can dial 511 and choose to transfer to the AMHS IVR.

ADOT&PF is procuring a new traveler information system to include the components identified above. Please note that ADOT&PF now defines the above systems as five systems for purposes of this solicitation. The 511 Highway Reports IVR and the AMHS IVR are separated into two systems, as described in the Scope of Work in the next section.

CONSTRAINTS

Mapping Attributes. The 511 Entry Tool, 511 Website, and 511 Mobile Applications will require the map display of events that are stored in the Entry Tool. The map display of events and conditions stored in the Entry Tool will

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require the use of geolocation descriptions of roadway features. The features used to define the 511 events starting/ending points are currently managed as point and line event feature classes in ADOT&PF's ESRI Roads and Highways geodatabase. ADOT&PF's ESRI Spatial Geodatabase needs to continue as the source for roadway features. ADOT&PF's preferred method for the contractor to access the data in the geodatabase is via a GIS web service.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK AND DELIVERABLES

TASK 1: PROJECT MANAGEMENT

The contractor shall provide Project Management throughout the duration of the project. Project Management efforts shall include bi-weekly status reports and updates, meeting arrangements, and the maintenance of a project schedule indicating project milestones and any delays. The contractor shall develop and maintain a risk management plan to track project risks. The contractor's Project Manager shall be available for status updates and conference calls with the AK 511 Project Manager throughout the duration of the project.

As part of the Project Management task, the contractor shall develop and maintain throughout the project a Change Management Plan. The intent of the Change Management Plan shall be to document any agreed changes and the impact of agreed changes on budget and timeline for the project. The contractor shall submit the most current Change Management Plan to ADOT&PF along with each bi-weekly Project Status Report.

Offerors shall describe within their proposal the details of the methodology they plan to use to efficiently and successfully manage this project.

TASK 1 DELIVERABLES:

- 1-1: Monthly Project Management (includes bi-weekly status calls and status report and all meeting participation)
- 1-2: Change Management Plan
- 1-3: Updated Design Documents throughout project lifecycle

TASK 2: PRELIMINARY DESIGN – SYSTEMS VIEW

The contractor shall prepare a preliminary design document. This document should include the content that is typically in a section of the Concept of Operations titled 'Systems View'. The intent of the preliminary design is to describe the five major components of the Alaska 511 System:

1. 511 Entry Tool (as described in the requirements, the Entry Tool will include both a browser-based website and a more limited mobile application (App),
2. The 511 Traveler Information Website that is responsive,
3. The 511 Traveler Information Mobile Apps,
4. The 511 Highway Reports IVR System; and
5. The AMHS Phone IVR System. (Note: Sample schedule schema for the AMHS ferry IVR is included as attachment 12)

The Preliminary Design shall describe the following elements (as a minimum):

- The location where hardware and software will be housed,
- The interconnections between systems,

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- Any involvement with third-party vendors or systems such as phone hosting providers and/or telephone companies, online map providers, 3rd party data providers (I.e, Waze, HERE, Inrix, etc.), and social media, and
- The functions and features of the various software modules.

Additionally, an appendix to the Preliminary Design shall be a Security Plan and data flow diagram for all components of the Alaska 511 TIS. Note: ADOT&PF has included an Information Technology System Security Plan template as an appendix with this RFP, and the contractor will be required to comply. Offerors shall review the requirements and describe their approach to security compliance in their proposal.

The Preliminary Design shall allow readers to visualize each aspect of the systems to be created and operated within this project.

The contractor shall attend and participate in a 1-2 day project kickoff meeting with the Alaska 511 Team in Juneau, Alaska. The purpose of the meeting shall be to step through the Requirements document attached to this RFP, allow the contractor to clarify their approach to any requirements, ask any questions, and have discussions needed to draft the Preliminary Design document. (Note: No significant changes to the requirements will be allowed after the proposal due date and time.)

Requirement – State of Alaska OIT (Office of Information Technology) Service Alignment Conference

The contractor must include project activities to reach agreement with OIT and State Program staff on OIT support services needed and identify any gaps. The contractor must work with OIT and State Program staff to develop a plan of action to address and resolve identified gaps.

As part of project kickoff activities, OIT and Program representatives will meet with the contractor's execution team for a Service Alignment Conference. The goal of this conference will be to agree on the necessary OIT services required to support the execution of the procurement, and to begin high-level planning for these services. To support this activity, the contractor will conduct a technical overview and dependencies presentation that summarizes the hosting and integration plan for the solution, along with any other anticipated dependencies on the State IT environment. Using the information in the presentation, the solicitation, the proposal, and the final contract, OIT will then produce a list of OIT service areas supporting execution of the procurement, and a list of any gaps identified by the OIT Service Alignment Conference team. Gaps identified may include services or products OIT does not support, OIT staffing resource constraints, or other gaps.

TASK 2 DELIVERABLES:

- 2-1: Participation in 1-2 day Project Kick-off Meeting (Initial Preliminary Design Discussion and Requirements Review)
- 2-2: Preliminary Design Draft Version (including Security Plan)
- 2-3: Preliminary Design Final Version (including Security Plan)
- 2-4: Final System Requirements.

TASK 3: DETAILED DESIGN

The contractor shall prepare and deliver two detailed 511 System Design Documents described as follows:

- 511 Design Document – This design document will include designs for all major components of the TIS excluding the AMHS Phone System (i.e. 511 Entry Tool, 511 Traveler Information Website, 511 Traveler Information Mobile Apps, and 511 Highway Reports IVR System); and
- AMHS Design Document – This design document will focus on the AMHS Phone IVR System.

The detailed design documents shall describe how the systems will perform to meet the requirements attached to the RFP. The contractor shall include enough detail in the design documents such that the Alaska 511 Team can visualize how the systems will work and function. For example, the detailed design documents shall include screenshots or mockups of the 511 Entry Tool Website and App, screenshots or mockups of the 511 Traveler Information Website (including the Responsive design and ability to view the website properly on mobile devices), the 511 Traveler Information Mobile Apps, the 511 Highway Reports IVR system (including call dialogs describing the callers' interactions with the system), and schematic diagrams describing the locations of hardware and software and connectivity between HW/SW and the end users.

The Detailed Design Documents are expected to include the final design approach for handling voice announcements on the 511 and AMHS IVR systems (i.e. whether concatenated speech and voice recordings are used or whether Text-to-Speech (TTS) is used). The 511 Design Document must also include details of the call routing process to route the 511 calls to the appropriate termination point for the various telephone carriers throughout the state of Alaska (e.g. Century Link, GCI, AT&T, ACS, etc.). The AMHS Design Document shall include the details for redirecting callers from the current toll-free number, 800-642-0066 to the local reservations number, 907-465-3941 (these phone numbers will not be changing).

The contractor shall prepare and submit the draft detailed design documents and participate in a meeting with the Alaska 511 Team to review the design document (either in-person or by web conference). It is anticipated the Alaska 511 Team will include a separate group to review and comment on the AMHS Design Document; therefore, two separate design review meetings should be anticipated. The contractor shall make revisions and prepare final design documents based on feedback and input from the design review meeting. At a minimum, the contractor shall plan to attend one meeting in Juneau, Alaska (possibly divided into a 511 Design Meeting and an AMHS Design Meeting). Note: design documents shall not be identified as proprietary information. ADOT&PF shall receive the design documents in a format that they can reproduce and reuse as necessary (i.e. not marked Proprietary).

In their proposal, offerors shall include their recommended approach to handling voice announcements, and also shall describe whether they can deliver both concatenated speech and TTS. As part of their proposal, Offerors shall provide access to an operational system (not demonstration) for which ADOT&PF can visit a website and call a system and hear the recommended approach (e.g. provide a phone number ADOT&PF can call to hear the sound quality of either the TTS or the concatenated speech and provide one or more sample operational traveler information websites).

TASK 3 DELIVERABLES:

- 3-1: 511 Design Documents (Draft and Final) for the 511 Entry Tool (website and app), 511 responsive website, 511 IVR, 511 mobile apps (Android and iPhone)
- 3-2: AMHS Design Document (Draft and Final) for the AMHS IVR
- 3-3: Participation in Detailed Design Review Meetings for each document

TASK 4: SYSTEM DEVELOPMENT TESTING AND VALIDATION

Development

The contractor shall develop the software and systems and procure hardware related to the Alaska 511 TIS. In their proposals, offerors should clearly describe whether the software development will involve modifications to an existing software product previously developed by the offeror, development of a new software product, or some combination of both. Offerors should also clearly describe the nature of the proposed deliverable to this task – System Development, Testing, and Validation (e.g. does the deliverable include ownership of software source code, ownership of compiled code, ownership of an operational license to operate the software, a service provision, some combination of these, or another approach).

The Alaska 511 TIS shall meet the requirements defined in the 511 Requirements Attachment #11 to this Request for Proposals. Offerors shall complete the right column of the Requirements Table, responding to each requirement with statements such as:

- ‘Understand and Agree to Deliver Requirement;
- ‘Understand and Suggest an Alternative Requirement;
- ‘Cannot deliver Requirement’
- And any supportive text.

In the proposal, offerors shall include a detailed description (including diagrams) of the proposed hardware and software to be included in the solution, including details about the ownership of the various components of the system.

The contractor shall deploy both a production system and a test system of each of the four modules (511 Entry Tool, 511 Website, 511 Mobile Apps, Phone Systems (511 highway and AMHS)) to allow ADOT&PF to test the functionality of changes to the system before they are deployed into production.

The contractor and the ADOT&PF shall conduct testing of the developed system to validate that each requirement is accomplished. This testing will allow the Alaska 511 Team to determine if the Alaska 511 System performs the features and functions to meet the requirements.

