

# STATE OF ALASKA

## INVITATION TO BID (ITB)

### FEDERALLY FUNDED



## CRASH DATA ENTRY SERVICES

ITB #2524H050

ISSUED APRIL 3, 2024

The Alaska Department of Transportation & Public Facilities (DOT&PF), Alaska Highway Safety Office, is soliciting for data entry services related to motor vehicle crash forms. The Crash Data Team processes thousands of law enforcement and driver crash forms annually to identify and prioritize highway improvement projects.

**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 below if you desire to receive notification of subsequent amendments to the solicitation.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence must be submitted with the bid:
  - a canceled check for the business license fee;
  - a copy of the business license application with a receipt date stamp from the State's business license office;
  - a receipt from the State's business license office for the license fee;
  - a copy of the bidder's valid business license;
  - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
  - the laws of the State of Alaska;
  - the applicable portion of the Federal Civil Rights Act of 1964;
  - the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default.

DEPARTMENT OF:  
**TRANSPORTATION & PUBLIC FACILITIES**

DIVISION OF:  
**PROGRAM MANAGEMENT  
AND ADMINISTRATION**

PROCUREMENT OFFICER:  
**PAUL DICARLO**

PHONE: **(907) 465-4446**

EMAIL: **paul.dicarlo@alaska.gov**

COMPANY SUBMITTING BID

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

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## INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities, Division of Alaska Highway Safety Office, is soliciting bids for The Alaska Department of Transportation & Public Facilities (DOT&PF), Alaska Highway Safety Office, is soliciting for data entry services related to motor vehicle crash forms. The Crash Data Team processes thousands of law enforcement and driver crash forms annually to identify and prioritize highway improvement projects.

### SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Division of Alaska Highway Safety Office, estimates a budget of \$600,000.00 dollars for this contract. Bids priced at more than \$600,000.00 will be considered non-responsive.

**Contingent Upon Federal Funding:** The award of grant funding is subject to the availability of Federal funding. The AHSO reserves the right to incrementally fund any awarded grant at any time during the grant period.

### SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00PM Alaska Time on April 24, 2024 at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

**SEC. 1.04 PRIOR EXPERIENCE**

In order for a bid to be considered responsive the bidder **must submit written evidence** with the bid that confirms the bidder meets or exceeds the following minimum prior experience requirements.

1. The Bidder must have at minimum of 10 years of experience in performing data entry services or processing of forms similar in scope where data is entered into a database or web application.
2. The Bidder must have at least three years of experience working with and understanding the importance of traffic safety data.
3. The Bidder must have a minimum of 10 years of experience performing data entry or transcription services.

Bidders **must** provide a written narrative that describes their prior experience and defines specifically how the bidder meets or exceeds all three of the above minimum prior experience requirements. Failure to submit a narrative statement that confirms the bidder meets or exceeds at least one of the prior experience requirements may result in the State deeming the bid non-responsive and rejecting the bid.

**SEC. 1.05 REQUIRED REVIEW**

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

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

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 ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

**SEC. 1.07 RETURN INSTRUCTIONS**

Bids may be submitted two ways; by E-mail or Mailing in a Hard Copy. **Faxed or oral bids will not be accepted**

**If Submitting Bids by Mailing in a Hard copy:**

Bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

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

Department of Transportation & Public Facilities  
Division of Program Management and Administration  
Attention: Paul DiCarlo  
ITB Number: 2524H050  
ITB Title: Crash Data Entry Services  
**P.O BOX 112500**  
3132 Channel Drive, Suite 350  
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities  
Division of Program Management and Administration  
Attention: Paul DiCarlo  
ITB Number: 2524H050  
ITB Title: Crash Data Entry Services  
**P.O BOX 112500**  
3132 Channel Drive, Suite 350  
Juneau, Alaska 99801-2500

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

**It is the bidder's 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 submitting a bids via email:**

The bid may be emailed to [dotstatewideprocurement@alaska.gov](mailto:dotstatewideprocurement@alaska.gov) and must contain the ITB number in the subject line of the email. 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 bid exceeds this size, the bid 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 bid, if you are emailing your bid, the state recommends sending it ahead of time to ensure the email is delivered by the deadline for receipt of bid.

