

STATE OF ALASKA REQUEST FOR PROPOSALS



RWIS MAINTENANCE AND EQUIPMENT

RFP 2526H076

ISSUED 2-25-2026

STATEWIDE OPERATIONS, MAINTENANCE, AND TECHNICAL SUPPORT FOR THE STATE OF ALASKA'S ROAD WORTHY INFORMATION SYSTEM (RWIS) TO ENSURE RELIABLE, ACCURATE, AND TIMELY WEATHER AND ROADWAY CONDITION DATA. SERVICES INCLUDE PREVENTIVE AND CORRECTIVE MAINTENANCE, RAPID RESPONSE TO SYSTEM OUTAGES, INSTALLATION AND COMMISSIONING OF SENSORS AND CAMERAS, AND PROVISION OF COMPATIBLE EQUIPMENT AND SOFTWARE.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES

DIVISION OF PROGRAM MANAGEMENT &
ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities, Division of Data Modernization & Innovation Office, is soliciting proposals to solicit for services including maintenance, operations, or technical support for Road Weather Information Systems (RWIS) to ensure the continued reliability, accuracy, and operational readiness of the State of Alaska's Road Weather Information Systems (RWIS) through statewide preventive and corrective maintenance, rapid outage response, installation and commissioning of sensors and cameras, provision of compatible equipment and software, and ongoing system operation and data integration in compliance with National Transportation Communications for Intelligent Transportation Systems Protocol (NTCIP) standards.

SEC. 1.02 BUDGET

Department of Transportation & Public Facilities, Division of Data Modernization & Innovation Office, estimates a budget up to \$3,050,000 dollars for completion of this project. Proposals priced at more than \$3,050,000 will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than March 18, 2026, 2:00PM Alaska Standard Time as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements.

1. 2 Years providing maintenance, operations, or technical support for Road Weather Information Systems (RWIS), weather stations, or comparable Intelligent Transportation Systems (ITS) for a public agency or transportation authority.
2. Offeror's proposals shall demonstrate experience performing preventive and corrective maintenance on RWIS or similar field deployed ITS infrastructure, including sensors, communications equipment, power systems, and cameras.
3. Offeror's proposals shall demonstrate experience supporting remote or geographically dispersed sites, including troubleshooting communications, power, or data quality issues in environments with limited access or seasonal constraints.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals.

This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award cannot be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

Procurement Officer: **KAIDEN WARD**

Phone: **907-465-8446**

Email: **KAIDEN.WARD@ALASKA.GOV**

SEC. 1.07 RETURN INSTRUCTIONS

Bidders may submit bids either electronically or in hard copy. Faxed or oral bids will not be accepted.

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

Submitting by US Mail:	Submitting by Courier Delivery Service
Department of Transportation and Public Facilities Division of Program Management & Administrative Services Attn: Kaiden Ward RFP: 2526H076 RWIS Maintenance and Equipment P.O. Box 112500 Juneau, AK 99811-2500	Department of Transportation and Public Facilities Division of Program Management & Administrative Services Attn: Kaiden Ward RFP: 2526H076 RWIS Maintenance and Equipment 3132 Channel Drive, Suite 350 Juneau, AK 99801

IMPORTANT NOTE: There are no overnight express mail or courier delivery services to Juneau, Alaska. All expedited mail or courier services take at least 2 nights. This is true for other courier vendors as well such as Federal Express.

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

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **15mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent

in multiple emails that are each less than 15 megabytes and each email must comply with the requirements described above.

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

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

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

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

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

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		Wednesday, February 26, 2026
Pre-Proposal Conference	1:00 PM AKST	Thursday, March 5, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM AKST	Wednesday, March 18 2026
Proposal Evaluations Complete		Thursday, March 26, 2026
Notice of Intent to Award		Friday, March 27, 2026
Contract Issued		Monday, April 6, 2026

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

SEC. 1.12 PRE-PROPOSAL TELECONFERENCE

A pre-proposal **TELECONFERENCE** will be held at **1:00 PM**, Alaska Standard Time, on Thursday, March 5, 2026. The purpose of the **TELECONFERENCE** is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. All questions raised during the meeting must be submitted in writing to the Procurement Officer and will be posted along with the answers on the Alaska Online Public Notice website as an Amendment to the RFP, as soon as possible after the meeting.

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

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29374192187860?p=RnxGzZ1PdouvCFR7qR>

Meeting ID: 293 741 921 878 60

Passcode: gu7sg3hw

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director. 7

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Road Weather Information Systems (RWIS) typically refer to atmospheric, air quality, surface and sub-surface sensors, cameras, remote processing units, data loggers, communications, data collection, data management and accessibility. RWIS tools provide insight into the current and future weather, driving conditions, and are used by Departments of Transportation and other industries to assist in decision-making processes.

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF) implemented the Statewide RWIS to provide:

- 1) The Maintenance and Operations (M&O) personnel with road weather information for fact-based maintenance decisions, particularly snow and ice control.
- 2) The M&O engineers with vertical temperature profile information for administering the seasonal weight restriction program; and,
- 3) The media and traveling public with pre-trip and en route weather information for informed travel decisions.

DOT&PF currently operates a statewide RWIS network as described by a series of metadata spreadsheets attached as Appendix D to this RFP. The RWIS external web site <http://roadweather.alaska.gov/> is the primary interface to make road weather information available to the traveling public and DOT&PF / M&O staff.

