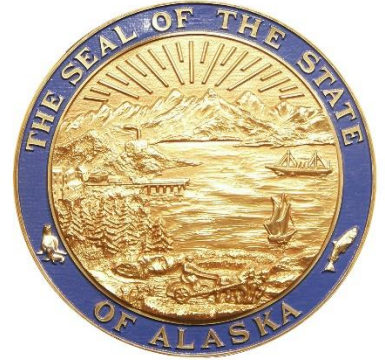


# STATE OF ALASKA REQUEST FOR PROPOSALS



(RFP) #2524H006  
FEDERAL CONTRACT

**THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (DOT&PF) IS  
SOLICITING PROPOSALS FOR FEDERAL TRANSIT COMPLIANCE AND DRUG AND  
ALCOHOL MONITORING SERVICES**

**ISSUED JANUARY 8, 2024**

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ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC  
FACILITIES  
DIVISION OF STATEWIDE PROCUREMENT

PRIMARY CONTACT:

PAUL DICARLO  
PROCUREMENT OFFICER  
PAUL.DICARLO@ALASKA.GOV  
(907) 465-8446

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

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

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT&PF), Alaska Community Transit Program (ACT) is soliciting proposals from qualified vendors to administer a USDOT Federal Transit Administration (FTA) Compliance Monitoring Program, including on site Drug and Alcohol Compliance Monitoring, Training and Technical Assistance to both ACT and grant sub-recipients.

### SEC. 1.02 BUDGET

Department of Transportation & Public Facilities (DOT&PF), Division of Statewide Program Development, estimates a budget of \$1,250,000.00 dollars for completion of this project (to include initial year plus 4 optional one year renewals per SEC. 3.05). Proposals priced at more than \$1,250,000.00 will be considered non-responsive.

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

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

### **SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must be received no later than 2:00PM prevailing Alaska Standard Time on January 29, 2024 as indicated by postmark or email timestamp and late proposals will not be considered.

### **SEC. 1.04 PRIOR EXPERIENCE**

In order for offerors to be considered responsive they must provide evidence in writing that they meet the following minimum prior experience requirements:

#### **Compliance Monitoring Program:**

1. The offeror must have a minimum of three (3) years of experience in performing FTA Management Reviews for a State agency.
2. Five (5) years of work experience with FTA's drug and alcohol testing regulations
3. Three (3) years of experience providing training to both individuals and a large group setting

#### **Certified Public Accountant (CPA):**

- A member of the offeror's team must be a licensed CPA eligible to practice in Alaska.

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

Additional experience that will be evaluated by the Procurement Evaluation Committee per **Section 4 & 5** includes the offeror's knowledge of:

- Transit administration, operation, finance, planning, data collection, performance measures, procurement, record keeping, operator training, vehicle maintenance, record-keeping, marketing, drug & alcohol testing (minimal, full review under separate agreement), safety, and security, all which may vary widely from sub-recipient to sub-recipient.
- A multidisciplinary team with knowledge and experience in a variety of state and federal regulations and laws pertaining to transit and the USDOT Federal Transit Administration circulars pertaining to §5304 §5307, §5310, §5311, and §5339.
- Experience providing training to both individuals and a large group setting
- Civil Rights regulations
- ADA regulations
- OMB regulations
- Alaska Mental Health Trust Authority (AMHTA) regulations
- Electronic grants management
- Experience in performing FTA Triennial Reviews
- Experience with electronic grants management programs.

Proposals must provide a minimum of three (3) examples demonstrating similar projects, either completed or ongoing, performed by the offeror's firm within the past three (3) years.

**Examples must include:**

- 1) Each client firm's name, the contact person and the contact's telephone number
- 2) Site Monitoring Review process such as a questionnaire or checklist
- 3) Compliance Review Procedures
- 4) Compliance Reports
- 5) Contractor Status Reports of Project

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

**SEC. 1.05 REQUIRED REVIEW**

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

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

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

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

**PROCUREMENT OFFICER:**

Paul DiCarlo – PHONE 907- 465-8446 – [paul.dicarlo@alaska.gov](mailto:paul.dicarlo@alaska.gov)

## **SEC. 1.07 RETURN INSTRUCTIONS**

Per Section 1.03, Faxed and Oral proposals are not acceptable for this procurement.

**If submitting a hard copy proposal.** Offerors must submit one hard copy and one electronic copy (Zip Drive) of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The electronic copy of the cost proposal must be a separate file on the electronic drive. **The sealed proposal package(s) must be addressed as follows:**

**Department of Transportation & Public Facilities  
Division of Administrative Services  
Attention: Paul DiCarlo  
RFP Number: 2524H006  
RFP Title: Transit Compliance & Drug and Alcohol Monitoring Services  
3132 Channel Drive, Suite 350  
P.O Box 112500  
Juneau, Alaska 99811-2500**

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

### **If submitting a proposal via email:**

The technical proposal and cost proposal must be saved as separate PDF documents and emailed to [dotstatewideprocurement@alaska.gov](mailto:dotstatewideprocurement@alaska.gov) as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offerors responsibility to contact the issuing agency at **907-465-8447** to confirm that the bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

**If you have any questions about submitting a proposal contact the Procurement Officer;**

**Paul DiCarlo 907 465-8446**

**paul.dicarlo@alaska.gov**

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

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

**SEC. 1.09 AMENDMENTS TO PROPOSALS**

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

**SEC. 1.10 AMENDMENTS TO THE RFP**

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

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

**SEC. 1.11 RFP SCHEDULE**

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		1/8/2024
Pre-Proposal Conference	9:30AM	1/18/2024
Deadline for Receipt of Proposals / Proposal Due Date		1/29/2024
Proposal Evaluations Complete		2/1/2024
Notice of Intent to Award		2/5/2024
Contract Issued		4/1/2024

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

**SEC. 1.12 PRE-PROPOSAL CONFERENCE/TELECONFERENCE**

A pre-proposal teleconference will be held Via Microsoft TEAMS at 9:30AM, Alaska Time, on January 18, 2024. The purpose of the teleconference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. Participants may dial into the meeting using the following number:

# Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 255 009 852 051

Passcode: HJB6yY

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

260748889@t.plcm.vc

Video Conference ID: 114 803 792 7

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 907-202-7104,,868432680#](#) United States, Anchorage

Phone Conference ID: 868 432 680#

## **SEC. 1.13 ALTERNATE PROPOSALS**

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

## **SECTION 2. BACKGROUND INFORMATION**

### **SEC. 2.01 BACKGROUND INFORMATION FOR USDOT FTA COMPLIANCE MONITORING SERVICES**

The State of Alaska (SOA), Department of Transportation and Public Facilities (DOT&PF), Alaska Community Transit (ACT) is the Grantee of funds from the USDOT Federal Transit Administration (FTA) and of state funds. ACT is responsible for ensuring the sub-recipient maintains compliance with state and federal grant requirements. According to the Office of Management and Budget (OMB), ACT is defined as a “pass-through” agency whose responsibility is to ensure that sub-recipients adhere to applicable programmatic requirements. Grant administration is defined by federal circulars published by the OMB, various federal circulars, state law and by the programmatic requirements of each of the grant programs. The FTA Master Agreement - - identifies the majority of the requirements of the federal programs; each sub-recipient agreement includes a requirement to adhere to applicable elements of the Master Agreement and all other applicable regulations.

The Compliance Monitoring Program (CMP) is not intended to be punitive, but to provide the ACT with an opportunity to identify training or other technical assistance needs and identify weaknesses so that the sub-recipient can correct the deficiency. The CMP will also be used to identify a sub-recipient's best practices and excellence in program management. ACT's purpose is to identify the fiscal, managerial and operating capacity of Agency sub-recipients through evaluation of specific administrative, operational and programmatic areas. The CMP will be conducted to conform to the monitoring program requirements defined by ACT's adopted State Management Plan (SMP), and associated state and federal requirements for federal programs §5304, §5310, §5311, §5339, and AMHTA. Additional programs may be added to this list should they become available.

**Reference Documents:**

FTA Master Agreement: [FTA Grant Agreements | FTA \(dot.gov\)](#)

FTA Award Management Requirements: [Circular 5010-1E - Revised July 16, 2018 \(dot.gov\)](#)

State Management Plan: <http://dot.alaska.gov/stwdplng/transit/pub/pub/AKSMP2017.pdf>

FTA 49 CFR Parts 40: <http://www.transportation.gov/odacp/frpubs>

FTA 49 CFR 655: <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Regulations/Regulations/49CFR655/49cfr655.pdf>

FTA Section 5311: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/formula-grants-rural-areas-program-guidance-and-application>

FTA Section 5304: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/program-guidance-metropolitan-planning-and-state-planning-a-0>

§5310: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities>

§5339: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/bus-and-bus-facilities-program-guidance-and-application>

**SEC. 2.02 BACKGROUND INFORMATION FOR ACT DRUG AND ALCOHOL COMPLIANCE MONITORING SERVICES**

The State of Alaska (SOA), Department of Transportation and Public Facilities (DOT&PF), Alaska Community Transit (ACT) is the Grantee of funds from both the USDOT Federal Transit Administration (FTA) and State funds. ACT is responsible for ensuring sub-recipients maintain compliance with state and federal grant requirements. According to the federal Office of Management and Budget (OMB), Alaska Community Transit is defined as a "pass-through" agency whose responsibility is to ensure that sub-recipients adhere to applicable programmatic requirements. Grant administration is defined by federal circulars published by the OMB, various federal circulars, State law and by the programmatic requirements of each of the grant programs. The FTA Master Agreement identifies the majority of the requirements of the federal programs; each sub-recipient agreement includes a requirement to adhere to applicable elements of the Master Agreement and all other applicable regulations.

The D&ACMP will be conducted to conform to the monitoring program requirements defined by DOT&PF's adopted State Management Plan (SMP), and associated state and federal requirements for federal program §5311 and the associated Drug & Alcohol testing requirements.

**Reference Documents:**

Attachment #8: Public Transit System Sub-Recipient List

FTA 49 CFR Parts 40: <http://www.transportation.gov/odacp/frpubs>

FTA 49 CFR 655: <https://transit-safety.fta.dot.gov/drugandalcohol/regulations/regulations/49cfr655/49cfr655.pdf>

FTA Section 5311: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/formula-grants-rural-areas-program-guidance-and-application>

## **SECTION 3. SCOPE OF WORK, TASKS, DELIVERABLES AND CONTRACT INFORMATION**

### **SEC. 3.01 SCOPE OF WORK FOR USDOT FTA COMPLIANCE MONITORING SERVICES**

The successful Offeror will administer a Compliance Monitoring Program (CMP) for the review of sub-recipients of the following federal grant sections:

- State Planning, §5304
- Enhanced Mobility for Seniors and Individuals with Disabilities §5310
- Formula Grants for Rural Areas §5311
- Bus and Bus Facilities §5339
- Alaska Mental Health Trust Authority (AMHTA).

The ACT will provide the Contractor with a list of the CMP sub-recipients to be reviewed once annually. Higher risk sub-recipients may be reviewed on a more frequent schedule. Higher risk sub-recipients include: new agencies, agencies with audit exceptions, agencies having difficulties paying their bills on time, agencies with a considerable increase in vehicle accidents/incidents, etc. The estimated number of sub-recipients for review is provided in the ACT Sub-recipient List (Attachment #8)

If necessary during the CMP review, the Contractor may use different types of Agreed-Upon Procedures to monitor a sub-recipient's financial or non-financial requirements related compliance with specified laws, regulations, rules, contracts or grants.