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

Bidders with a disability may receive accommodation regarding the means of communicating this ITB 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 bids.

**SEC. 1.09 AMENDMENTS TO BIDS**

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

**SEC. 1.10 AMENDMENTS TO THE ITB**

If an amendment is issued before the deadline for receipt of bids, 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 ITB and to those who have registered with the procurement officer after receiving the ITB from the OPN.

**SEC. 1.11 ITB SCHEDULE**

The ITB schedule below represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released		April 3, 2024
Pre-Bid Conference		N/A
Deadline for Receipt of Bids / Bid Due Date	2:00PM	April 24, 2024
Bid Evaluations Complete		April 25, 2024
Notice of Intent to Award		April 25, 2024
Contract Issued		May 6, 2024

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Administrator of the Alaska Highway Safety Office., or their 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 ALTERNATE BIDS**

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

**SEC. 1.13 SUPPORTING INFORMATION**

Provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental

information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

### **SEC. 1.14 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER**

To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB, and which must be complied with at risk of bid rejection for non-responsiveness.

## **SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION**

### **SEC. 2.01 SCOPE OF WORK**

The Alaska Department of Transportation & Public Facilities (DOT&PF), Alaska Highway Safety Office, is soliciting for data entry services related to motor vehicle crash forms. The Crash Data Team processes thousands of law enforcement and driver crash forms annually to identify and prioritize highway improvement projects.

Entering the data into the DOT&PF's database requires considerable quickness, accuracy, thoroughness, and attention to detail. Approximately 10,000 crashes are reported per year. The data entry services the contractor will provide under the intended contract is the entry of data from the driver submitted motor vehicle crash data form 12-209 and the law enforcement (12-200) forms into DOT&PF's Crash Data Entry System (CDES).

**DEFINITIONS:** The following definitions are applicable throughout the solicitation process, any amendments issued, and the subsequent contract award:

- **Crash Data Entry System (CDES):** The CDES is the DOT&PF web enabled crash data entry system. This system is easy to use and includes drop down menus and autofill features. This system is integrated with DOT&PF's roadway data system to identify crash location. There are two types of entry:
  - **Electronic:** The data included in the electronic version of the 12-200 law Enforcement form is pre-populated in the CDES.
  - **Manual:** The data included on the manual versions of the 12-209 (driver report) or the 12-200 (law enforcement) form is manually entered by the contractor.
- **Crash Forms:** The crash forms provided by DOT&PF consist of crash related data fields entered by law enforcement or citizens filling out the driver crash form. A form may contain hundreds of fields that require keying and may consist of multiple pages. This contract is for processing two types of crash forms:
  - The 12-200 law enforcement crash form is an 8 page form. A sample of this form may be seen in **Attachment C, Law Enforcement Form 12-200**. This form will be provided to the contractor in both electronic and manual entry versions.
  - The 12-209 driver report form is a 2 page form. A sample of this form may be seen in **Attachment D, Driver Form 12-209**. This form will be provided to the contractor for manual entry.