Testing

As part of Task 4, the contractor shall perform testing of all four modules of the Alaska 511 System (511 Entry Tool, 511 Website, 511 Apps, and IVR Phone Systems (511 and AMHS)) and complete a testing report for ADOT&PF.

Performance of the 511 and AMHS Phone Systems is a critical concern to the Alaska 511 Team, and therefore the contractor shall test recognition rates of each menu option throughout the call flow and determine voice recognition tuning that is needed before launch. This ‘tuning report’ shall be used by the contractor and ADOT&PF to collectively determine a plan for tuning the grammars and/or adjusting the prompts so as to improve the performance of the voice recognition.

The contractor shall perform modifications and fine-tuning to address any requirements that are not met and/or feedback gained by the tuning report, and based on any final feedback of the Alaska 511 Team, prior to final acceptance of the 511 and AMHS Phone Systems.

511 Traveler Information System (TIS)

Specific to the 511 Website and 511 Entry Tool, the contractor shall test each function of both systems in the browsers specified in the System Requirements contained in the Attachment to this RFP, and perform any needed adjustments.

This task shall be considered complete when the Alaska 511 Team successfully tests each requirement and confirms that the system meets each requirement.

In addition, as part of Task 4, the contractor shall perform two additional testing and tunings of both 511 Phone System IVRs to ensure that the grammars and prompts are appropriate. - One additional tuning shall be performed at the start of the second year of the contract, and the second additional tuning shall occur at the start of the third year of the contract. The contractor shall assess the system, prepare a tuning report, and implement needed changes as agreed with ADOT&PF following analysis of the report.

TASK 4 DELIVERABLES:

- 4-1: Alaska 511 System (511 Entry Tool (website and app), 511 Website, Mobile Apps, 511 Phone System) Hardware and Software developed, assembled, configured, and deployed
- 4-2: AMHS Phone System developed, assembled, configured, and deployed
- 4-3: Validation of 511 Phone System functionality (live system and test system)
- 4-4: Validation of AMHS Phone System functionality (live system and test system)
- 4-5: Validation of 511 Website functionality (live system and test system)
- 4-6: Validation of 511 Entry Tool functionality (live system and test system)
- 4-7: 511 and AMHS Phone System Tuning Report #1 (before launch)
- 4-8: Revised 511 and AMHS Phone System Incorporating Feedback of Tuning Report
- 4-9: Final 511 and AMHS Phone System Demonstration (before launch)
- 4-10: 511 and AMHS Phone System Tuning Report and deployment of agreed changes at start of Year 2
- 4-11: 511 and AMHS Phone System Tuning Report and deployment of agreed changes at start of Year 3

TASK 5: SYSTEM LAUNCH

The contractor shall perform a system launch of the hardware and software modules developed during Task 4. The system launch shall include testing of the systems in both test and production environments, with all systems and data feeds interacting with each other.

It is required that all 511 traveler information platforms be deployed concurrently.

A User Manual and Quick Guide will be developed for the 511 Entry Tool. The documents developed as part of the User Manual and Quick Guide will also be used as the training materials in Task 6 for Entry Tool Training. The User Manual will document each feature of the entry tool system including the Administration and

Reporting features. The Quick Guide will only provide instructions on how to enter each of the different events. Users will be able to download the documents as a PDF from within the 511 Entry Tool.

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The contractor will be responsible for working with the appropriate telecommunication providers on the Responsible Organization process or to re-route the current 10 digit 511 and AMHS telephone numbers to work with the new Phone Systems. Offerors shall describe their approach for a seamless transition with no downtime or “dropped” calls. Offerors shall include any costs associated with performing the transition in their Cost Proposal.

TASK 5 DELIVERABLES:

- 5-1: 511 Website - deployment and implementation
- 5-2a: 511 Entry Tool - deployment and implementation
- 5-2b: 511 Entry Tool – User Manual, Quick Guide and Training Materials
- 5-3: 511 Android / iOS App - deployment and implementation
- 5-4: 511 Highway Reports IVR - deployment and implementation
- 5-5: AMHS IVR - deployment and implementation
- 5-6: System installation, configuration, and administration guide

TASK 6: TRAINING

The contractor shall use the training materials developed in Task 5 for the 511 Entry Tool. The training materials shall be available to ADOT&PF as either a PDF or MS Word documents that ADOT&PF has the rights to edit/modify/update without seeking the approval of the contractor. Typically, training should be limited to no more than four hours for each session. In each location, in-person training will be arranged and coordinated by ADOT&PF and use a computer lab hosted by the State of Alaska.

Before going live with the new system, onsite training will be held in five locations:

- Anchorage
- Juneau
- Wasilla / Palmer
- Fairbanks
- Soldotna/Kenai

Training via the web will also be offered for authorized users who live in remote locations and cannot travel, or for those who are not able to attend the scheduled onsite training. The selected contractor will work with ADOT&PF on developing the training schedule.

After the first year, it is at the discretion of ADOT&PF as to whether onsite training is needed, or it could be that only one or two locations need onsite training.

Annual training via the web is required with two identical offerings at different times to accommodate the varied schedules of 511 users. Typically, web training is held at a duration of no more than 3 hours.

Travel should not be included in the cost proposal as it is reimbursed at the State of Alaska approved travel rates as identified in section 3.07 of this RFP.

TASK 6 DELIVERABLES:

- 6-1: Onsite and web training – first year training conducted in five cities and two web sessions
- 6-2: Web training – for year 2 and on, two identical offerings at two different times conducted annually
- 6-3: Onsite Training – for year 2 and on, training scheduled on an as-needed basis

TASK 7: ONGOING HOSTING, OPERATIONS, PERFORMANCE MONITORING, AND USE MONITORING

Operations and Monitoring

The contractor shall host, maintain, operate and monitor all five platforms of the Alaska 511 TIS.

Quality checking and performance monitoring will be done by the selected contractor on a continual basis to ensure the systems are performing as designed at all times. This is necessary to successfully operate the 511 Entry Tool, 511 Website, and Apps, and to answer and handle incoming 511 and AMHS phone calls and transfers.

The contractor shall monitor performance metrics of the 511 and AMHS Phone System (e.g. detect any system outages and reset as soon as possible, report percent up-time, report number of dropped calls as outlined in contractor’s Risk Management Plan). The contractor shall monitor usage of the system (e.g. call volumes, menus selected, highways selected, call transfers performed, and duration of calls) as described in the requirements.

The contractor shall provide a way for ADOT&PF staff to report trouble to the selected contractor either via phone, email or by logging into a web application or support ticket system.

If there is an outage or reported downtime, the contractor will be responsible for providing a report to ADOT&PF within 24 hours documenting the cause of the outage and what was (or will be) done to remediate it.

The contractor must maintain and keep operational a reporting website where ADOT&PF can query monthly or annual performance metrics on the usage statistics of all publicly available 511 and AMHS systems: website, Apps, and both IVRs. A third-party solution, such as Google Analytics or iTunes Connect, is also an acceptable solution for running monthly performance statistics and usage reports. ADOT&PF is currently testing a new analytics system which, if adopted, the selected vendor may be required to use. This will be addressed during the design phase.

The contractor is also responsible for configuring software, monitoring software performance, restarting/resetting software that is not functioning, and generating reports from software.

In their proposal, offerors shall describe the proposed approach to operations and maintenance of the systems, including support for system outages (during both business hours and non-business hours).

In their proposal, offerors shall describe their approach to performance monitoring and reporting.

In their proposal, offerors shall describe their approach to fixing bugs, and how they will respond to reports of trouble with the system and their response time.

Hosting

ADOT&PF requires a vendor-hosted Traveler Information System for all of the 511 and AMHS platforms: the 511 Entry Tool, website, mobile applications, and both IVR’s.

In their proposal, offerors shall provide a description of the proposed hosting facility(ies) including location and a summary of the facility(ies). Offerors shall describe whether the hosting facility(ies) is owned and operated by the offeror or is a third-party hosting facility subcontracted by the offeror.

Any hosting facilities used in the delivery of this project must be located within the United States.

In their proposal, offerors shall describe their approach to hosting and provide a cost estimate using the cost estimate form provided.

Map Feature Upgrades

The map layers depicted in the 511 application are based upon real-world features that are periodically added to, updated, or replaced. For example, a new road built to provide access to an under-served or undeveloped area, an existing road realigned to meet modern safety standards, or an at-grade intersection replaced with a grade-separated interchange complex to increase traffic throughput. To keep pace with changes to the real-world infrastructure, ADOT&PF needs a 511 system in which the core map layers may be quickly, efficiently, and cost-effectively updated.

The proposed system must support both infrequent ad-hoc updates to address time-sensitive needs as well as regularly scheduled application updates.

In their proposal, offerors are asked to describe their approach to add to, update, or replace the core map layers in the 511 system.

Additionally, offerors shall describe their approach towards both the scheduling and costs associated with enhancements and upgrades. The types of enhancements anticipated include:

- Upload of a partial update to the map data (e.g. after 1-2 roads have been added or edited in the ADOT&PF ESRI Geodatabase). In their proposal, offerors shall describe what is involved for the offeror to include new roads or refresh existing roads in the 511 Entry Tool, website, and apps.
- A full refresh to the map data (e.g. as ADOT&PF completes a full refresh of the ESRI Geodatabase) responders to this RFP are asked to describe what is involved for the vendor to extract the updated data (typically these are minor position corrections, however new roads or intersections are possible) and include this refresh in the 511 Entry Tool, website, and apps. In their proposal, offerors shall describe what is involved for the offeror to accomplish a full refresh of the map data.
- Display features for the website display (e.g. changes to icons that are used on the map). In their proposal, offerors shall describe their approach in other operational deployments to update or change display aspects of the public website.