#### **The CMP review will focus on the following content areas for each funding source §5304, §5310, §5311, §5339 and AMHTA:**

- Accounting and financial management procedures
- Sub-recipient business management procedures
- Personnel policies and procedures, including training
- Procurement policies and procedures
- Property records and inventory
- Capital maintenance procedures
- General operations and management procedures, e.g., service design, marketing, scheduling and dispatch, safety, record keeping, data collection, planning
- Civil rights compliance, e.g., title VI, LEP, EEO, DBE as appropriate
- ADA compliance pertaining to service delivery
- Grant records, e.g., grant reports, data collection
- Drug & Alcohol Testing
- Other program-related compliance areas pertaining to §5304, §5310, §5311, and §5339
- State laws pertaining to Alaska Mental Health Trust Authority (AMHTA)

In addition, the Contractor will:

- a. provide education and technical assistance for the sub-recipients
- b. provide consulting and technical assistance for ACT

The drug and alcohol regulation compliance per 49 CFR Part 655 will be conducted through a monitoring program separate from this contract, and as such, this CMP will include a limited test of compliance. The Contractor will work closely with ACT Project Manager to design a limited list of questions that will be used to evaluate drug and alcohol compliance.

### **SEC. 3.02 SCOPE OF WORK FOR ACT DRUG AND ALCOHOL COMPLIANCE MONITORING PROGRAM SERVICES**

The ACT team consists of both the Project Manager and Coordinator. All submissions will be addressed to both of these persons. The ACT team and the Contractor will maintain and develop a Drug and Alcohol Compliance Monitoring Program (D&ACMP) to administer the review of sub-recipients of FTA's Formula Grants for Rural Areas §5311.

For each review year, the Contractor will work with the ACT Team to conduct compliance reviews of sub-recipients. These D&ACMP reviews will focus on the following areas:

1. Sub-recipient Drug & Alcohol Policies
2. Sub-recipient oversight procedures

The ACT Team shall provide a list of all sub-recipients as well as a list of sub-recipients subject to review in the current year. Upon issuance of a Notice to Proceed, the Contractor shall work with the ACT Team to update and review materials and to plan the review schedule. Field reviews shall be conducted by the Contractor and Project Manager to supplement telephone interviews and electronically submitted information. In addition, upon completion of field reviews, the Contractor shall be responsible for ongoing monthly monitoring and review of compliance plans until all deficiencies have been resolved.

While only select sub-recipients are subject to review in any given year, all sub-recipients as well as ACT are responsible for an annual MIS report.

#### **The Contractor shall therefore provide the following:**

1. Education and technical assistance for all sub-recipients
2. Consulting and technical assistance for ACT and its employees
3. MIS reporting

Education, consulting and technical assistance shall be limited to the Contractor's expertise in Drug and Alcohol related subjects, and must generally fall within the scope of work of this RFP. The Contractor will work with the ACT Team to perform and provide the following tasks and deliverables:

### **SEC. 3.03 TASKS AND DELIVERABLES FOR USDOT FTA COMPLIANCE MONITORING SERVICES**

The Contractor will be required to provide the following tasks/deliverables under the direct supervision of the ACT Transit Coordinator, or designee. The Contractor shall submit all written reports identified in the following tasks for approval to the ACT Transit Coordinator. The Contractor will be required to use BG2Now/BlackCat grants management system. Access to this program will be provided by ACT. All oversight documents, including the oversight tool, communications, and reports will be handled through this system.

### **TASK 1: INFORMATIONAL LETTER**

The contractor shall develop an Informational Letter with the following content. The letter must be preapproved by the ACT Transit Coordinator. The Informational Letter, signed by the Contractor will be sent to the sub-recipient with the review packet through BlackCat.

- a. Identify the time and date of CMP review by the Contractor and ACT Project Manager.
- b. Describe the Contractor's background, experience and qualifications.
- c. Describe the Contractor services.
- d. Provide the Contractor's estimated schedule and completion date.
- e. Request the name of sub-recipient's contact person, address, telephone numbers and email address
- f. Request sub-recipient's subcontractors or vendors that must attend the review and an estimated visit schedule. Make the sub-recipient aware that they are responsible for notifying the subcontractors or vendors of the scheduled visit and the requirement to participate.
- g. Provide a deadline date to sub-recipient for which sub-recipient is required to submit responses, documents and other information to the Contractor prior to the CMP review.

### **TASK 2: QUESTIONNAIRES**

The Contractor shall develop Questionnaires using DOT&PF's current Questionnaire as a base starting point. Questionnaires will be tiered and must be designed to review sub-recipients that have multiple funding sources under one on-site CMP review. The Contractor shall develop Questionnaires specifically designed for each funding source §5304, §5310, §5311, §5339 (See Reference documents in Section 2.01) and AMHTA as the compliance requirements may differ for each funding source.

Questionnaire requirements will be based on the most current FTA regulations and circulars, FTA Model Compliance Review Tool, Alaska's adopted State Management Plan and associated technical assistance documents including the Preventive Maintenance Guidelines; federal and state requirements associated with fiscal and cash management; Alaska State law and rule pertaining to the AMHTA program; and transit industry standards and best practices associated with transit operations, safety and security.

- A. At a minimum, the Contractor shall ensure the Questionnaires address each of the following content areas for each funding source; §5304, §5310, §5311, §5339, and AMHTA:**
- Property records and inventory
  - Capital maintenance procedures
  - Procurement policies and procedures
  - Sub-recipient business management procedures
  - Accounting and financial management procedures
  - Personnel policies and procedures, including training

- General operations and management procedures, e.g., service design, marketing, scheduling and dispatch, safety, record keeping, data collection, planning
- Civil rights compliance, e.g., Title VI, LEP, EEO, DBE as appropriate
- ADA compliance pertaining to service delivery
- Drug & Alcohol requirements review
- Grant records, e.g., grant reports, data collection
- Other program-related compliance areas pertaining to §5304, §5310, §5311, §5339 and state laws pertaining to AMHTA

**The current questionnaire shall be updated as needed and shall:**

- Be based on the most current FTA regulations and circulars
- Refer to Federal policies and regulations being addressed by the Review Questionnaires
- Be based on a “best practice” standard (and not a policy or regulation) and will be clearly identified as “best practice” and the information source referenced, if available
- Aim for a Flesch-Kincaid Grade Level of eight (eighth grade reading level) or below
- Be organized in “like” categories

**B. Contractor shall tier the Questionnaires as follows:**

- The first level Questionnaire will be threshold questions to test each sub-recipient’s compliance with each funding source they receive. Every sub-recipient will be asked to respond to the first level Questionnaire. If the first level Questionnaire indicates non-compliance in any section of the Questionnaire that sub-recipient must go through the second level Questionnaire. Sub-recipient will be notified of their areas of non-compliance.
- The second level Questionnaire will be a more in-depth level of questions.
- The third level reviews if necessary will be completed by the ACT Project Manager. Agreed-Upon Procedures engagement may be used at this time.
- Questionnaires must reference OMB, state law and FTA Section policies and regulations being addressed by the CMP Review Questionnaires.
- Questionnaires must aim for a Flesch-Kincaid Grade Level of eight or below, and questions must be organized in “like” categories.
- All questionnaires must be provided to the sub-recipients through the BlackCat electronic grants management system.