- **Data Entry Instructions:** Detailed instructions will be provided to the Contractor. These instructions clearly describe the entry of each field on the forms. Please see **Attachment A, Crash Data Entry Instructions** for additional information.
- **Field:** A specific section on the form that requires data entry. A field may consist of any number of keystrokes.
- **Geolocate:** Geolocation is the identification of the real-world geographic location of an object or event. For the purposes of this solicitation, geolocate refers to location of a crash event onto the DOT&PF's geographic information system linear referenced system (GIS LRS) road network. The GIS LRS contains the road centerline and common roadway inventory features and attributes in an interactive map application. The GIS LRS uses a unique ID to identify each route. Locations along the route are designated using a mile-point or offset in miles, from the beginning of the route. Please see page 13 of **Attachment A, Crash Data Entry Instructions** for information relating to Geolocation.
- **Incomplete Data Entry or Missing forms:** DOT&PF will conduct frequent spot checks to determine if crash location, severity, number of vehicles, number of occupants match crash reports. If DOT&PF identifies inconsistencies, the Project Manager will contact the Contractor immediately to remedy.
- **Record:** for the purpose of the intended contract, a Record is defined as a form entered into the CDES system.
- **CONTRACT START-UP:** Upon award, the State will allow a 30 day contract start-up period. This start-up period will begin approximately May 6, 2024. During this period the Contractor will:
  - Meet with the agency to discuss the work required under the contract;
  - Identify and report key contacts to State Project Manager
  - Identify and report to the State Project Manager the person(s) responsible for data entry.
  - Complete and return the DOT/PF VPN Request Forms (**See Attachment F**) and upon receipt of VPN access, confirm access to CDES by notifying the State Project Manager;
  - Process 30 (10 each of Items 1-3) sample application batches to demonstrate the ability to accurately produce the work required by this ITB.

If the Contractor fails to complete the sample application job within the 30 days after contract start date, the State reserves the right to cancel the contract.

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

**FORMS FOR ENTRY:** The following tables define the three specific types of records to be entered by the contractor:



**ITEM NUMBER ONE: ELECTRONIC CRASH DATA ENTRY – LAW ENFORCEMENT FORM 12-200:**

<b>Form Title</b>	Alaska Motor Vehicle Collision Report: Law Enforcement Form
<b>Form Number</b>	12-200
<b>Form Access</b>	CDES
<b>Format Type</b>	Pre-populated crash data in CDES: Requires crash geolocation and data validation
<b>Manual Entry Required</b>	No
<b>Form Length</b>	Averages 6 pages depending on accident complexity. Occasionally 7 or more pages if a multi-vehicle accident with 3 or more vehicles.

**ITEM NUMBER TWO: MANUAL CRASH FORM ENTRY – LAW ENFORCEMENT FORM 12-200:**

<b>Form Title</b>	Alaska Motor Vehicle Collision Report: Law Enforcement Form
<b>Form Number</b>	12-200
<b>Form Access</b>	Through CDES list of Crash Reports
<b>Format Type</b>	Adobe PDF-Requires manual input
<b>Manual Entry Required</b>	Yes
<b>Form Length</b>	Averages 6 pages depending on accident complexity. Occasionally 7 or more pages if a multi-vehicle accident with 3 or more vehicles.

**ITEM NUMBER THREE: MANUAL CRASH FORM ENTRY – DRIVER REPORT FROM 12-209:**

<b>Form Title</b>	Alaska Motor Vehicle Collision Report: Driver Report Form
<b>Form Number</b>	12-209
<b>Form Access</b>	Through CDES list of Crash Reports
<b>Format Type</b>	Adobe PDF-Requires manual input
<b>Manual Entry Required</b>	Yes
<b>Form Length</b>	2 pages

**DOCUMENT PROCESSING REQUIREMENTS AND ESTIMATED QUANTITIES:** The state anticipates the following estimated volumes.

**Annual Forms:** The state anticipates approximately 10,000 forms will require entry on an annual basis. For each form type described above, the following are the estimated annual volume to be entered.

**Item One: Electronic Crash Data Form 12-200: Law Enforcement Form:** The estimated annual volume is 2,400 or approximately 200 per month.

**Item Two: Manual Crash Data Form 12-200: Law Enforcement Form:** The estimated annual volume is 4,100 or approximately 425 per month.

**Item Three: Manual Crash Entry Form 12-209: Driver Report Form:** The estimated annual volume is 3,500 or approximately 375 per month.

The quantities referenced in this bid are the State's estimated annual requirements and may vary more or less from the actual quantities. The State does not guarantee any minimum or maximum number of records to be processed.

**VPN ACCESS:** At contract start up, DOT&PF will provide access to the CDES through a Virtual Private Network (VPN) access.