The map display of events and conditions stored in the Entry Tool will require the use of geolocation descriptions of roadway features. The features used to define the 511 events starting/ending points are currently managed as point and line event feature classes in ADOT&PF’s ESRI Roads and Highways geodatabase. ADOT&PF’s ESRI Spatial Geodatabase needs to continue as the source for roadway features. ADOT&PF’s preferred method for the contractor to access the data in the geodatabase is via a GIS web service.

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TASK 7 DELIVERABLES:

- 7-1: Maintain and operate the five major components of the Alaska 511 System (511 Entry Tool, the 511 Website, the 511 Traveler Information Mobile Apps, the 511 Phone System, and the AMHS Phone System) with an uptime rate of 99.8% or better. Technical support staff available 24x7, 365 days a year.
- 7-2: Perform regular quality checks on the 511 website, entry tool, apps and IVRs to ensure systems are performing as they were designed to operate.
- 7-3: Technical support ticket or trouble reporting system documented.
- 7-4 Usage statistics and performance report data available and operational
- 7-5: Map Feature Upgrades (estimate 3 per year).

TASK 8: CONDUCT SURVEYS OF USERS

In Task 8, the contractor will provide an avenue for posting surveys asking for feedback and input from users of the 511 website, apps, and both of the IVRs. ADOT&PF would like the option to either create a survey on SurveyMonkey.com, send an MS Word file to the contractor containing the questions to be asked, or post a link to the survey.

The contractor can implement the survey (i.e. recording any voice recordings if on one of the IVRs, and performing any modifications to the system such that a sampling of callers are asked to complete the survey during their call).

The contractor shall then collect and assemble the survey responses and deliver them in a useable format to ADOT&PF. In their proposals, offerors shall describe their approach to executing surveys using either SMS/text based surveys, website or phone, and include a price to complete each survey. ADOT&PF estimates the number of surveys to be conducted (i.e. the number of times Task 8 is completed) to be once or twice a year.

TASK 8 DELIVERABLES:

- 8-1: Preview of draft survey operational on test 511 System for review.
- 8-2: Execution of survey.
- 8-3: Report of survey findings.

TASK 9: AS-NEEDED ENHANCEMENTS

As-needed work for change orders or new features, beyond what is requested in this solicitation, will be performed under Task 9. ADOT&PF will submit a request to the contractor outlining the desired scope for the enhancement, and the contractor will provide a written cost estimate and scope of work. Once the cost estimate and scope are approved by ADOT&PF, a contract amendment will be requested and processed before the work can proceed.

Examples of possible enhancements could include, but is not limited to:

Integration of Maintenance Decision Support System (MDSS) data to the 511 Systems – The MDSS collects and includes road weather condition reports and predictions. ADOT&PF may integrate this data to automatically

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create or add to events in the 511 Entry Tool describing road conditions and minimizing the need for operator input. MDSS data would automatically display on the 511 system.

Track a Plow Feature – A number of other states have integrated onboard sensors that track the location and activities of snow plows. ADOT&PF may wish to integrate such data into the 511 Website and Mobile Applications to enable 511 users to view the location and activities (e.g. sanding, plowing, etc.) of snow plows.

Vehicle Dash Cams – ADOT&PF may wish to add dash cams to the 511 system to allow 511 users to see the road ahead from the maintenance vehicle.

TASK 9 DELIVERABLES:

9-1: Enhancement Design

9-2: Enhancement Testing and Acceptance

9-3: Enhancement Deployment and Implementation

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately September 3, 2019 for approximately three (3) years, through June 30, 2022, with five (5) one-year renewal options through June 30, 2027.

Unless otherwise provided in this RFP, the State and the successful offeror/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 30-days before the desired date of cancellation.

SEC. 3.03 CONTRACT TYPE

This is a firm fixed price contract with adjustments.

SEC. 3.04 COST ADJUSTMENTS

Consumer Price Index (CPI):

The CPI will only apply to the Task 1 Project Management monthly cost and the established contracted hourly rates proposed on the Personnel List & Fixed Rates Sheet for Task 9 and if applicable any additional job classes and hourly billing rates will remain firm through June 30, 2022.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, CPI-All Urban Consumers, All Items, Urban Alaska Area. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June 2020; and each January through June six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments based on work performed during the previous month.

SEC. 3.06 INVOICING

Each billing must reference the contract number, and consist of an invoice broken out by task number and will provide the percentage of to date completion for the task(s) invoiced. If reimbursements are requested as part of the invoice for travel costs, actual receipts/ paid invoices must accompany the contractor's invoice.

Reimbursements for travel costs must meet the requirements and criteria set out in Section 3.07 Compensation to be deemed eligible for payment. Reimbursement requests that do not meet the requirements and criteria will not be approved for payment.

No payment will be made until the Service Report and invoice has been approved by ISSD.

SEC. 3.07 COMPENSATION

The contractor shall be compensated under the following:

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For Task 1-8: The contractor shall invoice the state on a monthly basis, based on a work or services performed during the previous month.

For Task 9: The contractor will be compensated based upon the ADOT&PF approved written cost estimate and scope of work the contractor submits in response to a request for As-needed work for change orders or new features.

The Cost Proposal Form, Personnel List & Fixed Rates Section and, if applicable, any additional job classes and hourly billing rates proposed in the cost proposal will be the established contracted hourly rates and incorporated in to the contract.

Any change of the approved staff or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

The state shall reimburse the contractor for Travel Expenses. All indirect costs must be approved in writing and in advance by the Project Director.

TRAVEL EXPENSE REIMBURSEMENT

Travel Expenses, shall be reimbursed in accordance with the *Alaska Administrative Manual 60* (AAM 60).

The State will reimburse the Contractor’s actual receipted 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 or less make and model as opposed to premium options
- All travel costs must be shown as separate line items on the invoice
- Actual receipts must be provided with invoice for all travel expenses

Any travel must comply to the greatest possible extent with the following State of Alaska Travel policies (AAM 60 Travel.pdf) located at: <http://doa.alaska.gov/dof/manuals/aam>

All Travel reimbursement must be preapproved in writing by ISSD.

No other costs will be allowed under this contract.

SEC. 3.08 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation & Public Facilities 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.

SEC. 3.09 LOCATION OF WORK

The work is to be performed at the contractor’s place of business and on site at the Alaska Department of Transportation and Public Facilities (ADOT&PF). Some deliverables require the contractor to perform work onsite at the State of Alaska Department of Transportation and Public Facilities locations in either Juneau, Anchorage, Fairbanks, Wasilla / Palmer or Soldotna / Kenai. Only for work required to be completed on site at

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ADOT&PF locations will the State will provide workspace for the contractor. All other work under this contract shall be completed at the contractor’s place of business.

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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

SEC. 3.11 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. 3.12 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. 3.13 CONTRACT PERSONNEL

Only staff submitted on the Personnel List & Fixed Rates, and additional job classes and hourly billing rates in the cost proposal and approved by the project director may be proposed for work in support of this contract. Any

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change of the approved staff or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 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 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. 3.15 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 project director 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 & Public Facilities or the Commissioner's designee.

SEC. 3.16 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project director 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 of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in Section 8. ATTACHMENTS.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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.

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.

Proposal Transmittal <<< SECTION A >>>

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, ADOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

1. Required proposal copies: Offerors must submit Six (6) hard copies (one original & five copies) of their proposal, in writing, and TWO CDs or thumb drives containing electronic copies of the entire proposal. One CD or thumb drive will contain the transmittal information and the technical proposal. One CD or thumb drive will contain the cost proposal. The proposal response should be addressed 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. Emailed, faxed or oral proposals **will not be accepted.**

2. Proposal Submittal Letter: Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- Authorized signature (Section 1.08 (a))
- Offeror's Certification A-H (Section 1. 08 (b))
- Vendor Tax ID proof OR Vendor Tax ID number (Section 1. 08 (c))
- Conflict of Interest Disclosure (Section 1. 08 (d))
- Federal Requirements (Section 1. 08 (e))
- Subcontractors Information <if applicable> (Section 3.10)
- Review Insurance Requirements (Section 3.16)
- Valid Alaska Business License Proof (Section 6.02)
- Review & Agree to Standard Contract Provisions (Section 7.01)
- Disclosure of Proposal Contents <if applicable> Section 7.09

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- **NOTE:** Offeror’s shall **not** include a disclaimer on all of the proposal pages. If the offeror’s proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
- The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- Buy America Certificate of Compliance (FHWA): The Buy America Certificate of Compliance (FHWA) must be completed and signed and be included in the Proposal Transmittal Section (Attachment #3).
- Standard Agreement Form: The Standard Agreement Form must be signed and be included in the Proposal Transmittal Section. (Section 7.01) (Attachment #5).
- RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #10).
- AK 511 Requirements Completed and included (Attachment #11)
- RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].

Proposal [Technical Component] <<< SECTION B>>>

- Title Page
- Table of Contents
- Prior Experience Evidence (Section 1.04)
- Understanding of the Project (Section 4.03)
- Methodology and Management Plan for the Project (Section 4.04)
- Experience and Qualifications (Section 4.05)

Overall Technical Proposal Contents: The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the Project, 4.04 Methodology and Management Plan for the Project, and Section 4.05 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- Section 1.04 – Prior Experience / Resumes and a minimum of two (2) samples of work
- Section 4.03 – Understanding of the Project
- Section 4.04 -- Methodology and Management Plan for the Project
- Section 4.05 – Experience and Qualifications

COST PROPOSAL <<< SECTION C>>>

- 1. Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.
- 2. Cost Proposal Contents:** The Cost Proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.07, Section 4.01 and Section 4.06 of this RFP.

