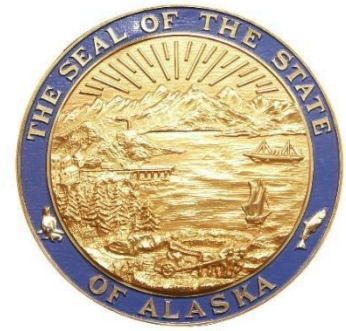


STATE OF ALASKA INVITATION TO BID (ITB)



ROAD WEATHER INFORMATION SYSTEM (RWIS) POWER EQUIPMENT MONITORING, MAINTENANCE & REPAIRS (FEDERALLY FUNDED)

ITB 2526H019

ISSUED SEPTEMBER 12, 2025

ROAD WEATHER INFORMATION SYSTEM (RWIS) POWER EQUIPMENT MONITORING, MAINTENANCE & REPAIRS

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 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	
DIVISION OF PROGRAM MANAGEMENT AND ADMINISTRATION	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	AUTHORIZED SIGNATURE
STACY T. GRIFFITH	PRINTED NAME
PHONE: (907) 269-0658	DATE
EMAIL: STACY.GRIFFITH@ALASKA.GOV	

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Transportation & Public Facilities (DOT&PF) is soliciting bids intended to result in the award of a single contract for Road Weather Information System monitoring, maintenance and repair for remote sites at various locations throughout the state of Alaska.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than 2:00PM Alaska Time on October 6, 2025, 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 meet these minimum prior experience requirements:

- The organization must demonstrate, through the inclusion of resumes, a minimum of (2) two years' experience as a business providing:
 - 1) professional preventative, repair and installation services on propane generators, solar panels, wind turbines, battery banks, and associated electrical and fuel systems.
 - 2) servicing propane generator equipment and solar panels in cold climates, rural settings with no available cellular communication
 - 3) solar panel and peripheral equipment and circuitry work
 - 4) remote monitoring of off grid equipment
- Contractors shall provide with their bid a verifiable listing of three (3) references (including a point of contact and phone numbers) confirming continuous past performance of similar work in the past five (5) years.

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

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. Procurement officer: Stacy Griffith, Email: stacy.griffith@alaska.gov,

SEC. 1.07 SITE INSPECTION

Potential bidders are encouraged to visit a work site so that they can see the conditions under which the work described in this ITB will be performed. **Sterling Highway @ Jean Lake Hill, MP 62.2** will be available for the site inspection as the other sites are similar in nature. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB. To register for the site inspection, contact Isvan Gomez at 907-451-2959.

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 1.06.

SEC. 1.08 RETURN INSTRUCTIONS

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

Department of Transportation & Public Facilities
Division of Program Management and Administration
Attention: Stacy Griffith
Invitation To Bid (ITB) Number: 2526H019
ITB Title: Road Weather Information System (RWIS) Power Equipment Monitoring,
Maintenance & Repairs (Federally Funded)
2200 E 42nd St. Room 110
Anchorage, Alaska 99508

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

Department of Transportation & Public Facilities
Attention: Stacy Griffith
2200 E 42nd St. Room 110
Anchorage, Alaska 99508

Faxed or oral proposals will not be accepted, however electronic emailed submissions are acceptable. If submitting your bid via email, the entire bid may be emailed to dotcrprocurement@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 **10mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 10 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Like 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 bids.

It is the bidder's responsibility to contact the issuing agency at (907) 269-0796 or (907) 269-0811 to confirm that the entire bid has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.09 ASSISTANCE TO BIDDERS WITH A DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than ten days prior to the closing of the bid to make any necessary arrangements.

SEC. 1.10 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. 1.11 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. 1.12 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 Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		Sept 12, 2025
Deadline for Receipt of Bids / Bid Due Date	2:00pm	Oct 6, 2025
Bid Evaluations Complete		Oct 8, 2025
Notice of Intent to Award		Oct 9, 2025
Contract Issued		Oct 20, 2025

This ITB 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 and Public Facilities, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 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. 1.14 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. 1.15 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

SEC. 1.16 FEDERAL CONTRACT PROVISIONS

Required Contract Provisions for Federal-Aid Contracts, Form Federal Aid Provisions (FHWA) pages 1 through 13 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 Highways Administration (FHWA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

SEC. 1.17 STATEMENT OF FINANCIAL ASSISTANCE:

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

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

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK – LOT #1

The Alaska Department of Transportation and Public Facilities, (DOT&PF) requires maintenance, monitoring, troubleshooting and as needed repairs at 7 RWIS locations with on-site power generation and storage.

- The Contractor will complete bi-annual power supply equipment preventative maintenance and identify any *As Needed Repairs* to the DOT&PF Project Manager at the awarded RWIS lot.
- Daily remote monitoring using the State’s installed notification system of the generator, voltages, battery banks, solar and other associated components.
- Submission of a site status report, provided by the Project Manager, will occur on Monday’s and Thursday’s, unless a change is agreed upon between the Contractor and Project Manager.
- Responding to notifications and making As Needed Repairs and installation services to the seven (7) remote power supply lots listed in **Table A**.
- The Mitkof Hwy. @ Blaquiére Point site in Petersburg, Alaska may require As Needed Repairs as identified in **Task 3**.
- Prior to any As Needed Work or purchasing of equipment, the contractor will submit a proposal including all costs necessary to fully complete the As Needed Work, to the Project Manager and must receive approval prior to purchasing any parts or beginning any work.

TABLE A – Lot #1 Overview of Sites

Remote Power Supply Sites	Current Power Source Model
1. Klondike Highway @ US/Canadian Border MP 14.9	Polar Power 8340K-WG972-A
2. Seward Highway @ Turnagain Pass, MP 69.9	Polar Power 8340K-WG972-A
3. Seward Highway @ Divide, MP 12	TEG Gentherm 5060L
4. Parks Highway @ Little Coal Creek, MP 163.2	TEG Gentherm 5060L-12-SI-SO
5. Richardson Highway @ Tsina River, MP 37.25	Polar Power 8340K-WG972-A
6. Sterling Highway @ Jean Lake Hill, MP 62.2	TEG Gentherm 5060L-12-SI-SO
7. Mitkof Highway @ Blaquiére Point, Petersburg, AK. MP 45.7	Solar Power Generation

Detailed Equipment List for each site – Lot #1

Klondike Highway @ US/Canadian Border MP 14.9

- Propane-power generation: Polar Power Propane Generator - 8340K-WG972-A
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: Six Rolls AGM 8D R12-260AGM batteries, 24-VDC system

- Solar charging and battery-bank controls: Outback FM60 Controller, Mate3s, Outback VFXR series Inverter/Charger
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- 500 Gallon Underground Propane tank & (2) 120 Gallon Above ground tanks
- Starlink

Note: This site requires a current passport to access.