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

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

**TRAINING AND TECHNICAL SUPPORT:** DOT&PF will provide the Contractor with an initial training session via a web conference. The training will focus on populating the CDES for both types of forms (12-200 & 12-209) and for both electronic and hardcopy crash data entry and processing.

Following this initial training, DOT&PF will provide one additional training per type of crash form and by electronic or hardcopy entry at the Contractor's request. The Contractor is responsible for training their personnel thereafter. DOT&PF will provide technical support to the Contractor's lead person on an as-needed basis through email or phone.

**ACCESSING CRASH REPORT FORMS:** Access to all crash form types (12-200 and 12-209) is available within the CDES. Please see **Attachment A, Crash Data Entry Instructions** for more information on accessing crash forms for both electronic and manual forms and for step by step instructions to map crashes, and enter and/or validate crash data.

### **PROCESSING CRASH FORMS**

The Contractor will provide data entry services for two individual types of crash data forms:

1. 12-200 Law Enforcement (**Attachment C**)(Electronic and Manual); and,
2. 12-209 Driver Report Form (**Attachment D**) (Manual only).

Processing a crash form includes validating and updating pre-populated crash data (Electronic Entry) using the DOT&PF's Crash Data Entry System (CDES) or entering the crash data as depicted on a hardcopy form (Manual Entry) within the CDES. While electronic entry includes processing only the 12-200 crash forms, manual entry can include hardcopies of both the 12-200 and 12-209 form.

**DATA ENTRY INSTRUCTIONS:** **Attachment A, Crash Data Entry Instructions**, describes the procedures to access and process electronic and hardcopy (Manual) crash forms. The following summarizes the process followed for each type of form.

**Processing the Electronic 12-200 Law Enforcement Form requires:**

- Opening a 12-200 crash form already loaded and available in the DOT&PF CDES;
- Geo-locating the crash location; and,
- Confirming pre-populated data made by law enforcement.

**Processing hardcopy (Manual) forms requires:**

- Opening Adobe PDF crash forms located within the CDES;
- Selecting a new (blank) crash form in the CDES;
- Populating fields per the Adobe PDF crash form in the new crash form in the CDES;
- Geo-locating the crash location; and,
- Finalizing and committing the crash record to the system.

**DELIVERY OF FORMS TO CONTRACTOR:** Source forms shall be accessed by the contractor within the CDES system. The Contractor shall process forms according to the processing order as seen in the Contractor Requirements section of this ITB.

**Item 1: Electronic Crash Data Entry – Law Enforcement Form 12-200:** DOT&PF receives this form via the TRACS program used by many law enforcement entities across the country. This version of the form will be pre-loaded in the CDES system when a contractor logs into the CDES

**Item 2: Manual Crash Data Entry – Law Enforcement Form 12-200:** DOT&PF will provide the manual entry 12-200 forms to the contractor by uploading pdf crash reports provided to DOT&PF by the State of Alaska, Department of Administration, Division of Motor Vehicles into the CDES crash report list. The manual entry version of this form is mainly from the Anchorage Police Department and other police departments that do not have electronic versions of the crash form. These forms are generally very legible.

**Item 3: Manual Crash Data Entry – Driver Form 12-209:** DOT&PF will provide the manual entry 12-209 forms to the contractor by uploading pdf crash reports provided to DOT&PF by the State of Alaska, Department of Administration, Division of Motor Vehicles into the CDES crash report list. These forms are generally handwritten. If the Contractor encounters difficulty in reading the form, the Contractor will identify the Crash Number or the SR Number and shall notify the DOT&PF Project Manager by email regarding the issue. DOT&PF will complete the entry.

**CONTRACTOR REQUIREMENTS:** Upon award and completion of all contract start up activities as described above, and once the contractor has access to the CDES, the Contractor shall begin entering annual crash data forms as follows.