SEC. 4.02 INTRODUCTION

See Section 4.01 PROPOSAL FORMAT AND CONTENT, Proposal Transmittal Section A Item 2 Proposal Submittal Letter for requirements. An offeror's failure to include the listed items in their proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must demonstrate a thorough understanding of the purpose and scope of the project, including the System Requirements. Offeror must identify any pertinent issues, problems, or risks and propose risk management strategies.

SEC. 4.04 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements along with appropriate workflow diagrams that demonstrate the methodology and management plan they intend to follow to accomplish all tasks in the solicitation. Offerors must describe how they will address and manage project constraints as listed in Section 2, Background. Offerors must describe the testing and validation of each task and how it will be managed. Offerors must provide how ongoing maintenance, operations and hosting of the systems will be managed throughout the life of the project. Offerors must identify the personnel who will be working on the contract, the lines of authority, and communication.

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS

Offerors must provide documentation of real world experience that demonstrate the firms expertise with ITS and traveler information systems as stipulated in Section 104. Offeror must demonstrate experience with integrating data from multiple data sources and delivering them on multiple platforms. Offerors must demonstrate experience with software, database and web application as stipulated in Section 1.04. Offerors must demonstrate experience with interactive voice response (IVR) phone systems.

SEC. 4.06 COST PROPOSAL

Offerors must complete and submit the Cost Proposal provided in the RFP. No changes or alterations to this Cost Proposal are permitted.

Only the cost proposal submitted for Tasks 1 – 9 will be evaluated. For Task 9, offerors will complete the Personnel List & Fixed Rates portion of the cost proposal. If applicable, offerors will also propose rates under the additional job classes and hourly billing rates section of the cost proposal. These costs will not be evaluated, however proposed personnel and hourly rates will become a part of the contract. All cost proposed must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit. Submit only one Cost Proposal in a separate, sealed envelope.

The cost proposal shall not include any travel costs as those costs will be reimbursed per Section 3.07 COMPENSATION of this RFP.

SEC. 4.07 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.

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (15%)

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) Does the offeror identify any pertinent issues or potential problems related to the project? If so, does the offeror propose any mitigation strategies?
- 3) Has the offeror demonstrated an understanding of the Systems Engineering Approach and the role of Systems Engineering in the project?
- 4) Has the offeror demonstrated an understanding of the attached System Requirements document?

SEC. 5.02 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the methodology and management plan address the project requirements in the RFP?
- 2) How well does the methodology and management plan illustrate the lines of authority and communication?
- 3) Is the organization of the project team clear?
- 4) How well does the proposed methodology and management plan address the ongoing maintenance, operations and hosting of the systems?
- 5) How well does the methodology and management plan address testing and validation of each task as described in the RFP?
- 6) How well does the methodology and management plan address the constraints of this project as described in the Background in Section 2? Does the offeror address integrating with the DOT&PF's geodatabase or provide alternative recommendations?
- 7) Does the offeror propose an acceptable approach for hosting the systems and address how "down time" and loss of data will be avoided?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (30%)

1) Questions regarding the personnel:

- a) Are resumes complete and do they demonstrate having the background and required experience for the individuals assigned to the project? Does the proposal demonstrate experienced staff capable of performing the work described in this RFP?
- b) Does the offeror demonstrate experience and expertise with ITS and traveler information systems

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- c) Does the offeror demonstrate experience in successfully integrating data from multiple sources and delivering them on multiple platforms?
- d) Does the offeror demonstrate they meet the required minimum prior experience as listed in section 1.04?

SEC. 5.04 CONTRACT COST (40 %)

Overall, a minimum of 40% of the total evaluation points for each lot will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.11

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. 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. 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.

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

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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

Discussions Held Must Be Accessible To prospective offerors With Disabilities. This Means that The Location Must Be Accessible.

In Addition, Signing Interpreters Or other Accommodations Must Be Provided If Required.

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.

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 3rd 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 (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal 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.

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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 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

SEC. 6.12 EXAMPLES: CONVERTING COST TO POINTS

(a) FORMULA USED TO CONVERT COST TO POINTS

Step 1

List all proposal prices.

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

Step 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 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, 40 points.

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{37.4}$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{33.7}$$

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **Section 8. ATTACHMENTS** 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. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 FEDERAL CONTRACT PROVISIONS:

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

CONTRACT FUNDING:

The funding of the resultant contract will be provided by the U.S. Federal Highways Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

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

Sec. 36.30.890. Federal Assistance

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

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure 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. 7.03 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.04 FEDERAL CONTRACT PROVISIONS

Required Contract Provisions for Federal-Aid (FHWA) Contracts, [Form #25D-55 H (2/16), pages 1-13] are attached to this document. This contract incorporates the provisions by reference, with the same force and

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effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:

The funding of the resultant contract will be provided by the U.S. Federal Highways Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

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

Sec. 36.30.890. Federal Assistance

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

2 AAC 12.730. Federal Assistance

If a procurement involves the expenditure 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. 7.05 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. 7.06 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: <http://www.state.gov/j/tip/>

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

SEC. 7.07 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 counter-offer and the proposal may be rejected.

Minor informalities that:

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- 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 to be in its best interest.

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

SEC. 7.08 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. 7.09 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.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.10 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. 7.11 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. 7.12 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. 7.13 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 7.05 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. 7.14 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.15 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Buy America Certificate of Compliance
- 4) Required Contract Provisions for Federal-Aid (FHWA) Contracts
- 5) Standard Contract Form & Appendix A
- 6) Appendix B1 Indemnity and Insurance
- 7) Notice of Intent to Award
- 8) Information Technology System Security Plan
- 9) Sample of the AMHS IVR Schedule Schema
- 10) RFP Submittal Checklist
- 11) AK 511 Requirements (**Electronic Attachment**)

ATTACHMENT #1: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2520H004

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding the Project – 15 Points

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES: _____

2) Does the offeror identify any pertinent issues or potential problems related to the project? If so, does the offeror propose any mitigation strategies?

NOTES: _____

3) Has the offeror demonstrated an understanding of the Systems Engineering Approach and the role of Systems Engineering in the project?

NOTES: _____

4) Has the offeror demonstrated an understanding of the attached System Requirements document?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.01: _____

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5.02 Methodology and Management Plan—15 Points

1) How well does the methodology and management plan address the project requirements in the RFP?

NOTES: _____

2) How well does the methodology and management plan illustrate the lines of authority and communication?

NOTES: _____

3) Is the organization of the project team clear?

NOTES: _____

4) How well does the proposed methodology and management plan address the ongoing maintenance, operations and hosting of the systems?

NOTES: _____

5) How well does the methodology and management plan address testing and validation of each task as described in the RFP?

NOTES: _____

6) How well does the methodology and management plan address the constraints of this project as described in the Background in Section 2? Does the offeror address integrating with the DOT&PF’s geodatabase or provide alternative recommendations?

NOTES: _____

7) Does the offeror propose an acceptable approach for hosting the systems and address how “down time” and loss of data will be avoided?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.02: _____

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5.03 Experience and Qualifications—30 Points

- a) Are resumes complete and do they demonstrate having the background and required experience for the individuals assigned to the project? Does the proposal demonstrate experienced staff capable of performing the work described in this RFP?

NOTES: _____

- b) Does the offeror demonstrate experience and expertise with ITS and traveler information systems?

NOTES: _____

- c) Does the offeror demonstrate experience in successfully integrating multiple data files and formats from multiple sources and delivering them on multiple platforms?

NOTES: _____

- d) Does the offeror demonstrate they meet the required minimum prior experience as listed in section 1.04?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.03: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS ABOVE: _____

5.03 Contract Cost —40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.11.

ATTACHMENT #2: COST PROPOSAL FORM

TASK 1: PROJECT MANAGEMENT

Offerors shall propose a monthly fixed cost for the Task 1 deliverables.

The monthly cost identified will be the established contract cost. This established contract cost is subject to adjustment per the conditions set forth in RFP Section 3.04.

TASK 1 Deliverables:

1-1: Monthly Project Management (includes bi-weekly status calls and status report and all meeting)

1-2: Change Management Plan

1-3: Updated Design Documents throughout project lifecycle

Monthly Cost For Task 1

\$

TASK 2: PRELIMINARY DESIGN – SYSTEMS VIEW

Offerors shall propose a fixed cost for the completion of all deliverables for Task 2. (Travel will be billed according to State of Alaska/ADOT&PF Travel Reimbursement policy and not included in this proposed

TASK 2 Deliverables:

2-1: Participation in 1-2 day Project Kick-off Meeting (Initial Preliminary Design Discussion and Requirements Review)

2-2: Preliminary Design Draft Version (including Security Plan)

2-3: Preliminary Design Final Version (including Security Plan)

2-4: Final System Requirements.

Total Cost For Task 2

\$

TASK 3: DETAILED DESIGN

Offerors shall propose a fixed cost for the completion of all deliverables for Task 3. (If applicable, Travel will be billed according to State of Alaska/ADOT&PF Travel Reimbursement policy and not included in this proposed cost).