Seward Highway @ Turnagain Pass, MP 69.9

- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels (one damaged)
- CR1000X Data Logger
- CH201 Smart Charger
- SDM-CD8S 8-Channel Solid State DC Controller
- Trendnet Unmanaged Ethernet Switch
- Microhard BulletPlus-NA2 Cellular Modem/Wireless Router
- MorningStar Tristar MPPT 60 Solar Charging System Controller
- Propane storage: 1,000 Gallon Underground Propane tank

Seward Highway @ Divide, MP 12

- Propane-power generation: TEG Gentherm 5060L, Serial number: 5060-9262-U1A
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: 4 Trojan AGM 8D batteries, 24-VDC system
- Solar charging and battery-bank controls: Outback MX60 Controller, Outback VFX series Inverter/Charger
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 1,000 Gallon Underground Propane tank

Parks Highway @ Little Coal Creek, MP 163.2

- Propane-power generation: TEG Gentherm 5060L-12-SI-SO Generator
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: Eight AGM ROLLS 6V 415AH batteries, 24-VDC system
- Solar charging and battery-bank controls: Outback FM60 Controller, GoPower 300W OP-SW300 Inverter/Charger
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 500 Gallon Propane tank

Richardson Highway @ Tsina River, MP 37.25

- Propane-power generation: Polar Power Propane Generator 8340K-WG972-A, S/N: 010120200003
- Solar-power generation: Four Canadian Solar CS3U-375MB-AG panels, 1,500 watt system
- Battery bank power storage: Twelve SLI27AGM X2 Batteries, 24-VDC system

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- Solar charging and battery-bank controls: Midnite Classic 150 Controller, Cotek SP-700 Inverter/Charger
- Power-system monitoring: GWS (Campbell Scientific) system, using mainly existing sensors
- Communications: Shared through cellular RWIS modem/router
- Propane storage: 250 Gallon Underground Propane tank

Sterling Highway @ Jean Lake Hill, MP 62.2

- Propane-power generation: TEG Gentherm 5060L, Model No. 5060L-12-SI-SO, System Serial No. 5060- 9262-U1A
- Solar-power generation: 6-Kyocera 120 W solar photovoltaic (PV) panels
- Battery bank power storage: Twelve Rolls AGMS2-1275 2-VDC Batteries - 12-VDC system
- Solar charging and battery-bank controls: VFX series Inverter/Charger - SN# FND07734, FM60 Controller, Mate3s interface
- Power-system monitoring: Campbell Scientific system, using mainly existing sensors
- Propane storage: 1,000 Gallon Underground Propane tank

Mitkof Highway @ Blaquiére Point, MP 33 Petersburg, AK.

- Wind-power generation: ASPRS W10 Wind Turbine
- Solar-power generation: no information available
- Battery bank power storage: no information available
- Solar charging and battery-bank controls: no information available
- Power-system monitoring: Only source of power information is system battery voltage from Campbell Scientific CR6 datalogger
- Communications: RWIS station cellular service
- Propane storage: not applicable
- Other: Portable Honda 1K generator, extended fuel tank

REQUIREMENTS – LOT #1

1) **Project Coordination Meeting:** Within two (2) weeks of award of the contract, the Contractor and DOT&PF Project Manager or designee will discuss upcoming or future work required.

2) **Electrical Work:** Some work may require a licensed electrician. The Contractor's electrician will follow all safety industry practices.

3) **Trip Log:** The Contractor must maintain a trip report log. These trip report logs will be emailed to the DOT&PF Project Manager within three (3) business days of site visit. The trip report log will include (but not limited to): sites visited, all work completed, and work still needed to be done at a later date.

4) **Site Reporting:** The Contractor will report down time via email to the DOT&PF Project Manager. Possible down time could be due to, but not limited to road maintenance, vandalism, natural disasters, theft, or accidents. The Contractor shall report and document with photos acts of vandalism or dumping of trash at the site to the DOT&PF Project Manager via email.

5) **Advance Notice:** DOT&PF is responsible for snow removal at the power supply sites. If there is a potential of encountering snow at the site, the Contractor must provide ample notice to the Project Manager prior to traveling to the site. The DOT&PF Project Manager will contact the local DOT&PF maintenance station to request clearing the area.

6) **Replacement Parts and Preventative Maintenance Items:** The Contractor may be required to recommend, furnish and install replacement parts and preventative maintenance kits and/or parts. If the Contractor is unable to access replacement parts from the installed equipment manufacturer, the Contractor may recommend parts from other manufacturers of equal or better quality. The Contractor will submit a proposal including all costs necessary to fully complete the work to the Project Manager and receive approval to proceed prior to purchasing any parts or beginning any work.

7) **Replacement Equipment:** The Contractor will recommend, furnish and install equipment or replacement equipment necessary to repair or replace the power generator or to perform minor equipment upgrades. Remanufactured / reconditioned equipment is acceptable with prior approval of the DOT&PF Project Manager. (Remanufactured / reconditioned equipment is defined as used equipment that has been remanufactured / reconditioned and restored to new condition. All remanufactured / reconditioned equipment must have the same warranty as new equipment and be certified as maintainable by its manufacturer.) The Contractor will submit a proposal including all costs necessary to fully complete the work to the Project Manager and receive approval to proceed prior to purchasing any parts or beginning any work.

8) **Cost Reimbursement of Parts & Equipment:** DOT&PF will reimburse the Contractor costs for parts and equipment. All parts and equipment shall be reimbursed at the manufacturer/supplier's actual cost. No Contractor markup of parts will be accepted. Prior written approval by the DOT&PF Project Manager is required for all purchases of all parts, equipment and maintenance items. The Contractor must submit actual cost receipts with their invoice for reimbursement. No items will be reimbursed without receipts.

9) **Contractor Coordination:** The Contractor will coordinate with the current DOT&PF Statewide RWIS ESS maintenance Contractor prior to conducting any repairs and/or equipment installation. The DOT&PF Project Manager will provide that Contractor's contact information.