**TASK 3: COMPLIANCE REVIEW PROCEDURES AND SCHEDULE DEVELOPMENT**

The Contractor will work closely with the ACT Transit Coordinator/Project Manager to develop the on-site CMP Compliance Review Procedures. The ACT Transit Coordinator will provide the Contractor with the Compliance Review Schedule. Reviews will be clustered to reduce travel expenses and review multiple grant programs during one CMP

review. The number of CMP reviews to be performed will be provided annually by the ACT Project Manager. DOT&PF's most current list of sub-recipients and their locations is identified in Attachment A – DOT/PF Sub-Recipient List.

The Contractor shall work with the ACT Project Manager to develop the CMP Compliance Review Procedures and Schedule, which must include the following:

- A. Develop pre and post CMP review desk audit procedures
- B. Develop on-site CMP review protocols
- C. Develop post review CMP correspondence procedures

#### **TASK 4: REVIEW, SCHEDULE DEVELOPMENT AND REPORTS**

DOT&PF estimates that each on-site CMP review cluster may take between thirty (30) to sixty (60) hours, which will be dependent on the number of sub-recipient grants, size of sub-recipients and budgets to be reviewed.

Following submission and receipt of the Informational Letter (Task 1), the Contractor shall meet with each sub-recipient at the location(s) where service is delivered and where records are maintained. The Contractor shall use the Questionnaire from Task 2, as the basis for each CMP review. The Contractor may complete a portion of the CMP review online, as appropriate for the content and situation.

The CMP review will document findings for corrective action by the sub-recipient. The report must establish a target date for sub-recipient's preparation and completion of the Compliance Plan, document the sub-recipient intent to correct each deficiency, and the timeline for correction. Deficiency findings will range from an immediate correction for life safety issues, to within six months for non-life threatening issues.

#### **Main areas of Program compliance:**

1. ADA
2. DBE
3. Title VI
4. School Bus
5. Charter Bus
6. Intercity Bus
7. Procurement
8. Maintenance
9. Safety and Security
10. Drug Free Workplace
11. Grant Administration
12. Financial Management
13. Program Management
14. Business Management

15. Selection and Eligibility
16. National Transit Database
17. Planning and coordination
18. Debarment and Suspension
19. Equal Employment Opportunity
20. Property Records and Inventory
21. Satisfactory Continuing Control
22. Drug & Alcohol Review

#### **TASK 5: COMPLIANCE PLAN PREPARATION AND SCHEDULE**

The Contractor shall engage and direct sub-recipients to complete preparation of their Compliance Plan within sixty (60) days after BlackCat notification of the report being available. The Contractor shall assist any sub-recipient who requests assistance, in preparing their Compliance Plan. The sub-recipient will submit their Compliance Plan to the Contractor for preview. The Contractor shall review for completeness and understanding before the Compliance Plan is submitted to ACT Transit Coordinator/Project Manager for review and acceptance. The Contractor shall monitor each sub-recipient's Compliance Plan schedule.

The Contractor shall provide ACT Transit Coordinator/Project Manager with a monthly report (e-mail acceptable) identifying all sub-recipients with deficiencies in their CMP review and their progress toward implementing the Compliance Plan.

#### **TASK 6: TELEPHONE AND E-MAIL ACCESS**

The Contractor shall establish and maintain a telephone line and e-mail address for assisting sub-recipients. The Contractor shall provide verbal and written assistance for sub-recipients to complete their CMP review plan. The Contractor shall respond to sub-recipient questions or requests for information within twenty-four (24) hours, excluding weekends and holidays. The Contractor must maintain a written Communication Log of all calls, questions, responses, and date and time of the Contractor's response to sub-recipients. The Contractor shall copy ACT Transit Coordinator/Project Manager on all e-mail responses to sub-recipients. The State reserves the right to periodically review the Contractor's Communications Log.

#### **TASK 7: ANNUAL SUMMARY OF FINDINGS REPORT**

Annually, each June of the contract term, the Contractor must report findings to the ACT Transit Coordinator/Project Manager. The Contractor will prepare a statewide evaluation of program compliance with recommendations to ACT Transit Coordinator/Project Manager. The report shall be organized by type of sub-recipient (public, private non-profit, etc); type of findings; number and severity of findings.

#### **TASK 8: TECHNICAL ASSISTANCE**

The Contractor shall provide the sub-recipient with technical assistance as identified by ACT Transit Coordinator/Project Manager. Technical assistance will include providing training, resources, and guidance. The Contractor may anticipate a maximum of one (1) new sub-recipient annually.

#### **TASK 9: AGREED-UPON PROCEDURES**

The Contractor may perform Agreed-Upon Procedures of sub-recipients’ grant funds, upon written Notice to Proceed (NTP) from ACT Transit Coordinator/Project Manager. The scope of each engagement will be determined by ACT Transit Coordinator/Project Manager in the NTP. The Contractor shall develop recommendations as necessary to assist the sub-recipient to address findings identified in the sub-recipient’s engagement report. Agreed-upon Procedures may include, but are not limited to, the following areas:

- cash controls
- internal controls
- inventory management
- testing of specific accounts

Agreed-upon procedures engagements will be conducted through and in accordance with AICPA or generally accepted government auditing standards, as applicable.

**TASK 10: CONTINGENCY**

The Contractor may be asked to update Tasks 1 through 9, as directed by ACT Transit Coordinator/Project Manager, to meet new state and federal law requirements or policy changes, or to conduct Agreed-Upon Procedures.