3-1: 511 Design Documents (Draft and Final) for the 511 Entry Tool (website and app), 511 responsive website, 511 IVR, 511 mobile apps (Android and iPhone)

3-2: AMHS Design Document (Draft and Final) for the AMHS IVR

3-3: Participation in Detailed Design Review Meetings for each document

Total Cost For Task 3

\$

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TASK 4: SYSTEM DEVELOPMENT TESTING AND VALIDATION

Offerors shall propose a fixed cost for the completion of 4-1 to 4-9, and 4-10 and 4-11 individually.

4-1: Alaska 511 System (511 Entry Tool (website and app), 511 Website, Mobile Apps, 511 Phone System) Hardware and Software developed, assembled, configured, and deployed

4-2: AMHS Phone System

4-3: Validation of 511 Phone System functionality (live system and test system)

4-4 Validation of AMHS Phone System functionality (live system and test system)

4-5: Validation of 511 Website functionality (live system and test system)

4-6: Validation of 511 Entry Tool functionality (live system and test system)

4-7: 511 and AMHS Phone System Tuning Report #1 (before launch)

4-8: Revised 511 and AMHS Phone System Incorporating Feedback of Tuning Report

4-9: Final 511 and AMHS Phone System Demonstration (before launch)

Total Cost For Deliverables 4-1 through 4-9

\$

4-10: 511 and AMHS Phone System Tuning Report and deployment of agreed changes at start of Year 2

Total Cost For Deliverable 4-10

\$

4-11: 511 and AMHS Phone System Tuning Report and deployment of agreed changes at start of Year 3

Total Cost For Deliverable 4-11

\$

Total Cost For Task 4

\$

TASK 5: SYSTEM LAUNCH

Offerors shall propose a fixed cost for the completion of all deliverables for Task 5.

5-1: 511 Website - deployment and implementation

5-2a: 511 Entry Tool - deployment and implementation

5-2b: 511 Entry Tool – User Manual and Cheat Sheet Document

5-3: 511 Android / iOS App - deployment and implementation

5-4: 511 Highway Reports IVR - deployment and implementation

5-5: AMHS IVR - deployment and implementation

5-6: System installation, configuration, and administration guide

Total Cost For Task 5

\$

Grand Total Cost for Task 1 through Task 5

Monthly Cost For Task 1 \$

Total Cost For Task 2 \$

Total Cost For Task 3 \$

Total Cost For Task 4 \$

Total Cost For Task 5 \$

Grand Total Cost For Task 1 Through Task 5

\$

TASK 6: TRAINING

Offerors shall propose a fixed cost for each deliverable. For Deliverables 6-2 and 6-3, the costs shall be on an annual basis. For evaluation purposes, For Deliverables 6-2 and 6-3, offerors will multiply their annual cost by the number of years required for a total cost for the each deliverable. The annual cost identified will be the established contract cost.

6-1: Onsite and web training – first year training conducted in five cities and two web sessions

Cost Per Training Session (onsite and via web)	x 7 Trainings =	Total Cost For Deliverable 6-1
\$ <input style="width: 150px; height: 20px;" type="text"/>	x 7 Trainings =	\$ <input style="width: 150px; height: 20px;" type="text"/>

6-2: Web training – for year two and on, two identical offerings at two different times conducted annually

Annual Cost For Deliverable 6-2	x 7 Years =	Total Cost For Deliverable 6-2
\$ <input style="width: 150px; height: 20px;" type="text"/>	x 7 Years =	\$ <input style="width: 150px; height: 20px;" type="text"/>

6-3: Onsite Training – for year two and on, training scheduled on an as-needed basis

Cost Per Training Session Deliverable 6-3	x 7 Years =	Total Cost For Deliverable 6-3
\$ <input style="width: 150px; height: 20px;" type="text"/>	x 7 Years =	\$ <input style="width: 150px; height: 20px;" type="text"/>

Total Cost For Task 6

\$

TASK 7: ONGOING HOSTING, OPERATIONS, PERFORMANCE MONITORING, AND USE MONITORING

For Task 7 deliverables 7-1 through 7-4, offerors shall provide fixed annual maintenance, operations and hosting cost (511 Entry Tool, 511 Website, 511 Mobile Applications, and both IVR's). Fixed cost must include annual maintenance, operations, hosting, and performance monitoring for all hosted systems. For evaluation purposes, For Deliverables 7-1, 7-2, 7-3 and 7-4, offerors will multiply their annual cost by the number of years required for the total cost for each deliverable. The annual cost identified will be the established contract cost.

For Task 7 deliverable 7-5 offerors shall provide a fixed per upgrade cost. For evaluation purposes, For Deliverable 7-5 offerors will multiply their individual per upgrade cost by the number of upgrades for the total cost for this deliverable. The individual per upgrade cost identified will be the established contract cost. The State guarantees no minimum or maximum quantity of upgrades.

7-1: Maintain and operate the five major components of the Alaska 511 System (511 Entry Tool, the 511 Website, the 511 Traveler Information Mobile Apps, the 511 Phone System, and the AMHS Phone System) with an uptime rate of 99.8% or better. Technical support staff available 24x7, 365 days a year.

Annual Cost	x 8 Years =	Total Cost For Deliverable 7-1
\$	x 8 Years =	\$

7-2: Perform regular quality checks on the 511 website, entry tool, apps and IVRs to ensure systems are performing as they were designed to operate.

Annual Cost	x 8 Years =	Total Cost For Deliverable 7-2
\$	x 8 Years =	\$

7-3: Technical support ticket or trouble reporting system documented.

Annual Cost	x 8 Years =	Total Cost For Deliverable 7-3
\$	x 8 Years =	\$

7-4: Usage statistics and performance report data available and operational.

Annual Cost	x 8 Years =	Total Cost For Deliverable 7-4
\$	x 8 Years =	\$

7-5: Map Feature Upgrades (estimates 3 upgrades per year).

Individual Upgrade Cost	x 24 Upgrades =	Total Cost For Deliverable 7-5
\$	x 24 Upgrades =	\$

Total Cost For Task 7

\$

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TASK 8: CONDUCT SURVEYS OF USERS

Offerors shall propose a fixed cost for Task 8 and shall note that the costs are valid for as many end-user surveys as ADOT&PF wishes to conduct during the life of the contract.

- 8-1: Preview of draft survey operational on test 511 System for review.
- 8-2: Execution of survey.
- 8-3: Report of survey findings.

Total Cost For Task 8

\$

TASK 9: AS-NEEDED ENHANCEMENTS

Offerors shall complete the Personnel List and Fixed Rates sheet below. Proposed rates will become the established contracted hourly rates.

The purpose of the cost formula is to provide a mechanism for offerors to submit fully loaded hourly billing rates in a manner that DOT&PF can evaluate and score cost per Section 5.04. The hourly billing rates identified will establish hourly billing rates for the resultant contract. Hourly billing rates are subject to adjustment per the conditions set forth in Section 3.04 Cost Adjustments. The State guarantees no minimum or maximum of billable hours under Task 9.

In their performance of the tasks/deliverables described in RFP Section 3.01, offerors must identify the employee and the fully loaded hourly billing rate for each applicable job class. If the offeror’s job classifications differ from those provided, the offeror must furnish a job description, the title and hourly billing rate for like position classifications.

If the offeror has multiple levels of the job classes provided, the offeror must submit each job class proposed with a job description, identify the employee, their title and the hourly billing rate. The total number of estimated hours must equal the State’s estimated number of hours for that job class.

Job Class	Employee Name	Hourly Billing Rate	Estimated Number of Hours	Extended Cost (Estimated Hours X Hourly Billing Rate)
Project Manager or Principal In Charge		\$	400	
Senior Programmer		\$	400	
Junior Programmer		\$	350	
Training Instructor		\$	50	
Web Developer		\$	250	
Administrative Support		\$	100	

Total Cost For TASK 9

\$

Grand Total Costs for Tasks 1-9

\$

(This cost will be evaluated per Section 6.07)

State of Alaska –Request for Proposal (RFP) # 2520H004

511 Traveler Information System (TIS)

Offerors shall identify other job classes: If applicable, offerors must identify below any additional job classes and hourly billing rates for each in order for these billable hourly rates to be included into the resultant contract. Additional job classes and hourly billing rates are not included in the evaluated proposed cost.

Job Class	Employee Name	Hourly Billing Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Offerors must complete and submit all portions of this fixed fee price cost proposal. Failure to do so may result in the proposal being declared non-responsive and rejected.

ATTACHMENT #3: BUY AMERICA CERTIFICATE OF COMPLIANCE



Certificate of Buy America Act Compliance
Federal-Aid Highway Contracts

PART 1:

Project Name and Number	
Supplier Company Name	
Supplied to: Contractor or Subcontractor Company Name	
Materials: Bid Item No. / Bid Item Description	Quantity
Description of Material Manufactured in United States:	

PART 2: IF MATERIAL IS NOT COMPLIANT WITH BUY AMERICA THAN FILL OUT THE TWO BOXES BELOW:

Description of foreign-made materials and the Country of Origin:
The Cost for the foreign-made materials (invoice cost for foreign manufactured products as delivered to the project including freight):

I certify under penalty of law that the steel or iron product identified on Part 1 of this form is manufactured in the United States, and complies with the requirements of 23 CFR 635.410 and Contract subsection 106-1.01, Buy America Provision. The steel or iron product identified on Part 2 of this form or an attachment is a foreign manufactured product. The term "Manufactured in the United States" is defined in Contract subsection 106-1.01, Buy America Provision. The qualification of who may make this certification is included in Contract subsection 106-1.01, Buy America Provision.

I certify that I have knowledge that submitting false statements and/or information may result in civil and criminal penalties.