- a. Fatal & Major crash forms;
  - b. crash forms in the Primary folder;
  - c. Manual crash forms (**See Attachment A, Crash Data Entry Instructions**).
- Review and validate various data points from Item 1, Electronic Crash Form, Law Enforcement Form 12-200. This requires confirming the crash location on a map (Geo-locating) and validating pre-populated crash data. Item 1 forms shall be processed in the order defined above.
  - Key in specific fields from Item 2, Manual Crash Form, Law Enforcement Form 12-200 and Item 3, Manual Crash Form, Driver Form 12-209 into the DOT&PF's CDES. These two forms shall be processed

concurrently, not sequentially. This requires manual data entry and geo-locating the crash on a map within the CDES. Items 2 and 3 shall be processed in the order defined above.

- Meet processing requirements established by DOT&PF. Failure to meet requirements may result in cancellation of the contract. Processing requirements include proper order of entry by year, crash severity, and accurate entry. State staff will be conducting periodic spot checks of the data and will report inaccuracies to the contractor as required.
- Adhere to quality assurance. DOT&PF will conduct frequent spot checks to determine if crash severity, number of vehicles, number of occupants match crash reports. The Contractor is responsible for making corrections within ten (10) business days.
- Provide its own workspace and ensure remote access to the CDES. Access to the CDES and to the file server (access hardcopy crash forms) requires a VPN request form be filled out by each person entering data into the CDES.
- By signature on the contract, the Contractor agrees to abide to the confidentiality policy.
- Provide its own software and hardware needed to complete the tasks.
- Use the preferred browser, Mozilla Firefox.
- Provide weekly reporting of crash forms fully entered.
- Notify DOT&PF Project Manager within five business days if a crash form is difficult to read, or difficult to enter for any reason with the corresponding Crash Number.
- Notify the DOT&PF Project Manager within three to five business days if a crash form is taking longer than normal to process with the corresponding Crash Number.

**STATE REQUIREMENTS:** The DOT&PF shall:

1. Provide training to Contractor as listed above in the Scope of Work.
2. Provide the Contractor with the electronic and hardcopy crash forms as provided to AK DOT&PF from the AK Division of Motor Vehicles.
3. Notify Contractor immediately if errors on the CDES crash forms occur and request that the Contractor take immediate action to prevent further mistakes.
4. Work to efficiently and quickly to process the required VPN requests necessary for the Contractor to access the crash forms and CDES.

**SPECIAL NOTE:**

This contract requires careful attention to detail and data accuracy is of the utmost importance. Potential bidders are asked to closely review **Attachment A, Crash Data Entry Instructions** and ask questions through the procurement process prior to bidding. All questions must be submitted to the Procurement Officer listed on the front page of this ITB.

**EASE OF ENTRY:** While each form is similar in nature, the following describes the ease of entry for each of the required forms.

**Item 1: Electronic Crash Form, Law Enforcement Form 12-200:** This form will generally be much quicker to process than item 2 or 3 as it is fully electronic and is not manually entered.

**Item2: Manual Crash Form, Law Enforcement Form 12-200:** This form is generally about 6-7 pages long depending on the severity of the accident and will usually take more time to process than items 1 or 3. While the form is several pages longer than Item 3, readability is usually better than on item 3.

**Item 3: Manual Crash Form, Driver Form 12-209:** This form is only 2 pages in length and usually lacks enough data to populate over 50% of the fields in the CDES. Crash processors will be able to scroll through the data fields fairly quickly when processing Item 3. While the form is several pages shorter than Item 2, the forms are generally handwritten.

Mapping or Geo-locating crashes will likely add to the processing time as contractor staff may be unfamiliar with Alaska's roadways. While the map tool is designed to quickly zoom to a location as a road name is typed into the search field, contractors must be aware that it will take time to read the crash narrative and the crash location data on a form in order to determine the location of the crash for accurate Geo-locating.

## **SEC. 2.02 CONTRACT TERM**

The length of the contract will be from the date of award, approximately May 6, 2024 through September 30, 2024 with the option to renew for five (5) additional one (1) year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

**No work will begin until a signed Notice to Proceed (NTE) has been issued by the Project Director for each term.**

Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

## **SEC. 2.03 CONTRACT TYPE**

This contract is a Firm Fixed Price contract. **Contingent Upon Federal Funding:** The award of grant funding is subject to the availability of Federal funding. The AHSO reserves the right to incrementally fund any awarded grant at any time during the grant period.