**SEC. 3.04 TASKS AND DELIVERABLES FOR ACT DRUG AND ALCOHOL COMPLIANCE MONITORING PROGRAM (D&ACMP) SERVICES**

**TASK 1 COMPLIANCE REVIEW PROCEDURES AND SCHEDULE DEVELOPMENT**

The Contractor will work closely with the ACT Team to maintain and develop the on-site D&ACMP compliance review procedures to include:

1. pre and post D&ACMP review desk audit procedures
2. on-site D&ACMP review protocols
3. post review D&ACMP correspondence procedures

ACT’s most current list of sub-recipients and their locations is identified in Attachment 2. Annually, the ACT Team will provide the Contractor with the number of D&ACMP reviews to be performed and a compliance review schedule. The Contractor will group D&ACMP reviews in order to reduce travel expenses and review multiple grant programs during one review.

**TASK 1 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Draft Compliance Review Procedures and Schedule	Draft Compliance Review Procedures and Schedule must be submitted to ACT Team within sixty (60) calendar days of Notice to Proceed (NTP).	ACT Team will provide written comments to the Contractor within ten (10) working days of receipt of submission.
Final Compliance Review Procedures and Schedule	The Contractor shall make the ACT Team’s recommended changes within ten (10) working days of receipt.	ACT Team will provide the Contractor with written final acceptance (via email) after the ACT Team has reviewed final procedures and schedule.

**TASK 2 INFORMATIONAL LETTER**

The Contractor shall prepare and update the current Informational Letter. The Informational Letter and Questionnaire (Task 3) will be emailed to the sub-recipient thirty (30) calendar days prior to their D&ACMP review (Task 5). The content of the letter must:

1. Identify the time and date of the review
2. Describe the Contractor’s background, experience and qualifications
3. Describe the Contractor services
4. Provide the Contractor’s estimated schedule and completion date
5. Request the name of sub-recipient’s contact person, address, telephone numbers and email address
6. Request sub-recipient’s subcontractors or vendors that must attend the review
7. Provide a list of documents and other information subject to review, including a deadline for submission of materials requested
8. Include the Contractor’s signature and contact information

**TASK 2 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Prepare Informational Letter	Updated letter must be submitted to ACT Team within ten (10) working days of receipt.	ACT Team will provide written comments to the Contractor within ten (10) working days of receipt of submission.
Final Informational Letter	Final letter must be submitted to ACT Team seven (7) calendar days after written comments are received.	ACT Team will provide the Contractor with written acceptance (via email).

**TASK 3 QUESTIONNAIRES**

The Contractor shall prepare and update questionnaires based on the FTA Drug and Alcohol Testing Program. Questionnaires will be emailed to sub-recipients thirty (30) days prior to their D&ACMP review.

**A. The Contractor shall ensure questionnaires address each of the following content areas:**

1. General administrative duties
2. Pre-employment testing
3. Reasonable suspicion testing
4. Post-accident testing
5. Random testing
6. Service agent oversight
7. Contractor oversight
8. Specimen collection

- 9. Medical review
- 10. Referral to substance abuse professional
- 11. Sub-recipient drug & alcohol plan

**B. QUESTIONNAIRES SHALL:**

- 1. Be based on the most current FTA regulations and circulars
- 2. Refer to Federal policies and regulations as appropriate
- 3. Utilize a best practices standard, identifying and clearly making reference to widely accepted and researched industry best practices as applicable
- 4. Aim for a Flesch-Kincaid Grade Level 8 (eighth grade reading level)
- 5. Be organized in “like” categories

**Task 3 Deliverables:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Prepare Questionnaires	Updated Questionnaires must be submitted to Team within twenty-one (21) working days of receipt.	ACT Team will provide the Contractor with comments within fourteen (14) working days of receipt of submission.
Final Questionnaires	Final Questionnaires must be submitted to ACT Team seven (7) calendar days after written comments are received by the Contractor.	ACT Team will provide the Contractor with written acceptance via email within seven (7) calendar days of submission and will post on ACT website.

**TASK 4 DRUG AND ALCOHOL POLICIES**

The Contractor shall review current sub-recipient drug and alcohol policies to verify that they meet FTA requirements under 49 CFR Parts 40 and 655.

For sub-recipients that demonstrate inadequate compliance plans, the Contractor will develop templates for drug and alcohol policies to meet these FTA requirements. The templates will be adaptable to allow for sub-recipients with zero tolerance policies as well as for sub-recipients with conditional return to work policies. The Contractor shall distribute the templates to each Section 5311 sub-recipient that does not have a compliant drug and alcohol policy.

The Contractor shall create a collection site review checklist that provides step-by-step instructions for the sub-recipient to evaluate the collection site. Sub-recipients will use the checklist to:

- 1. monitor collection sites periodically to ensure performance of breath alcohol and urine drug collections are in full compliance with all sections of 49 CFR Part 40
- 2. indicate any deficiencies and findings from the collection site

The checklist must be reviewed by the Contractor during the Program Review with a copy provided to the ACT Project Manager as part of the review report in Task 5.

**TASK 4 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Draft Templates	Draft Templates must be submitted to ACT Team twenty-one (21) calendar days from NTP	ACT Team will provide the Contractor with comments within ten (10) working days of receipt of submission.
Final Templates	Final Templates must be submitted to ACT Team seven (7) calendar days after written comments are received by the Contractor.	ACT Team will provide the Contractor with written acceptance via email within seven (7) calendar days of submission.
Collection Site Review Check-off List	Collection Site Review Check-off List must be submitted to ACT Team twenty-one (21) calendar days from NTP.	ACT Team will provide the Contractor with written acceptance via email within seven (7) calendar days of submission.
Review of Sub-recipient Drug & Alcohol Policies	All Sub-recipient Drug & Alcohol Policies must be reviewed for compliance and comments submitted to both Sub-recipient and ACT Team within one hundred-twenty (120) working days from NTP	

**TASK 5 REVIEW AND REPORTS**

Following submission and receipt of the Informational Letter (Task 2), the Contractor shall meet with each sub-recipient at the location(s) where service is delivered and where records are maintained. The Contractor shall use the Questionnaire from Task 3, as the basis for each D&ACMP review. The Contractor may complete a portion of the D&ACMP review by telephone, as appropriate for the content and situation.