Authorized Corporate Signature	Date
Printed Name	Supplier's Company Name
Position Title	

ATTACHMENT #4: REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID (FHWA) CONTRACTS



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

FHWA-1273-- Revised May 1, 2012
Supplement, Cargo Preference Act-Effective February 15, 2018

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid 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). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and 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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants/ Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and 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 \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (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.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances .

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(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) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>) which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) 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.

**SUPPLEMENT to Fonn FHWA-1273
CARGO PREFERENCE ACT REQUIREMENTS**

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

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

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

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

ATTACHMENT #5: STANDARD AGREEMENT FORM & APPENDIX A

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement 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 ■	
This contract is between the State of Alaska,			
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. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins ■, and ends ■.</p> <p>ARTICLE 4. Considerations:</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 Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of ■		Attention: Division of ■	
Mailing Address ■		Attention: ■	
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm ■			
Signature of Authorized Representative ■	Date ■		
Typed or Printed Name of Authorized Representative ■			
Title ■			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee ■	
Department/Division ■	Date ■	Date ■	
Signature of Project Director ■		Typed or Printed Name ■	
Typed or Printed Name of Project Director ■		Title ■	
Title ■			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 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 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, 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.

Article 6. 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 Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional 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 Project Director and approved by the Agency Head.

Article 8. 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.

Article 9. 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.

511 Traveler Information System (TIS)

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. 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.

Article 12. 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) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. 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.

Article 16. 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.

ATTACHMENT #6: APPENDIX B1 INDEMNITY AND INSURANCE

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. 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.

Article 2. Insurance

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

2.1 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.

2.2 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.

2.3 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.

ATTACHMENT # 7: NOTICE OF INTENT TO AWARD



Department of Administration
 Division of General Services
 Seventh Floor - State Office Bldg.
 333 Willoughby Street
 P.O. Box 110210
 Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED: TBD

RFP NO.: 2519H060

RFP DEADLINE: TBD

RFP SUBJECT: 511 Traveler Information System (TIS)

CONTRACTING OFFICER: Chris Hunt **SIGNATURE:** _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. 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 here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Responsive Yes or No	Award	Total Score	<u>Offerors</u>
			Company Name #1
			Company Name #2
			Company Name #3

LEGEND: @ -- MOST ADVANTAGEOUS
 Y -- RESPONSIVE PROPOSAL
 N -- NON-RESPONSIVE PROPOSAL

SUMMARY

ATTACHMENT #8: INFORMATION TECHNOLOGY SYSTEM SECURITY PLAN

RFP 2519S060 – Appendix

System Security Plan Template – For Review Purposes only



Information Technology System Security Plan

for General Support Systems¹

*Alaska 511 Traveler Information
System
for ADOT&PF*

**State of Alaska
State Security Office
Enterprise Technology Services**

¹A general support system is an interconnected set of information resources under the same direct management control that shares common functionality. A general support system normally includes hardware, software, information, data, applications, communications, facilities, and people and provides support for a variety of users and/or applications.

Revision Sheet

Release No.	Date	Revision Description
Rev. 0	1/5/2015	System Security and Privacy Plan Template and Checklist
Rev. 1	1/7/2015	Various updates for readability and presentation
Rev. 2	1/9/2015	Various edit for reference



**General Support System Security Plan
 Authorization Memorandum for**

System name

The proposed and current settings and security for the system / application have been documented in an appropriate security plan.

The majority of risks to this system/application have been documented, mitigated, and accepted in the system security plan. The following risks have not been mitigated to a reasonable and appropriate level as determined by an Information Security Officer.

-
-
-
-

By signing below, I understand and accept the aforementioned risks to the Division/Department and authorize the system / application to production.

<i>Date</i>	<i>Printed Name of System Owner (Division Director)</i>	<i>Signature</i>
<i>Date</i>	<i>Printed Name of IT Manager</i>	<i>Signature</i>
<i>Date</i>	<i>Print Name of Information Security Officer CSO / SO</i>	<i>Signature</i>

All three signatures are required for authorization to production. If one or more signatures are missing, the Department Commissioner or Designee can assume the risk and can authorize the system/application to be deployed to production on their signature alone.

<i>Date</i>	<i>Printed Name of Agency Head Commissioner</i>	<i>Signature</i>
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GENERAL SUPPORT SYSTEM SECURITY PLAN

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<i>2.0 MANAGEMENT CONTROLS.....</i>	<i>2-1</i>
<i>3.0 OPERATIONAL CONTROLS.....</i>	<i>3-1</i>
<i>4.0 TECHNICAL CONTROLS.....</i>	<i>4-1</i>

1.0 GENERAL INFORMATION

1.0 GENERAL INFORMATION

SYSTEM IDENTIFICATION

System Name/Title

- Unique Identifier & Name Given to the System.

Information System Categorization

- Use of a categorization methodology, such as FIPS 199 (included below) is helpful to classify the information intended to be stored in the system.

<i>Security Objective</i>	Potential Impact		
	Low	Moderate	High
Confidentiality <i>Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.</i>	The unauthorized disclosure of information could be expected to have a <i>limited</i> adverse effect on organizational operations, organizational assets or individuals	The unauthorized disclosure of information could be expected to have a <i>serious</i> adverse effect on organizational operations, organizational assets or individuals.	The unauthorized disclosure of information could be expected to have <i>severe or catastrophic</i> adverse effect on organizational operations, organization assets or individuals.
Integrity <i>Guarding against improper information modification or destruction, and includes insuring information non-repudiation and authenticity.</i>	The unauthorized modification or destruction of information could be expected to have a <i>limited</i> adverse effect on organizational operations, organizational assets, or individuals	The unauthorized modification or destruction of information could be expected to have a <i>serious</i> adverse effect on organizational operations, organizational assets, or individuals	The unauthorized modification or destruction of information could be expected to have a <i>severe or catastrophic</i> adverse effect on organizational operations, organizational assets, or individuals
Availability <i>Ensuring timely and reliable access to and use of information.</i>	The disruption of access to or use of information or an information system could be expected to have a <i>limited</i> adverse effect on organizational operations, organizational assets or individuals.	The disruption of access to or use of information or an information system could be expected to have a <i>serious</i> adverse effect on organizational operations, organizational assets or individuals.	The disruption of access to or use of information or an information system could be expected to have a <i>severe or catastrophic</i> adverse effect on organizational operations, organizational assets or individuals.

You do not have to include this table in the completed system security plan, it is provided here only as useful guidance.

Responsible Organization

- List organization responsible for the application

Information Contact(s)

- Name of person(s) knowledgeable about, or the owner of, the system. More than one point of contact may be provided.

Name:
Title:
Address:
Phone:
E-mail:

Assignment of Security Responsibility

- Name of person responsible for security of the system. More than one point of contact may be provided.

Name:
Title:
Address:
Phone:
E-mail:

System Operational Status

If more than one status is selected, list which part of the system is covered under each status.

- Operational
- Under Development
- Undergoing a major modification

General Description/Purpose

- Describe the function or purpose of the system and the information processed.
- Describe the processing flow of the application from system input to system output.
- List user organizations (internal & external) and type of data and processing provided.
- List all applications supported by the general support system. For each supported application, describe the functions and information processed.

System Environment

- Provide a general description of the technical system. Include any environmental or technical factors that raise special security concerns (dial-up lines, open network, etc.).
- Describe the primary computing platform(s) used and a description of the principal system components, including hardware, software, and communications resources.
- List any security software protecting the system and information.

System Interconnection/Information Sharing

- List interconnected systems and system identifiers (if appropriate).
- Provide the system name, organization, system type (major application or general support system).
- Indicate if there is an existing written authorization (MOUs, MOAs) on file, data of agreement to interconnect, information categorization, and name of authorizing personnel.

1.0 General Information

System Name	Organization	Type	Agreement (MOU/MOA)	Date	Information Categorization	Auth. Official

- It is *necessary* for systems requiring written authorizations (MOUs, MOAs) that they be obtained prior to connection with such systems and/or sharing sensitive data/information. Such an agreement (MOUs, MOAs) should detail the rules of behavior maintained by the interconnecting system owners. A description of these rules should be included with the security plan or discussed narratively in this section.
- If connected to an external system which does not have a security plan, provide a short discussion of any security concerns, which need to be considered for protection.

Applicable Laws or Regulations Affecting the System

- List any laws or regulations that establish specific requirements for confidentiality, integrity, or availability of data/information in the system.

Minimum Security Controls (suggested)

- Use of guiding practice such as NIST 800-53 Rev 4 is suggested to help system owner understand the recommended baseline of security controls needed as informed by the information system categorization. Low-impact, Medium/Moderate-impact, and High-impact baselines are prescriptive when determining the minimum set of security controls for a system.
- Security controls such as those suggested in the security control catalog of NIST SP 800-53 Rev 4, Appendix F, (<http://dx.doi.org/10.6028/NIST.SP.800-53r4>) have a well-defined organization and structure. Organized into classes and families for ease of use in the control selection and specification process; There are three general classes of security controls (i.e., management, operational, and technical). Each family contains security controls related to the security function of the family. A standardized, two-character identifier is assigned to uniquely identify each control family. The table below summarizes the classes and families in the security control catalog and the associated family identifiers.

