

**STATE OF ALASKA ITB NUMBER 2526H08
AMENDMENT NUMBER ONE (1)**

AMENDMENT ISSUING OFFICE:



Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Room 350)
Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: August 19, 2025

RFP TITLE: Whittier Tunnel Operations Maintenance - Federally Funded

DUE DATE: September 2, 2025 at 2:00 PM. (Alaska Time)

This is a mandatory return Amendment. *Your bid may be considered non-responsive if this signed amendment is not received [in addition to your bid] by the date and time bids are due.*

Vendor Signature: _____

Date: _____

Printed Name: _____

Offerors Name: _____

The purpose of this Amendment #1 is to:

- **Provide answers to questions received**
- **Provide tunnel specific links**
- **Modify sections of the RFP**

Questions and Answers

Question #1:

Will you please confirm that the requested Letters of Reference don't count toward the 5-page limit of Form B?

Answer #1

No, references don't count towards the 5-page limit.

Question #2:

Page 18 states that Form A must be signed, however, there is no signature block on this form.

Answer #2

Please see Modification #1 for this amendment.

Question #3:

RFP page 7-8, Sec 1.1.2: Will the State please provide the location of the pre-proposal conference for those who wish to attend in person?

Answer #3

The pre-proposal conference is being hosted virtually only with no in person attendance.

Question #4

RFP Page 56, Sec 3.1.2: The State is requesting pricing for a camera at the main tunnel security gate. As this camera will require power and must be mounted to a pole, would AKDOT&PF also like to have a streetlight installed at this location?

Answer #4

Yes. A streetlight will help secure the safety of contractor personnel when opening the tunnel on the dark winter nights.

Question #5

RFP page 56, Sec 3.1.2: Will the radios that the contractor is required to purchase become property of the State of Alaska since these radios are used for "official" EMS and law enforcement business across the state?

Answer #5

Yes. Radios become property of the facility (state).

Question #6

RFP page 56, Sec 3.2.3: Will the turnouts and SCBAs that the contractor is required to purchase become property of the State of Alaska?

Answer #6

Yes. These become property of the facility (state).

Question #7

RFP Page 62 and 159: Will the State clarify whether Railroad Protective Liability Insurance is required for this contract? Page 62 – 5.0 - #6: states the insurance is not required, whereas the following paragraph seems contradictory. If it is not required, will the State please remove the paragraph following bullet #6. Furthermore, Page 159 – B: states Railroad Protective Liability Insurance is only required during construction or reconstruction. Would any of the upcoming rehab projects trigger the need to carry this insurance?

Answer #7

Railroad Protective Insurance must meet the criteria set forth in the Cooperative agreement. It is required for all activities not performed by the Alaska Railroad within 100 feet of the tracks.

Question #8

RFP Appendix B, Pg 164-167: Will the State please confirm that the listed Major Repairs Currently Needed are not to be included in the Base Price Proposal?

Answer #8

These items are not to be included in the base price proposal. They have been addressed or are in the process of being addressed through contracts outside this agreement.

Question #9

RFP Pg 56: RFP states that the contractor shall provide a "price proposal for cameras in the Portal Lake Tunnel and at the main tunnel security gate at the Elephant Ear Pullout". Is this to be included in the base price proposal, or will the State be issuing an addendum that adds line-item pricing for this?

Answer #9

Yes, this should be included in the base price proposal.

Question #10

RFP Pg 56: RFP states that the contractor shall provide a “price proposal for the replacement of the tunnel radios to the new TDMA standard”. Is this to be included in the base price proposal, or will the State be issuing an addendum that adds line-item pricing for this?

Answer #10

Yes, this should be included in the base price proposal. The radios need to meet the TDMA standard.

Question #11

RFP Page 69: Form A is requesting bidders “Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:” Is the State asking for all applicable provisions of the FHWA to be listed?

Answer #11

Offerors are to list any Federal Requirements that they are aware of that apply to this solicitation.

End of Questions and Answers

Tunnel specific links

Please find attached the some of the tunnel specific links:

<https://www.nfpa.org/codes-and-standards/nfpa-502-standard-development/502>

<https://www.fhwa.dot.gov/bridge/inspection/tunnel/tomie/hif15005.pdf>

<https://www.fhwa.dot.gov/bridge/inspection/tunnel/snti/hif15006.pdf>

End of Tunnel specific links

Modifications

Modification #1

RFP Attachment #3 Submittal Form A – Offeror Information is removed in its entirety and replaced with the attached Amendment #1 Attachment #3 Submittal Form A – Offeror Information.

Modification #2

RFP Section 3.19 Insurance requirements is removed in its entirety and replaced with the following language.

SEC. 3.19 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 \$5,000,000.00 combined single limit per occurrence with the following coverages:

- \$5,000,000 each occurrence
- \$5,000,000 Personal Injury Liability
- \$2,000,000 Products/Completed Operations
- \$5,000,000 General Aggregate

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.

Modification #3

RFP Attachment #11 Appendix B2 Indemnity and Insurance is removed in its entirety and replaced with the attached Amendment #1 Attachment #11 Appendix B2 Indemnity and Insurance.

Modification #4

RFP Section 4.04 Experience and Qualifications (Submittal Form B) is removed in its entirety and replaced with the following language.

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.

Offerors must also provide three (3) Letters of reference that include names and phone numbers for similar projects the offeror's firm has completed.

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).

Offerors must provide resumes for those personnel with names and title that will be assigned to complete the project as a separate attachment to Submittal Form B. Resumes will not count against the page limits for this submission.

End of Modifications

Signature:  _____

Date: 8/19/2025 _____

Name: Chris Hunt
Title: Procurement Specialist 5

Modification #1

Attachment #3 SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024 **Amendment #1**

PROJECT INFORMATION

RFP NUMBER: 2526H008
 PROJECT NAME: Whittier Tunnel Operations & Maintenance -Federally Funded

OFFEROR 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 proposal:

Name _____
 Title _____
 Address _____
 Email _____
 Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____
 Name of Position 2 _____
 Name of Position 3 _____
 Name of Position 4 _____
 Name of Position 5 _____

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False

2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	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.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
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.	True False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
15	The offeror 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.	True False
16	The offeror 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.	True False
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
18	Offeror certifies they comply with the laws of the State of Alaska.	True False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

* 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)**.

Section	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 proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the offeror.

Does the offeror, 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 proposal, proposal evaluation, or contract:

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

MODIFICATION #3

ATTACHMENT #11 APPENDIX B2 INDEMNITY AND INSURANCE

APPENDIX B²

INDEMNITY AND INSURANCE **AMENDMENT #1**

Article 1. Indemnification

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

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the 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 **\$5,000,000.00** combined single limit per **occurrence with the following coverages:**

- \$5,000,000 each occurrence**
- \$5,000,000 Personal Injury Liability**
- \$2,000,000 Products/Completed Operations**
- \$5,000,000 General Aggregate**

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.