The Contractor shall prepare a written report after each D&ACMP review detailing any deficiencies or best practices. Reports will be submitted to the ACT Team by email within fourteen (14) days following the review. The D&ACMP Review Report must include:

1. sub-recipient name
2. date of contact
3. employee contact name
4. telephone number
5. email address

The D&ACMP review will document findings for corrective action by the sub-recipient. The report must establish a target date for sub-recipient’s preparation and completion of the Compliance Plan (Task 6), document the sub-recipient intent to correct each deficiency, and the timeline for correction. Deficiency findings will range from an immediate correction for life safety issues, to within six months for non-life threatening issues.

**Monthly D&ACMP Review Reports**

The Contractor will submit monthly D&ACMP Review Reports electronically, to the ACT Project Manager. Each report must include the contract number. The ACT Team will specify the format for the reports. The D&ACMP reports will identify each sub-recipient’s:

1. deficiencies
2. weaknesses
3. best practices
4. operational/managerial efficiencies

**Task 5 Deliverables:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
All D&ACMP Reviews	(a) The Contractor shall complete six (6) D&ACMP reviews six (6) months from Contract NTP and one-hundred percent (100%) of sub-recipient's CMP reviews shall be completed 36 months from Contract NTP.	ACT Team may direct the Contractor to schedule D&ACMP reviews to coincide with ACT Project Manager's business needs. ACT Team will provide the contractor with a minimum of sixty (60) days advance notice of all requested D&ACMP reviews.
	(b) The Contractor shall notify ACT Team, in writing, seven (7) calendar days after the sub-recipients' sixty (60) day Compliance Plan period has expired or been completed, and notify ACT Team of status of sub-recipients' Compliance Plan with their identified deficiencies.	
D&ACMP Monthly Reports	The Contractor shall submit a monthly progress report detailing each sub-recipient who has completed the CMP review and whether sub-recipient will be engaged in implementing a Compliance Plan.	
D&ACMP Progress Report #1	Progress report #1 status of sub-recipients' Compliance Plan must be submitted to ACT Team fourteen (14) calendar days after sub-recipient submits Compliance Plan to the Contractor.	
D&ACMP Progress Report #2	Progress report #2 must be submitted to ACT Team seven (7) calendar days after the sixty (60) day sub-recipient Compliance Plan period has expired or been completed. This is to update ACT Coordinator and close out sub-recipient Compliance Plan.	ACT Team will provide the Contractor with written acceptance (via email).

**TASK 6 COMPLIANCE PLAN PREPARATION AND SCHEDULE**

The Contractor shall engage and direct sub-recipient's to complete preparation of their Compliance Plan within sixty (60) days after the Contractor submits the D&ACMP results to the ACT Team. The Contractor shall assist any sub-recipient who requests assistance, in preparing their Compliance Plan. The sub-recipient will submit their Compliance Plan to the Contractor for preview. The Contractor shall review for completeness and understanding before the Compliance Plan is submitted to ACT Project Manager for review and acceptance. The Contractor will monitor sub-recipient's Compliance Plan schedule.

The Contractor shall submit a monthly report (email acceptable) identifying all sub-recipients with deficiencies in their

D&ACMP review to the ACT Team. The report will identify the sub-recipients' progress toward implementing the Compliance Plan.

**TASK 6 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Sub-recipient Compliance Plan	(a) Sub-recipient shall submit their Compliance Plan to Consultant and ACT Team for review and comment thirty (30) calendar days after the initial D&ACMP review.	ACT Team will provide written comments to the Contractor fourteen (14) calendar days of receipt of sub-recipient's submittal of draft Compliance Plan. The Contractor will incorporate AKDOT&PF's suggested changes. *If ACT Team does not provide comments back to the Contractor fourteen (14) calendar days receipt from sub-recipient, the comments will not be incorporated in the response back to the sub-recipient.
	(b) Consultant shall review and incorporate ACT Team's recommended changes for and submit the final Compliance Plan to sub-recipient forty-five (45) calendar days after sub-recipient's Compliance Plan review.	
Sub-recipient Completion of Compliance Plan	(a) The Contractor shall ensure sub-recipient completes their Compliance Plan sixty (60) calendar days from sub-recipient's initial CMP review.	
	(b) The Contractor shall submit sub-recipients' final Compliance Plan to ACT Team.	
Compliance Plan Site Review Report	(a) The Contractor shall ensure sub-recipients complete their Compliance Plan within six (6) months of the ACT Team's acceptance of sub-recipient's final Compliance Plan.	ACT Team will provide the Contractor with written acceptance (via email).
	(b) The Contractor shall notify ACT Team, in writing, (email acceptable) 60 days after the sub-recipient's initial D&ACMP review and verify that the Compliance Plan has been completed by sub-recipient.	

**TASK 7 TELEPHONE AND EMAIL ACCESS**

The Contractor shall establish and maintain a telephone line and email address for assisting sub-recipients.

The Contractor shall provide verbal and written assistance for sub-recipient's to complete their D&ACMP review plan. The Contractor will respond to sub-recipient's questions or requests for information within twenty-four (24) hours, excluding weekends and holidays. The Contractor must maintain a written Communication Log of all calls, questions,

responses, and date and time of the Contractor’s response to sub-recipients. The Contractor shall copy the ACT Team on all email responses to sub-recipients. The State reserves the right to periodically review the Contractor’s Communications Log.

**Task 7 Deliverables:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Toll free telephone number and email address.	Telephone and e-mail access must be established and operative within ten (10) working days of NTP.	
Call Log with copies of all email responses as issued by Consultant (email acceptable).	The Contractor shall submit all call logs and copies of emails every year of Contract in June to the ACT Team.	ACT Team will provide the Contractor with written acceptance (via email).