CLASS	FAMILY	IDENTIFIER
Management	Risk Assessment	RA
Management	Planning	PL
Management	System and Services Acquisition	SA
Management	Certification, Accreditation, and Security Assessments	CA
Operational	Personnel Security	PS
Operational	Physical and Environmental Protection	PE
Operational	Contingency Planning	CP

Operational	Configuration Management	CM
Operational	Maintenance	MA
Operational	System and Information Integrity	SI
Operational	Media Protection	MP
Operational	Incident Response	IR
Operational	Awareness and Training	AT
Technical	Identification and Authentication	IA
Technical	Access Control	AC
Technical	Audit and Accountability	AU
Technical	System and Communications Protection	SC

Conclusion of Section 1 – General Information

The remainder of this system security plan template is meant to be an assist for the system owner in documenting Management, Operational and Technical controls which will be utilized in securing the system. Guiding text on the following pages of this template are suggestive and are not meant to be exhaustive, complete, or always applicable to each system. Only the informed system owner, with intimate business and organizational process asset knowledge and known state and federal applicable statutes, laws, and requirements can be expected to create a truly meaningful document.

2.0 MANAGEMENT CONTROLS

2.0 MANAGEMENT CONTROLS

Risk Assessment and Management

- Describe the risk assessment methodology used to identify the threats and vulnerabilities of the system. Include the date the review was conducted. If there is no system risk assessment, include a milestone date (month and year) for completion of the assessment.

Review of Security Controls

- List any independent security reviews conducted on the system in the last three years.
- Include information about the type of security evaluation performed, who performed the review, the purpose of the review, the findings, and the actions taken as a result.

Rules of Behavior

- A set of rules of behavior in writing must be established for each system. The rules of behavior should be made available to every user prior to receiving access to the system. It is recommended that the rules contain a signature page to acknowledge receipt.
- The rules of behavior should clearly delineate responsibilities and expected behavior of all individuals with access to the system. They should state the consequences of inconsistent behavior or non-compliance. They should also include appropriate limits on interconnections to other systems.
- Attach the rules of behavior for the system as an appendix and reference the appendix number in this section or insert the rules into this section.

Planning for Security in the Life Cycle

Determine which phase(s) of the life cycle the system, or parts of the system are in.
Describe how security has been handled in the life cycle phase(s) the system is currently in.

Initiation Phase

- Reference the sensitivity assessment, which is described in the NIST SP800-18, Section 3.7, *Sensitivity of Information Handled*.

Development/Acquisition Phase

- During the system design, were security requirements identified?
- Were the appropriate security controls with associated evaluation and test procedures developed before the procurement action?
- Did the solicitation documents (e.g., Request for Proposals) include security requirements and evaluation/test procedures?
- Did the requirements permit updating security requirements as new threats/vulnerabilities are identified and as new technologies are implemented?
- If this is a purchased commercial application or the application contains commercial, off-the-shelf components, were security requirements identified and included in the acquisition specifications?

Implementation Phase

- Were design reviews and systems tests run prior to placing the system in production? Were the tests documented? Has the system been certified?
- Have security controls been added since development?
- Has the application undergone a technical evaluation to ensure that it meets applicable federal laws, regulations, policies, guidelines, and standards?
- Include the date of the certification and accreditation. If the system is not authorized yet, include the date when the accreditation request will be made.

Operation/Maintenance Phase

- The security plan documents the security activities required in this phase.

Disposal Phase

- Describe in this section how information is moved to another system, archived, discarded, or destroyed. Discuss controls used to ensure the confidentiality of the information.
- Is sensitive data encrypted?
- How is information cleared and purged from the system?
- Is information or media purged, overwritten, degaussed or destroyed?

Authorize Processing

- Provide the date of authorization, name, and title of the management official authorizing processing in the system.
- If not authorized, provide the name and title of the manager requesting approval to operate, and the date of the request.

3.0 OPERATIONAL CONTROLS

3.0 OPERATIONAL CONTROLS

Personnel Security

- Have all positions been reviewed for sensitivity level?
- Have individuals received background screenings appropriate for the position to which they are assigned?
- Is user access restricted to the minimum necessary to perform the job?
- Is there a process for requesting, establishing, issuing, and closing user accounts?
- Are critical functions divided among different individuals (separation of duties)?
- What mechanisms are in place for holding users responsible for their actions?
- What are the friendly and unfriendly termination procedures?

Physical and Environmental Protection

- Discuss the physical protection for the system. Describe the area where processing takes place (e.g., locks on terminals, physical barriers around the building and processing area, etc.).
- Factors to address include physical access, fire safety, failure of supporting utilities, structural collapse, plumbing leaks, interception of data, mobile and portable systems.

Production, Input/Output Controls

Describe the controls used for the marking, handling, processing, storage, and disposal of input and output information and media, as well as labeling and distribution procedures for the information and media. The controls used to monitor the installation of, and updates to software should be listed. In this section, provide a synopsis of the procedures in place that support the system. Below is a sampling of topics that should be reported in this section.

- User Support - Is there a help desk or group that offers advice?
- Procedures to ensure unauthorized individuals cannot read, copy, alter, or steal printed or electronic information
- Procedures for ensuring that only authorized users pick up, receive, or deliver input and output information and media
- Audit trails for receipt of sensitive inputs/outputs
- Procedures for restricting access to output products
- Procedures and controls used for transporting or mailing media or printed output
- Internal/external labeling for sensitivity (e.g., Privacy Act, Proprietary)
- External labeling with special handling instructions (e.g., log/inventory identifiers, controlled access, special storage instructions, release or destruction dates)
- Audit trails for inventory management
- Media storage vault or library-physical, environmental protection controls/procedures
- Procedures for sanitizing electronic media for reuse (e.g., overwriting or degaussing)
- Procedures for controlled storage, handling, or destruction of spoiled media or media that cannot be effectively sanitized for reuse
- Procedures for shredding or other destructive measures for hardcopy media when no

longer required

Contingency Planning

Briefly describe the procedures (contingency plan) that would be followed to ensure the system continues to process all critical applications if a disaster were to occur. If a formal contingency plan has been completed, reference the plan. A copy of the contingency plan can be attached as an appendix. Include descriptions for the following:

- Any agreements for backup processing
- Documented backup procedures including frequency (daily, weekly, monthly) and scope (full, incremental, and differential backup)
- Location of stored backups and generations of backups kept
- Are tested contingency/disaster recovery plans in place? How often are they tested?
- Are all employees trained in their roles and responsibilities relative to the emergency, disaster, and contingency plans?

Hardware and System Software Maintenance Controls

- Restriction/controls on those who perform maintenance and repair activities.
- Special procedures for performance of emergency repair and maintenance.
- Procedures used for items serviced through on-site and off-site maintenance (e.g., escort of maintenance personnel, sanitization of devices removed from the site).
- Procedures used for controlling remote maintenance services where diagnostic procedures or maintenance is performed through telecommunications arrangements.
- Version control that allows association of system components to the appropriate system version.
- Procedures for testing and/or approving system components (operating system, other system, utility, applications) prior to promotion to production.
- Impact analyses to determine the effect of proposed changes on existing security controls to include the required training for both technical and user communities associated with the change in hardware/software.
- Change identification, approval, and documentation procedures.
- Procedures for ensuring contingency plans and other associated documentation are updated to reflect system changes.
- Are test data “live” data or made-up data?
- Are there organizational policies against illegal use of copyrighted software or shareware?

Integrity Controls

- Is virus detection and elimination software installed? If so, are there procedures for updating virus signature files, automatic and/or manual virus scans, and virus eradication and reporting?
 - Are reconciliation routines used by the system, i.e., checksums, hash totals, record counts? Include a description of the actions taken to resolve any discrepancies.
- Are password crackers/checkers used?

- Are integrity verification programs used by applications to look for evidence of data tampering, errors, and omissions?
- Are intrusion detection tools installed on the system?
- Is system performance monitoring used to analyze system performance logs in real time to look for availability problems, including active attacks, and system and network slowdowns and crashes?
- Is penetration testing performed on the system? If so, what procedures are in place to ensure they are conducted appropriately?
- Is message authentication used in the application to ensure that the sender of a message is known and that the message has not been altered during transmission?

Documentation

Documentation for a system includes descriptions of the hardware and software, policies, standards, procedures, and approvals related to automated information system security of the system to include backup and contingency activities, as well as descriptions of user and operator procedures.

- List the documentation maintained for the system (vendor documentation of hardware/software, functional requirements, security plan, program manuals, test results documents, standard operating procedures, emergency procedures, contingency plans, user rules/procedures, risk assessment, certification/accreditation statements/documents, verification reviews/site inspections).

Security Awareness and Training

- Describe the awareness program for the system (posters, booklets, and trinkets).
- Describe the type and frequency of general support system training provided to employees and contractor personnel (seminars, workshops, formal classroom, focus groups, role-based training, and on-the job training).
- Describe the procedures for assuring that employees and contractor personnel have been provided adequate training.

Incident Response Capability

- Are there procedures for reporting incidents handled either by system personnel or externally?
- Are there procedures for recognizing and handling incidents, i.e., what files and logs should be kept, who to contact, and when?
- Who receives and responds to alerts/advisories, e.g., vendor patches, exploited vulnerabilities?
- What preventive measures are in place, i.e., intrusion detection tools, automated audit logs, penetration testing?