## **SEC. 2.04 PAYMENT FOR STATE PURCHASES**

No payment will be made until the contract is approved by the Administrator of the Alaska Highway Safety Office. 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 payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

## **SEC. 2.05 CONTRACT ADMINISTRATION**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Transportation & Public Facilities, Division of Program Management and Administration.

## **SEC. 2.06 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

**Consumer Price Index (CPI):** Contract prices will remain firm through September 30, 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 for July-December; and July-December 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. **Series ID: CUURS49GSA0,CUUSS49GSA0**

## **SEC. 2.07 CONTRACT PERFORMANCE LOCATION**

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

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

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

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

## **SEC. 2.08 SUBCONTRACTORS**

Subcontractors will not be allowed.

## **SEC. 2.09 JOINT VENTURES**

Joint ventures will not be allowed.

## **SEC. 2.10 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. 2.11 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state 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 products or work received) and may seek associated damages.

## **SEC. 2.12 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 state 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 required state approvals necessary and issued a written contract amendment.

## **SEC. 2.13 CONTINUING OBLIGATION OF CONTRACTOR**

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

## SEC. 2.14 BILLING INSTRUCTIONS

The Contractor must submit monthly invoices. The invoice must identify the Contract No., the billing period, the number of each type of crash forms processed for the billing period, and the offered rate per record.

No payment shall be made until invoices have been reviewed and approved by the Project Manager. Invoices must be submitted to:

**Department of Transportation & Public Facilities  
Data Modernization and Innovation Office (DMIO)  
Attn: Tammy Kramer  
P.O. Box 112500  
Juneau AK 99811-2500**

**INVOICING INSTRUCTIONS:** The following instructions must be followed when submitting invoices for payment.

**Annual Forms:** As seen in the Contractor Requirements section of this ITB, the contractor shall complete the entry of the entry of the annual crash data forms. The contractor shall be compensated at the Per Record Rate offered in response to this ITB.

**Invoicing Example:** Under this example, the contractor processed a total of 1,017 forms during the previous month and would be compensated as seen below:

Item # and Description	Number Processed	Rate Per Record	Total Due
Item 1: Electronic Crash Form-Law Enforcement Form 12-200	219	\$6.45	\$1,412.55
Item2: Manual Crash Form-Law Enforcement Form 12-200	581	\$8.75	\$5,083.75
Item 3: Manual Crash Form: Drive Form 12-209	217	\$5.85	\$1,269.45
<b>Total Amount Due</b>			<b>\$7,765.75</b>

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

## SEC. 2.15 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.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

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

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. 2.16 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. 2.17 INSURANCE**

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

**Proof of insurance is required for the following:**

- 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 occurrence.
- 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 occurrence.

**SECTION 3. BID FORMAT AND CONTENT****SEC. 3.01 BID FORMS**

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

**BIDDER'S CERTIFICATION**

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;

- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

#### **CONFLICT OF INTEREST**

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

### **SEC. 3.02 PRICES**

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

## **SECTION 4. EVALUATION AND CONTRACTOR SELECTION**

### **SEC. 4.01 EVALUATION OF BIDS**

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### **SEC. 4.02 EXTENSION OF PRICES**

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

### **SEC. 4.03 METHOD OF AWARD**

Award will be made to the lowest responsive and responsible bidder.

**Annual Forms:** The state anticipates approximately 10,000 forms will require entry on an annual basis. Pricing for this shall be on a Per Record basis.

### **SEC. 4.04 NOTICE OF INTENT TO AWARD**

After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the

bidder(s) indicated. A copy of the Notice of Intent will be sent to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the procurement officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the procurement officer does so without a contract and at their own risk.

## **SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION**

### **SEC. 5.01 INFORMAL DEBRIEFING**

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

### **SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES**

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders 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 bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license,
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid,
- 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 bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids 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 bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

**SEC. 5.03 AUTHORITY**

This ITB is written in accordance with AS 36.30 and 2 AAC 12.