**TASK 8 ANNUAL SUMMARY OF FINDINGS**

Annually, each June of the contract term, the Contractor must report findings to the ACT Team. The findings must include a statewide evaluation of program compliance with recommendations. The report shall be organized by:

1. type of sub-recipient (public, private, etc.)
2. type of findings
3. number of and severity of findings

**TASK 8 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Written Summary Report	The Contractor shall submit Written Summary Report’s every year of the Contract in June to ACT Team.	ACT Team will provide the Contractor with written acceptance (via email).

**TASK 9 TECHNICAL ASSISTANCE, CONSULTATION AND TRAINING**

The Contractor shall provide both ACT and sub-recipients with consultation and technical assistance in areas related to drug and alcohol compliance. The Contractor may further be asked to provide drug and alcohol related training at the annual Transit Managers Meeting. It is expected that there would be no more than 5 hours of presentation/training.

The Contractor may anticipate a maximum of one (1) new sub-recipient annually. New sub-recipients will be evaluated for compliance with appropriate regulations prior to grant funding being initiated.

**TASK 9 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
Program Sub-recipients	The Contractor shall assist current sub-recipients and new sub-recipients with technical questions and will conduct a new sub-recipient D&ACMP review within thirty (30) days of notification from ACT Team of a new sub-recipient or a sub-recipient that needs assistance.	ACT Team will provide the Contractor with information regarding current sub-recipients and new sub-recipients.
As authorized by DOT&PF	The Contractor shall provide individual and/or group training as needed.	
As authorized by DOT&PF	The Contractor shall provide technical assistance and consultation as needed.	

**TASK 10 MANAGEMENT INFORMATION SYSTEM (MIS) REPORTS**

The Contractor shall obtain, review and approve the annual statistics in the electronically-submitted reports of the 5311 sub-recipients and Third Party Administrator to ensure accuracy. The Contractor will prepare the Annual Report for the Transportation Workplace Drug and Alcohol Testing Management Information System (MIS). The report must be complete and submitted to the USDOT Drug & Alcohol Testing Management System by the due date designated by FTA (typically March 16).

**TASK 10 DELIVERABLES:**

DELIVERABLE	SCHEDULE	ACT TEAM RESPONSIBILITIES
MIS Reports	The Contractor shall verify accuracy of sub-recipient MIS reports and prepare the annual report by March 10, notifying the ACT Team when it is complete.	

**TASK 11 CONTINGENCY**

As needed, the Contractor will update Tasks 1 through 10 to meet new state and federal law requirements or policy changes, or to conduct agreed upon procedures.

**End of Scope Tasks and Deliverables**

**SEC. 3.05 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately April 1, 2024, through March 31, 2025 with four optional one year renewals exercised solely at the states discretion.

### **SEC. 3.06 CONTRACT TYPE**

This contract is a Firm Fixed Price contract.

### **SEC. 3.07 PROPOSED PAYMENT PROCEDURES**

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

### **SEC. 3.08 PROMPT PAYMENT FOR STATE PURCHASES**

The state is eligible to receive a **5%** discount for all invoices paid within **15** business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### **SEC. 3.09 CONTRACT PAYMENT**

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

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

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

### **SEC. 3.10 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 [State of Alaska M&I short-term rate](#) (currently \$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, other than meals

Any travel must comply with 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 the Project Manager.

### **SEC. 3.11 CONTRACT PRICE ADJUSTMENTS**

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

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

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF2 for July-December and each HALF2 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. All price adjustments must be approved by the Procurement Officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a Contract Amendment issued by the Procurement Officer.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

All price adjustments must be approved by both the contractor and the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

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### **SEC. 3.12 LOCATION OF WORK**

A portion of the work will be performed in various locations throughout Alaska or to be determined locations provided for within the Scope of Work. The remainder of the work shall be performed at the contractor's worksite. With exception to site access for interviews, the State will not provide workspace for the Contractor. The Contractor must provide its own workspace.

Travel expenses should not be included in the cost proposal. Contractor travel expenses will be reimbursed by the State per criteria identified in Section 3.10.

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

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

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

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

### **SEC. 3.13 SUBCONTRACTORS**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.08 of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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;

If a subcontractor on the list will be performing work within Alaska, and did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- 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, will cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another that has already been approved may be made only at the discretion and prior written approval of the project director.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

### **SEC. 3.14 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. 3.15 CONTRACT PERSONNEL**

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

### **SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

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

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

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

### **SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

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

### **SEC. 3.19 INDEMNIFICATION**

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

### **SEC. 3.20 INSURANCE REQUIREMENTS**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and 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 procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

**Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

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

**Professional Liability Insurance:** covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

**SEC. 3.21      TERMINATION FOR DEFAULT**

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as part of their proposal. An electronic copy of the forms is posted along with this RFP.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire proposal. Do not include any marketing information in the proposal.

**Any proposal that does not follow these requirements may be deemed non-responsive.**

### SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

**Page Limits:** Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). Any pages exceeding the maximum page limit will be discarded and will not be included in the evaluations (for example, the maximum page limit is 3 pages, but the Offeror submits 5 pages for that submittal form. Only pages 1-3 will be evaluated. Pages 4 and 5 would be discarded by the Procurement Officer before sending to the proposal evaluation committee for evaluation.).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
<b>Submittal Form B – Experience and Qualifications</b>	<b>4</b>
<b>Submittal Form C – Understanding of the Project</b>	<b>3</b>
<b>Submittal Form D – Methodology Used for the Project</b>	<b>3</b>
<b>Submittal Form E – Management Plan for the Project</b>	<b>3</b>
Submittal Form F – Subcontractors	
Submittal Form G – Cost Proposal	

Any Submittal Form submitted as part of a proposal that is not compliant with the instructions above may be a basis for finding the proposal non-responsive and thus rejected.

### SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the following:

- a) the laws of the State of Alaska;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e) all terms and conditions set out in this RFP;
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;  
and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### **SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)**

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

Proposals must provide a minimum of three (3) examples including reference names and phone numbers demonstrating similar projects, either completed or ongoing, performed by the offeror's firm within the past three (3) years.

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)**

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.06      METHODOLOGY USED FOR THE PROJECT (SUBMITTAL FORM D)**

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.07      MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)**

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

The offeror shall not disclose their costs in this Submittal Form. Submission forms shall not exceed the page limit (as described in Section 4.02).