TASKS AND DELIVERABLES – LOT #1

TASK 1 - Bi-annual Preventative Maintenance Site Visits and Assessment

The Contractor will provide and include in their Task 1 costs, all labor, supervision, transportation, equipment, tools and parts to complete bi-annual work performed under the resulting contract. Under certain circumstances, DOT&PF may provide labor assistance, following prior approval of the DOT&PF Project Manager and their notification to the Contractor.

The Contractor shall provide the following preventative maintenance tasks at listed RWIS sites:

1. Perform site visits two (2) times per year, once in the fall and once in the spring. (Dates are flexible but should be approximately every six months). Site visits will be coordinated with and approved by the Project Manager.
2. Follow manufacturers recommended oil changes, maintenance, cleaning and inspection instructions for active power supply equipment including cleaning of solar panels.
3. Inspect electrical systems and batteries.
4. Keep the inside area and immediate outside area clean of fluids and material related to the operation of the power supply.
5. Report potential problems relating to the equipment to the Project Manager.

6. Maintain a log in the power supply facility at all times recording the date of visit, what was done, and who conducted the visit.
7. Recommend and provide cost estimates for any Task 3, As Needed Repairs.

Deliverables

The Contractor must submit a site assessment report, provided by the DOT&PF Project Manager for each awarded lot, including photos and propane levels at each of the bi-annual preventative maintenance site visits. The first site assessment visit must be completed within four (4) months of contract award. The contractor will provide the DOT&PF Project Manager with a cost estimate for any recommended As Needed Repairs to be scheduled.

Tasks 2: Monitoring

No monitoring is being done at Mitkof Hwy. @ Blaquiere Point.

The Contractor will provide daily remote monitoring through a link provided by the DOT&PF Project Manager to access the states monitoring system. Monitoring examples include but are not limited to components such as generators, battery banks, voltages, solar and any other associated equipment to quickly identify and address power failures. The Contractor will respond to notifications Monday through Friday from 7:00 AM to 5:00 PM, excluding holidays. The contractor can set up alarm points based on preset parameters, so continuous screen monitoring is not required.

If a notification requires action, the Contractor will immediately notify the DOT&PF Project Manager. The Contractor will first attempt to resolve the issue remotely. If remote resolution fails, the Project Manager will contact Maintenance and Operations (M&O). If the issue remains unresolved and requires a site visit, the Contractor must obtain approval from the Project Manager before proceeding.

Monitoring Deliverables

Submit monthly invoice and summary report to the DOT&PF Project Manager.

Tasks 3: As Needed Work

All work described in the following **Tasks 3** is considered as needed work. No as needed work may commence without a prior written approval from the DOT&PF Project Manager.

The Contractor will provide as-needed repair and maintenance services for the remote power supply sites associated power supply, electrical and fuel systems, batteries, and attachments such as solar panel(s) at the direction of the DOT&PF Project Manager.

When a site fails or needs attention, and the DOT&PF is the first to identify the problem, the DOT&PF Project Manager may contact the Contractor and request their troubleshooting of the site remotely to diagnose the problem. If remote troubleshooting is not possible, the DOT&P Project Manager will first work with the local DOT&PF Maintenance and Operations (M&O) personnel to request their assistance in visiting the site and reporting back their observations. Local M&O may check the propane level in the tank, condition of the batteries, oil level, or the communications modem and assist the DOT&PF Project Manager in determining if an onsite visit by the Contractor is necessary.

After the troubleshooting is complete, within three (3) days the Contractor will report the cause of the site failure to the DOT&PF Project Manager. Verbal reporting must be followed up with a written (email) report detailing either the fix that was done or the pending repair work needed to bring the site back online. If the site needs additional work, the report will include recommendations. If any equipment replacements or upgrades are needed the Contractor will submit a cost estimate via email, a firm time schedule for accomplishing the work and a firm price based on the hourly rates identified in the offeror's Bid Schedule.

The Contractor will proceed in the following manner:

1. Respond to the DOT&PF Project Manager's troubleshooting request (via phone or email) within 24 hours.
2. The Contractor will then troubleshoot remotely if possible. If the Contractor's diagnosis cannot be determined remotely, the DOT&PF Project Manager will work with DOT&PF M&O staff to gather site observations. The DOT&PF may report the observations to the Contractor.
3. If an on-site troubleshoot is necessary, the Contractor will travel to the site for diagnosis upon request from the DOT&PF Project Manager.
4. Once diagnosed, the Contractor will work with the DOT&PF Project Manager to develop a plan for the site outage and provide a cost estimate for labor and materials within three (3) business days.
5. The Contractor will proceed with ordering parts and/or performing repairs within three (3) business days only after written approval by the DOT&PF Project Manager. The DOT&PF Project Manager must be advised of when the parts will arrive or if parts are on 'back order'.
6. The Contractor will invoice DOT&PF after repairs are complete within 30 days of service date. Invoices shall indicate actual hours worked, the contract rate and itemized parts and materials with actual receipts. Payment shall be made within 30 days of approval of invoice by the DOT&PF Project Manager.
7. The Contractor will maintain a detailed trip report log of each power supply facility at all times recording the date of site visit, the work completed, and the contract personnel conducting the work.
8. The Contractor will submit summary report of repair work and equipment replacement to the DOT&PF Project Manager electronically following completion of services.

Deliverables

Complete work and submit summary report (with photos) of repair work and equipment replacement to the DOT&PF Project Manager following completion of services.

SEC. 2.02 SCOPE OF WORK – LOT #2

The Alaska Department of Transportation and Public Facilities (DOT&PF) requires, after the initial visit, biennial (once every two years) maintenance, troubleshooting, and as-needed repairs at seven (7) Mini-RWIS locations with on-site power generation and storage.

- The Contractor will complete biennial power supply equipment preventative maintenance and identify any *As Needed Repairs* to the DOT&PF Project Manager at the awarded RWIS location.
- Submission of a site status report, provided by the Project Manager, will occur

ROAD WEATHER INFORMATION SYSTEM (RWIS)
POWER EQUIPMENT MONITORING, MAINTENANCE &
REPAIRS (FEDERALLY FUNDED)

- Responding to notifications and making As Needed Repairs and installation services to the seven (7) remote power supply lots listed in **Table B**.
- Prior to any As Needed Work or purchasing of equipment, the contractor will submit a proposal including all costs to the Project Manager and must receive approval prior to purchasing any parts or beginning any work.