4.0 TECHNICAL CONTROLS

4.0 TECHNICAL CONTROLS

Identification and Authentication

- Describe the method of user authentication (password, token, and biometrics).
- If a password system is used, provide the following specific information:
 - Allowable character set;
 - Password length (minimum, maximum);
 - Password aging time frames and enforcement approach;
 - Number of generations of expired passwords disallowed for use;
 - Procedures for password changes;
 - Procedures for handling lost passwords, and
 - Procedures for handling password compromise.
 - Procedures for training users and the materials covered.
- Indicate the frequency of password changes, describe how password changes are enforced (e.g., by the software or System Administrator), and identify who changes the passwords (the user, the system, or the System Administrator).
- Describe any biometrics controls used. Include a description of how the biometrics controls are implemented on the system.
- Describe any token controls used on this system and how they are implemented.
- Describe the level of enforcement of the access control mechanism (network, operating system, and application).
- Describe how the access control mechanism supports individual accountability and audit trails (e.g., passwords are associated with a user identifier that is assigned to a single individual).
- Describe the self-protection techniques for the user authentication mechanism (e.g., passwords are transmitted and stored with one-way encryption to prevent anyone [including the System Administrator] from reading the clear-text passwords, passwords are automatically generated, passwords are checked against a dictionary of disallowed passwords).
- State the number of invalid access attempts that may occur for a given user identifier or access location (terminal or port) and describe the actions taken when that limit is exceeded.
- Describe the procedures for verifying that all system-provided administrative default passwords have been changed.
- Describe the procedures for limiting access scripts with embedded passwords (e.g., scripts with embedded passwords are prohibited, scripts with embedded passwords are only allowed for batch applications).
- Describe any policies that provide for bypassing user authentication requirements, single-sign-on technologies (e.g., host-to-host, authentication servers, user-to-host identifier, and group user identifiers) and any compensating controls.
- If digital signatures are used, the technology must conform with FIPS 186, *Digital Signature Standard* and FIPS 180-1, *Secure Hash Standard* issued by

NIST, unless a waiver has been granted. Describe any use of digital or electronic signatures.

Logical Access Controls

- Discuss the controls in place to authorize or restrict the activities of users and system personnel within the system. Describe hardware or software features that are designed to permit only authorized access to or within the system, to restrict users to authorized transactions and functions, and/or to detect unauthorized activities (i.e., access control lists (ACLs)).
- How are access rights granted? Are privileges granted based on job function?
- Describe the system's capability to establish an ACL or register.
- Describe how users are restricted from accessing the operating system, other applications, or other system resources not needed in the performance of their duties.
- Describe controls to detect unauthorized transaction attempts by authorized and/or unauthorized users. Describe any restrictions to prevent the user from accessing the system or applications outside of normal work hours or on weekends.
- Indicate after what period of user inactivity the system automatically blanks associated display screens and/or after what period of user inactivity the system automatically disconnects inactive users or requires the user to enter a unique password before reconnecting to the system or application.
- Indicate if encryption is used to prevent access to sensitive files as part of the system or application access control procedures.
- Describe the rationale for electing to use or not use warning banners and provide an example of the banners used. Where appropriate, state whether the Dept. of Justice, Computer Crime and Intellectual Properties Section, approved the warning banner.

Audit Trails

- Does the audit trail support accountability by providing a trace of user actions?
- Are audit trails designed and implemented to record appropriate information that can assist in intrusion detection?
- Does the audit trail include sufficient information to establish what events occurred and who (or what) caused them? (type of event, when the event occurred, user id associated with the event, program or command used to initiate the event.)
- Is access to online audit logs strictly enforced?
- Is the confidentiality of audit trail information protected if, for example, it records personal information about users?
- Describe how frequently audit trails are reviewed and whether there are guidelines.
- Does the appropriate system-level or application-level administrator review the audit trails following a known system or application software problem, a known

violation of existing requirements by a user, or some unexplained system or user problem?

ATTACHMENT #9: SAMPLE OF THE AMHS IVR SCHEDULE SCHEMA

Sailingtable envelope sample

```

- <x:Envelope xmlns:x="http://schemas.xmlsoap.org/soap/envelope/" xmlns:ats="http://www.ats.fi/ATS_Sailingtable/">
- <x:Header>
- <ats:HeaderRQ>
  <ats:SalesChannelCode>APISYS</ats:SalesChannelCode>
  <ats:AgentCode>APISERVICE</ats:AgentCode>
  <ats:AgentPassword />
  <ats:UserCode>APISERVICE</ats:UserCode>
  <ats:UserPassword />
</ats:HeaderRQ>
</x:Header>
- <x:Body>
- <ats:SailingtableRQ>
  <ats:DepartureDateFrom>2018-06-07 00:00:00</ats:DepartureDateFrom>
  <ats:DepartureDateTo>2018-06-07 23:59:59</ats:DepartureDateTo>
  <ats:VehicleCode>AUR</ats:VehicleCode>
  <ats:IncludeClosedDepartures>false</ats:IncludeClosedDepartures>
</ats:SailingtableRQ>
</x:Body>
</x:Envelope>

```

Sailingtable response sample

```

<?xml version="1.0" encoding="UTF-8" ?>
- <soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/">
- <soapenv:Body>
- <SailingtableRS xmlns="http://www.ats.fi/ATS_Sailingtable/">
- <Journeys>
- <Journey>
  <DepartureCode>AUR070620180730</DepartureCode>
  <DepartureCodeOrigin>AUR070620180730</DepartureCodeOrigin>
  <PortFrom>VDZ</PortFrom>
  <PortNameFrom>Valdez</PortNameFrom>
  <PortFromRegion>SW</PortFromRegion>
  <DepartureTime>2018-06-07 07.30.00</DepartureTime>
  <DepartureWeekday>Thu</DepartureWeekday>
  <PortTo>WTR</PortTo>
  <PortNameTo>Whittier</PortNameTo>
  <PortToRegion>SW</PortToRegion>
  <ArrivalTime>2018-06-07 13.15.00</ArrivalTime>
  <ArrivalWeekday>Thu</ArrivalWeekday>
  <VehicleCode>AUR</VehicleCode>
  <VehicleName>Aurora</VehicleName>
  <DepartureStatus>1</DepartureStatus>
</Journey>
- <Journey>
  <DepartureCode>AUR070620181430</DepartureCode>
  <DepartureCodeOrigin>AUR070620180730</DepartureCodeOrigin>
  <PortFrom>WTR</PortFrom>
  <PortNameFrom>Whittier</PortNameFrom>
  <PortFromRegion>SW</PortFromRegion>
  <DepartureTime>2018-06-07 14.30.00</DepartureTime>
  <DepartureWeekday>Thu</DepartureWeekday>
  <PortTo>CDV</PortTo>
  <PortNameTo>Cordova</PortNameTo>
  <PortToRegion>SW</PortToRegion>
  <ArrivalTime>2018-06-07 21.15.00</ArrivalTime>
  <ArrivalWeekday>Thu</ArrivalWeekday>
  <VehicleCode>AUR</VehicleCode>
  <VehicleName>Aurora</VehicleName>
  <DepartureStatus>1</DepartureStatus>
</Journey>
</Journeys>
</SailingtableRS>
</soapenv:Body>
</soapenv:Envelope>

```


ATTACHMENT #10 RFP SUBMITTAL CHECKLIST

This checklist is an integral part of this RFP and the related proposal. The checklist MUST be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.

Pre-Proposal Activities:

- Register with Procurement Officer
- Request Disability Assistance (if needed) at least 10 days prior to proposal deadline (Section 1.09)
- Submit Written Questions in writing to Procurement Officer (Section 1.06)

Proposal Transmittal (Section A)

- Offerors must submit Six (6) hard copies (one original & five copies) of their proposal, in writing, and TWO CDs or thumb drives containing electronic copies of the entire proposal. One CD or thumb drive will contain the transmittal information and the technical proposal. One CD or thumb drive will contain the cost proposal. The proposal response should be addressed 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. (Section 1.07, Section 4.01 and Section 4.06)
- Proposal Submittal Letter (Section 4.01) (see minimum information below for requirements)
 - Authorized signature (Section 1.08(a))
 - Offeror's Certification A-H (Section 1. 08 (b))
 - Vendor Tax ID proof OR Vendor Tax ID number (Section 1. 08 (c))
 - Conflict of Interest Disclosure (Section 1. 08 (d))
 - Federal Requirements (Section 1. 08 (e))
 - Subcontractors Information <if applicable> (Section 3.10)
 - Review Insurance Requirements (Section 3.16)
 - Valid Business License Proof (Section 6.02)
 - Review & Agree to Standard Contract Provisions (Section 7.01)
 - Disclosure of Proposal Contents <if applicable> (Section 7.07)
 - NOTE: Offeror's shall not include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.

The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.

- Buy America Certificate of Compliance (FHWA) signed and included in the Proposal Transmittal Section (Attachment #3)
- The Standard Agreement Form must be signed and included in the Proposal Transmittal Section (Section 7.01) (Attachment #5)
- AK 511 Requirements Completed and included (Attachment #11)
- RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].

State of Alaska –Request for Proposal (RFP) # 2520H004

511 Traveler Information System (TIS)

Proposal Technical Component (Section B)

Overall Technical Proposal –

The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Understanding of the Project 4.04 Methodology and Management Plan for the Project and Section 4.05 Experience and Qualifications of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- Title Page
- Table of Contents
- Section 1.04 – Prior Experience / Resumes and a minimum of two (2) samples of work
- Section 4.03 – Understanding of the Project
- Section 4.04 -- Methodology and Management Plan for the Project
- Section 4.05 – Experience and Qualifications

Cost Proposal (Section C)

Cost Proposal, (Attachment 2) **(Separate envelope addressed to the Procurement Officer)** (Section 1.07, Section 4.01 and Section 4.06)

RFP# 2520H004

Title: 511 Traveler Information System (TIS)

Proposal Due Date: August 7, 2019 at 2:00 p.m. [Alaska Time]

Company Name

Printed Name of Binding Official

Signature of Binding Official / Date

ATTACHMENT #11: AK 511 REQUIREMENTS

This is an electronic attachment and not included inside of this PDF RFP Document, but as an additional electronic Word Document attachment posted with this RFP to the online public notice website.

This attachment is 56 pages.