#### **SEC. 4.08      SUBCONTRACTORS (SUBMITTAL FORM F)**

If using subcontractors, the offeror must complete and submit this Submittal Form.

#### **SEC. 4.09      COST PROPOSAL (SUBMITTAL FORM G)**

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

### **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**

#### **SEC. 5.01      SUMMARY OF EVALUATION PROCESS**

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

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

- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

**SEC. 5.02 EVALUATION CRITERIA**

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	(Submittal Form B) 250
Understanding of the Project	(Submittal Form C) 100
Methodology Used for the Project	(Submittal Form D) 100
Management Plan for the Project	(Submittal Form E) 150
Total	600

Cost Criteria	Weight
Cost Proposal	(Submittal Form G) 400
Total	400


**TOTAL EVALUATION POINTS AVAILABLE: 1000**

**SEC. 5.03 SCORING METHOD AND CALCULATION**

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

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

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

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

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

**Offeror 1** was awarded 75 points:

Offeror Total Score (30)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (75)  
Highest Total Score Possible (40)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20)  
\_\_\_\_\_ x Max Points (100) = Points Awarded (50)  
Highest Total Score Possible (40)

**Offeror 3** was awarded 100 points:

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

**SEC. 5.04 EXPERIENCE AND QUALIFICATIONS**

This portion of the offeror’s proposal will be evaluated against the following questions:

**1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) How well do individuals assigned to the project demonstrate their experience with electronic grant compliance monitoring programs?
- c) How well do individuals assigned to the project demonstrate their experience in performing FTA Triennial reviews and in preparing transit systems for these reviews?
- d) How well do individuals assigned to the project demonstrate their experience in performing FTA Management reviews and in preparing transit systems for these reviews?
- e) How well do individuals assigned to the project demonstrate their experience in providing training to small or large groups?
- f) How well do individuals assigned to the project demonstrate their experience in developing procedures and forms for use by sub-recipients?
- g) How well do individuals assigned to the project demonstrate their experience in financial analysis?
- h) How well do individuals assigned to the project demonstrate their experience in preparing sample policies?

**2) Questions regarding the firm and subcontractor (if used):**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided three (3) examples of similar work per Section 1.04 Prior Experience
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

**SEC. 5.05 UNDERSTANDING OF THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

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

**SEC. 5.06 METHODOLOGY USED FOR THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

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

**SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT**

This portion of the offeror's proposal will be evaluated against the following questions:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

**SEC. 5.08 CONTRACT COST (COST PROPOSAL)**

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to

cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

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

**Step 1**

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

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

**Step 2**

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

**Offeror #1 receives 400 points.**

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

**Offeror #2 receives 374.3 points.**

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

**Offeror #3 receives 336.8 points.**

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

**SEC. 5.09 ALASKA OFFEROR PREFERENCE N/A FOR FEDERAL FUNDED PROJECTS**

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

**Example:**

**Step 1**

Determine the number of points available to qualifying offerors under this preference:

$$1000 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 100 \text{ Points for the preference}$$

**Step 2**

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

**Step 3**

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
<b>Offeror #3</b>	<b>900 points (800 points + 100 points)</b>

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

## **SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 6.01 INFORMAL DEBRIEFING**

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

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

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

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

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

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

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

### **SEC. 6.03 SITE INSPECTION**

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

### **SEC. 6.04 CLARIFICATION OF OFFERS**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion

concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

#### **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

#### **SEC. 6.06 EVALUATION OF PROPOSALS**

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

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

#### **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 conference room on the third floor of the DOT Headquarters Building in Juneau, Alaska.

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

#### **SEC. 6.08 FAILURE TO NEGOTIATE**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or

- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

#### **SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION**

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

#### **SEC. 6.10 PROTEST**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SEC. 6.12 FEDERAL CONTRACT PROVISIONS**

**Required Contract Provisions for Federal-Aid Contracts**, Form Federal Aid Provisions (FTA) pages 1 through 21 is 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 Transit Administration (FTA). 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 U.S. Federal Transit Administration (FTA).

### **Sec. 36.30.890. Federal Assistance**

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

### **2 AAC 12.730. Federal Assistance**

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

## **SEC. 6.13 QUALIFIED OFFERORS**

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

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

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

#### **SEC. 6.14 PROPOSAL AS PART OF THE CONTRACT**

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

#### **SEC. 6.15 ADDITIONAL TERMS AND CONDITIONS**

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

#### **SEC. 6.16 HUMAN TRAFFICKING**

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

#### **SEC. 6.17 RIGHT OF REJECTION**

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

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

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

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

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

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

## **SEC. 6.20 ASSIGNMENT**

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

## **SEC. 6.21 DISPUTES**

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

## **SEC. 6.22 SEVERABILITY**

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## **SEC. 6.23 SUPPLEMENTAL TERMS AND CONDITIONS**

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

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

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

## **SEC. 6.24 SOLICITATION ADVERTISING**

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

## SEC. 6.25      **FEDERALLY IMPOSED TARIFFS**

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

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

## **SECTION 7. ATTACHMENTS**

### **SEC. 7.01 ATTACHMENTS**

- Attachment #1 – Contains Submittal Forms A – F
  - Submittal Form A – Offeror Information
  - Submittal Form B – Experience and Qualifications
  - Submittal Form C – Understanding of the Project
  - Submittal Form D – Methodology Used for the Project
  - Submittal Form E – Management Plan for the Project
  - Submittal Form F – Subcontractors
- Attachment #2 – Submittal Form G - Cost Proposal
- Attachment #3 - Standard Agreement Form (SAF) with Appendix A and Appendix B2
- Attachment #4 – Proposal Evaluation Committee (PEC) Form
- Attachment #5 – FTA \_25D-304 Lobbying Form
- Attachment #6 – FTA Offeror Questionnaire
- Attachment #7 – FTA Provisions - Alaska\_Federal\_Clauses\_2023
- Attachment #8 - Sub-Recipient List
- Attachment #9 - Oversight Review Schedule