TABLE B – Lot #2 Overview of Sites

Remote Power Supply Sites	
1.	Chena Hot Springs Road @ Roberts Roost Road
2.	Alaska Highway @ MP 1285 (inside the rest stop)
3.	Tok Cutoff @ MP 18.5 (east side of Tulsona Creek Bridge, behind a guardrail)
4.	Glenn Highway @ MP 106 (behind a guardrail)
5.	Hatcher Pass @ MP 15 (behind a guardrail)
6.	Seward Highway @ MP 98.5 (installed on a signpost on a walking/bike path)
7.	Seward Highway @ MP 113.5 (installed on road signpost (Telespar), behind guardrail)

Detailed Equipment List for each site – Lot #2

Major components of mini-RWIS sites.

Equipment Name	Manufacturer	Description
Mini-RWIS with CR310-Cell205 Datalogger	Campbell Scientific, Inc.	Datalogger with built-in cellular modem
05103-L16	R.M. Young (sold by Campbell Scientific)	Wind Speed and Direction Sensor
SI-4HR-SS	Apogee Instruments	Road Surface Infrared Radiometer Sensor
HygroVUE5-10	Campbell Scientific, Inc.	Air Temperature and Relative Humidity Sensor
CCFC-R2	Campbell Scientific, Inc.	Low Power Field Camera
CH200	Campbell Scientific, Inc.	Smart Regulator and Power Sensor
SP50-L10	Ameresco	50-Watt Solar Panel with 10 ft cable
Pelican Case	Pelican	Durable plastic battery box used at five sites
E64358 Battery Box	Stahlin	Vented battery box used at two sites
Concord Battery	Concord	104 Ahr Battery
Stark Battery	Stark Energy	125 Ahr Battery
Kalifix Breakaway Post System	Kalitec	Mounting Pole used for mounting mini-RWIS sensors, enclosures, solar panels

REQUIREMENTS -LOT #2

- 1) **Project Coordination Meeting:** Within two (2) weeks of award of the contract, the Contractor and DOT&PF Project Manager will discuss upcoming or future work required.
- 2) **Electrical Work:** Some work may require a licensed electrician. The Contractor's electrical contractor will follow all safety industry practices.
- 3) **Trip Log:** The Contractor must maintain a trip report log. These trip report logs will be emailed to the DOT&PF Project Manager within three (3) business days of site visit. The trip log will include (but not limited to): sites visited, all work completed, photos of site, and work still needed to be done at a later date.
- 4) **Site Reporting:** The Contractor will report down time via email to the DOT&PF Project Manager. Possible down time could be due to, but not limited to road maintenance, vandalism, natural disasters, theft, or accidents. The Contractor shall report and document with photos acts of vandalism or dumping of trash at the site to the DOT&PF Project Manager via email.
- 5) **Advance Notice:** DOT&PF is responsible for snow removal at the power supply sites. If there is a potential of encountering snow at the site, the Contractor must provide ample notice to the Project Manager prior to traveling to the site. The DOT&PF Project Manager will contact the local DOT&PF maintenance station to request clearing the area.
- 6) **Replacement Parts and Preventative Maintenance Items:** The Contractor may be required to recommend, furnish and install replacement parts and preventative maintenance kits and/or parts. If the Contractor is unable to access replacement parts from the installed equipment manufacturer, the Contractor may recommend parts from other manufacturers of equal or better quality. The Contractor will submit a proposal including all costs necessary to fully complete the work to the Project Manager and receive approval to proceed prior to purchasing any parts or beginning any work.
- 7) **Replacement Equipment:** The Contractor will recommend, furnish and install equipment or replacement equipment necessary to repair or replace the power generator or to perform minor equipment upgrades. Remanufactured / reconditioned equipment is acceptable with prior approval of the DOT&PF Project Manager. (Remanufactured / reconditioned equipment is defined as used equipment that has been remanufactured / reconditioned and restored to new condition. All remanufactured / reconditioned equipment must have the same warranty as new equipment and be certified as maintainable by its manufacturer.) The Contractor will submit a proposal including all costs necessary to fully complete the work to the Project Manager and receive approval to proceed prior to purchasing any parts or beginning any work.
- 8) **Cost Reimbursement of Parts & Equipment:** DOT&PF will reimburse the Contractor costs for parts and equipment. All parts and equipment shall be reimbursed at the manufacturer/supplier's actual cost. No Contractor markup of parts will be accepted. Prior written approval by the DOT&PF Project Manager is required for all purchases of all parts, equipment and maintenance items. The Contractor must submit actual cost receipts with their invoice for reimbursement. No items will be reimbursed without receipts.
- 9) **Contractor Coordination:** The Contractor will coordinate with the current DOT&PF Statewide RWIS ESS maintenance Contractor prior to conducting any repairs and/or equipment installation. The DOT&PF Project Manager will provide that Contractor's contact information

TASKS AND DELIVERABLES - LOT#2

TASK 1 - Biennial Preventative Maintenance Site Visits and Assessment

The Contractor will provide and include in their Task 1 costs, all labor, supervision, transportation, equipment, tools and parts to complete annual work performed under the resulting contract. Under certain circumstances, DOT&PF may provide labor assistance, following prior approval of the DOT&PF Project Manager and their notification to the Contractor. The Contractor shall provide the following preventative maintenance tasks at listed Lot #2 Mini- RWIS sites:

1. Perform one (1) biennial (once every two years) site visit, once in the fall or once in the spring. (Dates are flexible but should be approximately every 24 months). Site visits will be coordinated with and approved by the Project Manager.
2. Follow manufacturers recommended, maintenance, cleaning and inspection instructions for active power supply equipment including cleaning of solar panels.
3. Inspect electrical systems and batteries. Take mandatory photos, four sides of station (N, S, E, W), and inside of each enclosure (battery box, datalogger case, sensor housings).
4. Keep the enclosure area and immediate outside area clean of fluids and material related to the operation of the power supply.
5. Report potential problems relating to the equipment to the project manager.
6. Maintain a log in the power supply facility at all times recording the date of visit, what was done, and who conducted the visit.
7. Recommend and provide cost estimates for any Task 3, As Needed Repairs.

Deliverables

The contractor must submit a site assessment report, provided by the DOT&PF Project Manager for each awarded lot, including photos at each of the biennial (once every two years), preventative maintenance site visits within three (days) of site visit. The contractor will provide the DOT&PF Project Manager with a cost estimate for any recommended As Needed Repairs to be scheduled.