**SEC. 5.04 COMPLIANCE**

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

**SEC. 5.05 SUITABLE MATERIALS, ETC.**

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

**SEC. 5.06 SPECIFICATIONS**

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

**SEC. 5.07 ORDER DOCUMENTS**

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

**SEC. 5.08 HUMAN TRAFFICKING**

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

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

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

**SEC. 5.09 RIGHT OF REJECTION**

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

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid 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 bidders,
- do not change the meaning or scope of the ITB,
- 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 is determined to be in the state's best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## **SEC. 5.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS**

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

## **SEC. 5.11 DISCLOSURE OF BID CONTENTS**

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid 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 other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

**SEC. 5.12 ASSIGNMENTS**

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. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

**SEC. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**SEC. 5.14 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**SEC. 5.15 DISPUTES**

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

**SEC. 5.16 SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or 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. 5.17 CONTRACT CANCELLATION**

- 1) The state reserves the right to cancel the contract at its convenience upon **30** calendar day's written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

**SEC. 5.18 GOVERNING LAW; FORUM SELECTION**

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**SEC. 5.19 QUALIFIED BIDDERS**

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder 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 ITB.

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

**SEC. 5.20 FEDERALLY IMPOSED TARIFFS**

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

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



- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

## **SEC. 5.21 PROTEST**

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

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or bidder 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 bids.

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 a bidder 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 bid 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 bidders 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."

## SECTION 6. ATTACHMENTS

### SEC. 6.01 ATTACHMENTS

**Attachments:**

- 1) ITB 2524H050 - Attachment A - Crash Data Entry Instructions
- 2) ITB 2524H050 - Attachment B - Confidentiality Acknowledgment Form
- 3) ITB 2524H050 - Attachment C - Law Enforcement Form 12-200 Example
- 4) ITB 2524H050 - Attachment D - Driver Form 12-209 Example
- 5) ITB 2524H050 - Attachment E - Federal Aid Contract Provisions (FHWA)
- 6) ITB 2524H050 - Attachment F - VPN Request Form
- 7) ITB 2524H050 - Attachment G - Submittal Form – **See below. This form must be completed and returned with your bid.**

## BID SCHEDULE

**INSTRUCTIONS:**

The entire Bid Schedule must be filled out completely in order for the bid to be considered responsive. Estimated quantities are for evaluation purposes only. There are no minimum or maximum number of forms to be entered.

**Annual Crash Forms: Enter the Per Record Price for each item.**

Item Number	Description	Estimated Quantity	Offered Price per Record	Annual Cost	Multiplier (4 Year Term)	Total Extended Offered Price
1	Electronic Crash Data Entry – Law Enforcement Form 12-200	2,400				
2	Manual Crash Data Entry – Law Enforcement Form 12-200	5,100				
3	Manual Crash Data Entry – Driver Form 12-209	4,500				
<b>Total Extended Bid Price Offered</b>				\$		

**ATTACHMENT G**  
**Bid Submission Cover Sheet**  
*Revised March 7, 2024***PROJECT INFORMATION**ITB NUMBER: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_**BIDDER INFORMATION**Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tax ID: \_\_\_\_\_  
Alaska Business  
License #: \_\_\_\_\_**CONTACT INFORMATION**

Provide contact information for the individual that can be contacted for clarification regarding this bid:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Telephone \_\_\_\_\_**ADDENDA ACKNOWLEDGEMENT**

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

**CERTIFICATIONS**

No	Criteria	Response*
1	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	The bidder is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> YES <input type="checkbox"/> NO
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> YES <input type="checkbox"/> NO
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

*\* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).*

Number	Clarification

**CONFLICT OF INTEREST STATEMENT**

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a bid non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?

☐ YES ☐ NO

*\* Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

**FEDERAL REQUIREMENTS**

Indicate below all known federal requirements that apply to the bid, it's evaluation, or the resulting contract:

**SIGNATURE**

This bid must be signed by a company officer empowered to bind the company.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_