Tasks 2: Monitoring

The Contractor will provide bi-weekly remote monitoring through a link provided by the DOT&PF Project Manager to access the state's monitoring system. Monitoring examples include but are not limited to components such as battery banks, voltages, solar and any other associated equipment to quickly identify and address power failures. The Contractor will respond to notifications Monday through Friday from 7:00 AM to 5:00 PM, excluding holidays. The Contractor can set up alarm points based on preset parameters, so continuous screen monitoring is not required. If a notification requires action, the Contractor will immediately notify the DOT&PF Project Manager. The Contractor will first attempt to resolve the issue remotely. If remote resolution fails, the Project Manager will contact Maintenance and Operations (M&O). If the issue remains unresolved and requires a site visit, the contractor must obtain approval from the Project Manager before proceeding.

Monitoring Deliverables

Submit monthly invoice and summary report to the DOT&PF Project Manager.

Tasks 3: As Needed Work

All work described in the following **Tasks 3** is considered as needed work. No as needed work may commence without prior written approval from the DOT&PF Project Manager.

The Contractor will provide as-needed repair and maintenance services for the mini-RWIS sites associated power supply, electrical, batteries, and attachments such as solar panel(s) at the direction of the DOT&PF Project Manager.

When a site fails or needs attention, and the DOT&PF is the first to identify the problem, the DOT&PF Project Manager may contact the Contractor and request their troubleshooting of the site remotely to diagnose the problem. If remote troubleshooting is not possible, the DOT&P Project Manager will first work with the local DOT&PF Maintenance and Operations (M&O) personnel to request their assistance in visiting the site and reporting back their observations. Local M&O may check the propane level in the tank, condition of the batteries, oil level, or the communications modem and assist the DOT&PF Project Manager in determining if an onsite visit by the Contractor is necessary.

After the troubleshooting is complete, within three (3) days the Contractor will report the cause of the site failure to the DOT&PF Project Manager. Verbal reporting must be followed up with a written (email) report detailing either the fix that was done or the pending repair work needed to bring the site back online. If the site needs additional work, the report will include recommendations. If any equipment replacements or upgrades are needed the Contractor will submit a cost estimate via email, a firm time schedule for accomplishing the work and a firm price based on the hourly rates identified in the offeror's Bid Schedule.

The Contractor will proceed in the following manner:

All work described in the following **Tasks 3** is considered as needed work. No as needed work may commence without a prior written approval from the DOT&PF Project Manager.

The Contractor will provide as-needed repair and maintenance services for the mini-RWIS sites associated power supply, electrical, batteries, and attachments such as solar panel(s) at the direction of the DOT&PF Project Manager.

When a site fails or needs attention, and the DOT&PF is the first to identify the problem, the DOT&PF Project Manager may contact the Contractor and request their troubleshooting of the site remotely to diagnose the problem. If remote troubleshooting is not possible, the DOT&P Project Manager will first work with the local DOT&PF Maintenance and Operations (M&O) personnel to request their assistance in visiting the site and reporting back their observations. Local M&O may check the propane level in the tank, condition of the batteries, oil level, or the communications modem and assist the DOT&PF Project Manager in determining if an onsite visit by the Contractor is necessary.

After the troubleshooting is complete, within three (3) days the Contractor will report the cause of the site failure to the DOT&PF Project Manager. Verbal reporting must be followed up with a written (email) report detailing either the fix that was done or the pending repair work needed to bring the site back online. If the site needs additional work, the report will include recommendations. If any equipment replacements or upgrades are needed

the Contractor will submit a cost estimate via email, a firm time schedule for accomplishing the work and a firm price based on the hourly rates identified in the offeror's Bid Schedule.

The Contractor will proceed in the following manner:

1. Respond to the DOT&PF Project Manager's troubleshooting request (via phone or email) within 24 hours.
2. The Contractor will then troubleshoot remotely if possible. If the Contractor's diagnosis cannot be determined remotely, the DOT&PF Project Manager will work with DOT&PF M&O staff to gather site observations. The DOT&PF may report the observations to the Contractor.
3. If an on-site troubleshoot is necessary, the Contractor will travel to the site for diagnosis upon request from the DOT&PF Project Manager.
4. Once diagnosed, the Contractor will work with the DOT&PF Project Manager to develop a plan for the site outage and provide a cost estimate for labor and materials within three (3) business days.
5. The Contractor will proceed with ordering parts and/or performing repairs within three (3) business days only after written approval by the DOT&PF Project Manager. The DOT&PF Project Manager must be advised of when the parts will arrive or if parts are on 'back order'.
6. The Contractor will invoice DOT&PF after repairs are complete within 30 days of service date. Invoices shall indicate actual hours worked, the contract rate and itemized parts and materials with actual receipts. Payment shall be made within 30 days of approval of invoice by the DOT&PF Project Manager.
7. The Contractor will maintain a detailed trip report log of each power supply facility at all times recording the date of site visit, the work completed, and the contract personnel conducting the work.
8. The Contractor will submit summary report of repair work and equipment replacement to the DOT&PF Project Manager electronically following completion of services.

Deliverables

Complete work and within three (3) days submit summary report with photos of repair work and equipment replacement to the DOT&PF Project Manager following completion of services.

Other Items

Additional Sites

Additional remote power supply sites may be added to the contract by written amendment issued by the Procurement Officer. Contract rate(s) will apply.

1. Site Cancellation

Sites may be decommissioned. DOT&PF reserves the right to cancel service to any power supply site in whole or in part at any time throughout the term of the contract.

2. Completion of Service

Site work shall be accepted and deemed complete for payment once the equipment performs in compliance with the manufacturer's published performance specifications.

There are 2 Lots - bidders must bid on all items within both lots.

SEC. 2.03 CONTRACT TERM

The length of the contract will be from the date of award, approximately October 20, 2025, through September 30, 2026, with the option to renew for four (4) 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.

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. 2.04 CONTRACT TYPE

This contract is a firm fixed price contract, with adjustments.

SEC. 2.05 PAYMENT FOR STATE PURCHASES

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

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.

SEC. 2.06 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.07 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the project manager, Isvan Gomez at 907-451-2959, or person appointed by the Department of Transportation, Division of Program Management and Administration.

SEC. 2.08 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 Sept 30, 2026

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 HALF1 (January through June 2025) and each HALF1 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.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed are listed in Table A and Table B above.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their bid, the bidder certifies that all services provided under this contract by the contractor 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. 2.10 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

SEC. 2.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.13 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. 2.14 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. 2.15 EQUIPMENT INSPECTION

Equipment offered (including for lease) may be subject to inspection and approval by the state. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.16 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.17 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 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. 2.18 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. 2.19 BILLING INSTRUCTIONS

All invoices produced by the contractor must be emailed to the Project Manager - Isvan.gomez@alaska.gov

Invoices for bi-annual preventive maintenance done twice a year must be separate from as needed repair invoices.

The state will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the DOT&PF Project Manager.

SEC. 2.20 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. 2.21 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 and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- 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 to 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. There are two (2) lots, to be considered responsive, bidders must bid on all items within both lots.

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 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. 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. 5.02 AUTHORITY

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

SEC. 5.03 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. 5.04 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. 5.05 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. 5.06 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

SEC. 5.07 CONTRACTOR SITE INSPECTION

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid 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. 5.08 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. 5.09 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: <https://2021-2025.state.gov/trafficking-in-persons-report/>

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

SEC. 5.10 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. 5.11 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon 30 calendar days 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 provided 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. 5.19 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. 5.20 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. 5.21 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. 5.22 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) Attachment #1 - Federal Aid Contract Provisions (FHWA)
- 2) Attachment #2 - Bid Schedule
- 3) Attachment #3 – Bid Submission Cover Sheet
- 4) Attachment #4 - Material Submittal for Buy American Compliance Form
- 5) Attachment #5 – Certificate of Buy American Act Compliance Form
- 6) Attachment #6 – Standard Contract Form

BID RESPONSE CHECKLIST ITEMS:

- Completed and signed Front Page of this ITB (page 1)
- Bid Submission Cover Sheet (Attachment 3)
- Bid Schedule (Attachment #2)
- Certificate of Buy America Act Compliance (Attachment #5) **Complete, sign and submit with bid**
- Sign and submit all mandatory return amendments issued to this ITB (As applicable)
- References & resume (completed and submitted with bid)
- Proof of Valid passport required for Lot 1 - Klondike Hwy. @ US/Canadian Border
- Prior Experience requirements in Section 1.04 – Prior Experience Narrative statement addressing how the bidder meets each Prior Experience requirement.

This checklist is not intended to be an all-inclusive list for all requirements of the ITB. It is the offerors responsibility to ensure all required items and information are addressed in their Bid.

**ROAD WEATHER INFORMATION SYSTEM (RWIS)
POWER EQUIPMENT MONITORING, MAINTENANCE &
REPAIRS (FEDERALLY FUNDED)**



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

FHWA-1273 -- Revised May 1, 2012
Supplement , Cargo Preference Act – Effective February 15, 2016

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials

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

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

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should

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represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

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

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

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

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

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

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

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

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

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

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

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Attachment #2 - ITB #2525H007 - Bid Schedule Lot #1				
Bidder Name:				
In order to be responsive, bidders must bid on all items in both lots.				
Bi-Annual Preventative Maintenance				
Include all administrative, travel, tools, equipment and labor costs with your bi-annual preventative maintenance costs. Annual costs will be for two (2) site visits per year.				
The annual amount for these bi-annual services will apply to the initial term, and four (4) annual renewal options.				
Monthly Remote Monitoring				
Remote Monitoring of RWIS sites from Monday through Friday from 7:00 am to 5:00 pm, excluding holidays.				
Remote Monitoring Services to be billed monthly.				
As Needed Services				
The State may require unscheduled and unanticipated visits to the RWIS sites to perform services such as troubleshooting, repair and equipment upgrades. Please enter a flat rate per site visit. The flat rate will include all personnel and transportation costs for a round trip visit to the site. Hourly rates will apply in addition to the flat rate for as needed site visit.				
All as needed services may commence only after a quote is submitted and written approval received from the project manager. Quotes will reflect the flat rate per site visit, and hourly rates submitted in this bid.				
Klondike Hwy. @ US/Canadian Border	Quantity	Unit	Description	Unit Price
Bi-Annual Preventative Maintenance (Twice a Year)	2	Visits	Bi-Annual Services	
Remote Monitoring	12	Month	Monitoring	
As Needed Services - Site Visit	1	Each	As Needed Site Visit	
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate	
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate	
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate	
Total:				
Seward Hwy. @ Turnagain Pass (Twice a Year)	Quantity	Unit	Description	Unit Price
Bi-Annual Preventative Maintenance	2	Visits	Bi-Annual Services	
Remote Monitoring	12	Month	Monitoring	
As Needed Services - Site Visit	1	Each	As Needed Site Visit	
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate	
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate	
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate	
Total:				
Seward Hwy. @ Divide (Twice a Year)	Quantity	Unit	Description	Unit Price
Bi-Annual Preventative Maintenance	2	Visits	Bi-Annual Services	
Remote Monitoring	12	Month	Monitoring	
As Needed Services - Site Visit	1	Each	As Needed Site Visit	
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate	
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate	
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate	
Total:				

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Parks Hwy. @ Little Coal Creek (Twice a Year)	Quantity	Unit	Description	Unit Price	Total (Qty x Unit)
Bi-Annual Preventative Maintenance	2	Visits	Bi-Annual Services		
Remote Monitoring	12	Month	Monitoring		
As Needed Services - Site Visit	1	Each	As Needed Site Visit		
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate		
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate		
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate		

Total:

Richardson Hwy. @ Tsina River (Twice a Year)	Quantity	Unit	Description	Unit Price	Total (Qty x Unit)
Bi-Annual Preventative Maintenance	2	Visits	Bi-Annual Services		
Remote Monitoring	12	Month	Monitoring		
As Needed Services - Site Visit	1	Each	As Needed Site Visit		
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate		
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate		
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate		

Total:

Sterling Hwy. @ Jean Lake Hill (Twice a Year)	Quantity	Unit	Description	Unit Price	Total (Qty x Unit)
Bi-Annual Preventative Maintenance	2	Visits	Bi-Annual Services		
Remote Monitoring	12	Month	Monitoring		
As Needed Services - Site Visit	1	Each	As Needed Site Visit		
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate		
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate		
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate		

Total:

Mitkof Hwy. @ Blaquiére Point (Twice a Year)	Quantity	Unit	Description	Unit Price	Total (Qty x Unit)
Bi-Annual Preventative Maintenance	2	Visits	Bi-Annual Services		
As Needed Services - Site Visit	1	Each	As Needed Site Visit		
As Needed Services - Hourly Electrician Rate	1	Hour	Electrician Rate		
As Needed Services - Hourly Mechanic Rate	1	Hour	Mechanic Rate		
As Needed Services - Hourly Laborer Rate	1	Hour	Laborer Rate		

Total:

ROAD WEATHER INFORMATION SYSTEM (RWIS)
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Attachment #2 - ITB #2526H019 - Bid Schedule - Lot #2 (Mini-RWIS)
Bidder Name:

This solicitation will be awarded by Lot. Bidders must bid on both Lots. In order to be responsive, bidders must bid on all items in a Lot. Awards will be made by lot to the lowest responsible, responsive bids for each Lot.

Task 1: - Biennial Preventative Maintenance (Every 2 yrs)

Include all administrative, travel, tools, equipment and labor costs with your biennial preventative maintenance costs. Costs will be for one (1) site visit every other year.

The amount for these biennial services will apply to the initial term, and four (4) annual renewal options.

Task 2: Monthly Remote Monitoring

Remote Monitoring of RWIS sites from Monday through Friday from 7:00 am to 5:00 pm, excluding holidays. Remote Monitoring Services to be billed monthly.

Task 3: As Needed Services

The State may require unscheduled and unanticipated visits to the mini-RWIS sites to perform services such as troubleshooting, repair and equipment upgrades. Please enter a flat rate per site visit. The flat rate will include all personnel and transportation costs for a round trip visit to the site. Hourly rates will apply in addition to the flat rate for as needed site visit.

All as needed services may commence only after a quote is submitted and written approval received from the project director. Quotes will reflect the flat rate per site visit, and hourly rates submitted in this bid.

Chena Hot Springs Road @ Roberts Roost Road
Task 1 - Biennial Preventative Maintenance
Task 2 - Remote Monitoring
Task 3 - As Needed Services - Site Visit
Task 3 - As Needed Services - Hourly Electrician Rate
Task 3 - As Needed Services - Hourly Mechanic Rate
Task 3 - As Needed Services - Hourly Laborer Rate

Quantity	Unit	Description	Unit Price	Extended
1	Visits	Biennial Services		
12	Month	Monitoring		
1	Each	As Needed Site Visit		
1	Hour	Electrician Rate		
1	Hour	Mechanic Rate		
1	Hour	Laborer Rate		

Total:
Alaska Highway @ MP 1285
Task 1 - Biennial Preventative Maintenance
Task 2 - Remote Monitoring
Task 3 - As Needed Services - Site Visit
Task 3 - As Needed Services - Hourly Electrician Rate
Task 3 - As Needed Services - Hourly Mechanic Rate
Task 3 - As Needed Services - Hourly Laborer Rate

Quantity	Unit	Description	Unit Price	Extended
1	Visits	Biennial Services		
12	Month	Monitoring		
1	Each	As Needed Site Visit		
1	Hour	Electrician Rate		
1	Hour	Mechanic Rate		
1	Hour	Laborer Rate		

Total:

ROAD WEATHER INFORMATION SYSTEM (RWIS)
POWER EQUIPMENT MONITORING, MAINTENANCE &
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Tok Cutoff @ MP 18.5					
Task 1 - Biennial Preventative Maintenance	Quantity	Unit	Description	Unit Price	Extended
Task 2 - Remote Monitoring	1	Visits	Biennial Services		
Task 3 - As Needed Services - Site Visit	12	Month	Monitoring		
Task 3 - As Needed Services - Hourly Electrician Rate	1	Each	As Needed Site Visit		
Task 3 - As Needed Services - Hourly Mechanic Rate	1	Hour	Electrician Rate		
Task 3 - As Needed Services - Hourly Laborer Rate	1	Hour	Mechanic Rate		
	1	Hour	Laborer Rate		

Total:

Glenn Highway @ MP 106					
Task 1 - Biennial Preventative Maintenance	Quantity	Unit	Description	Unit Price	Extended
Task 2 - Remote Monitoring	1	Visits	Biennial Services		
Task 3 - As Needed Services - Site Visit	12	Month	Monitoring		
Task 3 - As Needed Services - Hourly Electrician Rate	1	Each	As Needed Site Visit		
Task 3 - As Needed Services - Hourly Mechanic Rate	1	Hour	Electrician Rate		
Task 3 - As Needed Services - Hourly Laborer Rate	1	Hour	Mechanic Rate		
	1	Hour	Laborer Rate		

Total:

Hatcher Pass					
Task 1 - Biennial Preventative Maintenance	Quantity	Unit	Description	Unit Price	Extended
Task 2 - Remote Monitoring	1	Visits	Biennial Services		
Task 3 - As Needed Services - Site Visit	12	Month	Monitoring		
Task 3 - As Needed Services - Hourly Electrician Rate	1	Each	As Needed Site Visit		
Task 3 - As Needed Services - Hourly Mechanic Rate	1	Hour	Electrician Rate		
Task 3 - As Needed Services - Hourly Laborer Rate	1	Hour	Mechanic Rate		
	1	Hour	Laborer Rate		

Total:

Seward Highway @ MP 98.5					
Task 1 - Biennial Preventative Maintenance	Quantity	Unit	Description	Unit Price	Extended
Task 2 - Remote Monitoring	1	Visits	Biennial Services		
Task 3 - As Needed Services - Site Visit	12	Month	Monitoring		
Task 3 - As Needed Services - Hourly Electrician Rate	1	Each	As Needed Site Visit		
Task 3 - As Needed Services - Hourly Mechanic Rate	1	Hour	Electrician Rate		
Task 3 - As Needed Services - Hourly Laborer Rate	1	Hour	Mechanic Rate		
	1	Hour	Laborer Rate		

Total:

Seward Highway @ MP 113.5					
Task 1 - Biennial Preventative Maintenance	Quantity	Unit	Description	Unit Price	Extended
Task 2 - Remote Monitoring	1	Visits	Biennial Services		
Task 3 - As Needed Services - Site Visit	12	Month	Monitoring		
Task 3 - As Needed Services - Hourly Electrician Rate	1	Each	As Needed Site Visit		
Task 3 - As Needed Services - Hourly Mechanic Rate	1	Hour	Electrician Rate		
Task 3 - As Needed Services - Hourly Laborer Rate	1	Hour	Mechanic Rate		
	1	Hour	Laborer Rate		

Total:

ATTACHMENT 3
Bid Submission Cover Sheet
*Revised March 7, 2024***PROJECT INFORMATION**ITB NUMBER: 2526H019
PROJECT NAME: RWIS Power Supply Maintenance & Monitoring**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

ROAD WEATHER INFORMATION SYSTEM (RWIS)
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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 _____

Checklist

- Valid passport if bidding on Lot 1 - Klondike Hwy. @ US/Canadian Border
- Prior Experience requirements in Section 1.04 – Prior Experience

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Non-Domestic Minimal Use & De Minimis Register

Federal-Aid Highway Contracts

Project Name and Number¹ ITB 2526H019 - RWIS Road Weather Information System

NON-DOMESTIC PRODUCTS AND CONSTRUCTION MATERIALS ²	COST AGAINST IRON & STEEL MINIMAL USE ³	COST AGAINST DE MINIMIS AMOUNT ⁴
Total to Date		
Contract Allowance ^{3,4}		

Estimated Total Project Materials Cost⁶

As Contractor's authorized representative, I certify that, as of the date of my signature below: (1) I have identified on this form and any included attachments⁵, all non-domestic: iron and steel products; predominantly iron or steel manufactured products; and all construction materials incorporated into the Work that are to the Iron & Steel Minimal Use at [23 CFR 6635.410\(b\)\(4\)](#) or the De Minimis Amount at [88 FR 55817](#); (2) that the total sum of all products are less than the total contract allowance; and (3) that if I become aware of an error or change in the foregoing information, I will promptly submit a revised form to the Department.

I acknowledge that submission of false or misleading statement information may result in civil and criminal penalties.

Authorized Contractor Signature

Date

Printed Name

Contractor's Company Name

Position Title

Form 25D-60 Instructions:

1. Enter the project name, state number, and federal number as they appear on the contract.
2. Match the description from the related Form 25D-62. Enter “NONE” on the first line if there are no non-domestic products or construction materials to declare.
3. The invoice cost as delivered to the project, including freight, of materials subject to 23 CFR 635.410. The contract allowance is one-tenth of one percent (0.1 percent) of the total contract amount, or \$2,500, whichever is greater, per 23 CFR 635.410(b)(4).
4. The contract allowance is no more than the lesser of \$1,000,000 or 5% of the total applicable costs for the project, per the USDOT Waiver of Buy America Requirements for De Minimis Costs and Small Grants 88 FR 55817.
5. Attach additional form sheets if necessary to include more than one page of products and materials.
6. Enter the total cost of all predominantly steel and iron products and construction materials to be permanently incorporated into the project.

ROAD WEATHER INFORMATION SYSTEM (RWIS)
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REPAIRS (FEDERALLY FUNDED)



Certificate of Buy America Act Compliance

Federal-Aid Highway Contracts

Project Name and Number¹

Pay Item No. / Pay Item Description²

Does 25D-60 need to be updated?

☐ Yes ☐ No

PRODUCT OR CONSTRUCTION MATERIAL ³	QUANTITY ⁴	NON-DOMESTIC OR UNKNOWN ORIGIN ⁵	DOMESTIC ⁵	PREDOMINANTLY IRON OR STEEL OR BOTH ⁶	CONSTRUCTION MATERIAL ⁷	MANUFACTURED PRODUCTS ⁸	PROJECT SPECIFIC WAIVER ⁹	COST OF NON-DOMESTIC ORIGIN ¹⁰
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

As the Supplier's authorized representative, I certify that, as of the date of my signature below, all iron or steel products, all products predominantly of iron or steel or a combination of both, all manufactured products, and all construction materials listed and classified above as domestic meet the domestic requirements of 23 CFR §635.410 and 2 CFR Part 184. If an iron or steel product, a product predominantly of iron or steel or a combination of both, a manufactured product, or construction materials are non-domestic, then I further certify that the cost shown above is a true and accurate value of the product and/or material including shipping to the project location.

As the Contractor's authorized representative, I certify that the above products and/or materials will be incorporated into the project, and I further certify that the cumulative amount of all non-domestic iron or steel products, products predominantly of iron or steel or a combination of both, manufactured products, and construction materials do not exceed, as appropriate, the minimal use allowance under 23 C.F.R. §635.410(b)(4) or the de minimis allowance under the USDOT's "Waiver of Buy America Requirements for De Minimis Costs and Small Grants" published in the Federal Register at 88 FR 55817.

I acknowledge that submission of false or misleading statement information may result in civil and criminal penalties.

Supplier's Authorized Representative Signature

Date

Printed Name

Position

Prime Contractor's Authorized Representative Signature

Date

Printed Name

Position

ROAD WEATHER INFORMATION SYSTEM (RWIS)
POWER EQUIPMENT MONITORING, MAINTENANCE &
REPAIRS (FEDERALLY FUNDED)

Form 25D-62 Instructions:

1. Enter the project name, state number, and federal number as they appear on the contract.
2. Enter the pay item number and description as they appear on the bid schedule.
3. Use a description that allows identification of the product of material in the retained documentation and at the project site.
4. Do not enter a generic description like “all required”. Use a quantity that matches the retained documentation used to certify cost on Form 25D-60.
5. Choose either domestic or non-domestic as required by Section 106-1.01, Buy America Provision
6. Check this column if product is a Manufactured Product as defined in Section 106-1.01, Buy America Provision
7. Check this column if product is a Construction Materials as defined in Section 106-1.01, Buy America Provision
8. Enter the cost of the non-domestic product(s) for the associated quantity. Provide an updated Form 25D-60 when the non-domestic material counts towards the contract allowance.
9. Keep a copy of the waiver with the retained documentation when the non-domestic material is subject to an applicable waiver.
10. Enter the total cost of the products/materials that are non-domestic.
11. Attach additional form sheets if necessary to include more than one page of products and materials.

ROAD WEATHER INFORMATION SYSTEM (RWIS)
POWER EQUIPMENT MONITORING, MAINTENANCE &
REPAIRS (FEDERALLY FUNDED)

APPENDIX A**GENERAL CONDITIONS**

- 1. Inspections and Reports:**
The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.
- 2. Suitable Materials, Etc.:**
Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3. 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
- 4. Default:**
In case of default by the contractor, for any reason whatsoever, the State of Alaska 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.
- 5. No Assignment or Delegation:**
The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.
- 6. No Additional Work or Material:**
No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.
- 7. Independent Contractor:**
The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.
- 8. Payment of Taxes:**
As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.
- 9. Compliance:**
In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.
- 10. Conflicting Provisions:**
Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
- 11. Officials Not to Benefit:**
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- 12. Contract Prices:**
Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
- 13. Contract Funding:**
Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14. Force Majeure:**
The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 15. Contract Extension:**
Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract 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.

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.