Components of DOT&PF's RWIS

The DOT&PF RWIS can be described by defining four components:

1) **Environmental Sensor Station.** The collection component of the RWIS site is known as the Environmental Sensor Station (ESS). The ESS includes sensors, closed circuit cameras, a remote processing unit, electrical support, and communications. The ESS sensors may include atmospheric, air quality, surface/sub-surface (i.e., either in-pavement or non-intrusive), and water height/snow level sensors. Deployed sensors may include air temperature, relative humidity, wind speed and direction, precipitation occurrence, precipitation type, precipitation rate, precipitation intensity, precipitation accumulation, visibility, visibility situation, station atmospheric pressure, snow depth, water level, pavement temperature, pavement grip (friction), pavement contaminant depth, soil sub-surface temperature, and soil temperature data probes (TDP).

Air quality sensors include measurement of Sulphur dioxide (SO₂), carbon monoxide (CO), and particulate matter (PM_{2.5}).

The number and type of sensors deployed at any ESS location varies by site. DOT&PF ESS sites range from sites that include just pavement sensors or cameras to sites that include multiple sensors, cameras, and a tilt-down pole.

2) **The Remote Processing Unit (RPU) or Data Logger (DL).** The Remote Processing Unit (RPU) or Data Logger (DL) is the RWIS collection and processing component of the RWIS ESS. It collects data from each of the RWIS sensors and provides the observation when the central server initiates a polling request. It may process camera images, collect sensor data for the observation, or perform algorithm calculations for proprietary equipment.

Some cameras function as network cameras. In these situations, the images captured by the camera are delivered directly to an DOT&PF server directory, rather than being collected through the RPU or DL.

3) **Central Polling System and Databases.** The polling software performs data management and polling for all RWIS sites. We are currently transitioning our polling software from Vaisala's ScanWeb to a custom implementation based on MnDOT's IRIS. The Selected Contractor will be expected to aid with this transition and manage the configuration of all RWIS sites in ScanWeb and then IRIS once the transition is complete.

ESS are polled by ScanWeb or IRIS every 10 minutes and return atmospheric, pavement, and TDP data. After polling is complete, multiple data files are automatically generated and uploaded to the RWIS cloud storage by the polling software.

4) **Commercial Communications Mechanisms.** DOT&PF relies upon commercial communication services to enable the central polling system and databases to retrieve data from each RPU or DL. The communication mechanism used varies by the location of the RWIS site. A combination of POTS (plain old telephone system) land-line phone systems, wireless radios, cellular, satellite, DSL (digital subscriber line), and State of Alaska (SOA) Wide Area Network (WAN) are used. Appendix C contains the RWIS Network Communication Maps, describing the ESS site locations and communications supporting each site.

The four components are illustrated in Figure 1, below.

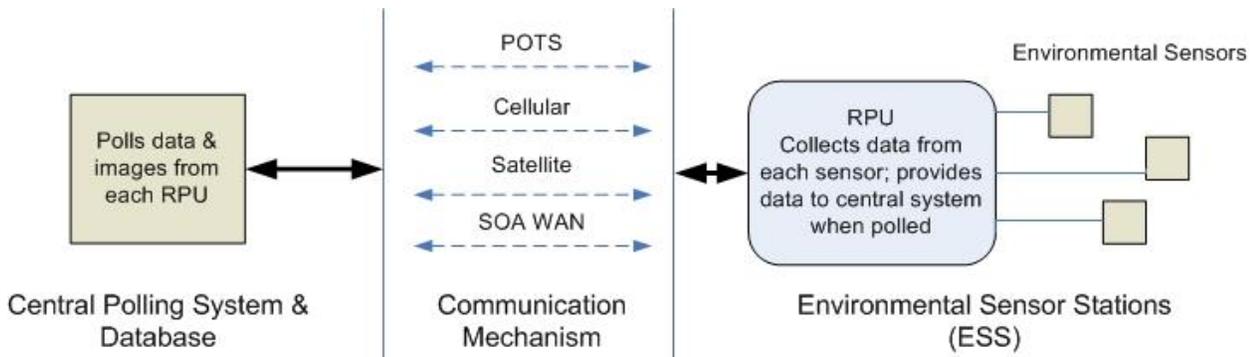


Figure 1: Four Components of AKDOT&PF's RWIS

Maintenance and Operations of DOT&PF's RWIS

To support ongoing RWIS maintenance and operations, DOT&PF has identified the need to procure the services of a Contractor to perform physical RWIS site maintenance, data management, operations, and ESS equipment supply. Specifically, the selected Contractor will perform the following functions:

Function #1: Physical RWIS Site Maintenance and Operations

DOT&PF has identified the need for a Contractor to perform:

- Regular monitoring (at least once weekly or when requested by DOT&PF) by performing a remote web-based scan of all RWIS sites to verify if sites are operational, identify site and or sensor outages, and perform preliminary diagnostics of issues and remote troubleshooting.
- Update the RWIS system status dashboard, asset tracking system, and related administrative records within two (2) business days of completing any preventive or corrective maintenance activity to reflect current operational status, equipment replacements, configuration changes, and commissioning updates.
- Preventive maintenance at each of the existing, and future, ESS sites.
- Random maintenance of ESS equipment or communication connectivity when one or more sensors or an entire site is down.
- Installation of new sensors or RPUs at existing, and/or future ESS sites, either to add sensors or to replace failed sensors.
- Installation of either replacement or new temperature data probes (TDPs) and pavement sensors located at either our RWIS sites, our traffic equipment automatic traffic recorder (ATR) sites, or a new, standalone TDP site. Coordination with the TDP Manager in the Anchorage Highway Data office will be necessary for any TDP installations in the State.
- Management of device (e.g. ESS equipment) connectivity to power supply and communications mechanisms.

Physical RWIS Site Maintenance and Operations performed through the contract that results from this solicitation will not include construction of new ESS sites.

Function #2: Supply ESS Equipment:

In addition to the Physical RWIS Site Maintenance and Operations, DOT&PF has identified the need for a Contractor to:

- Provide an indefinite supply of equipment to be installed at ESS sites, including sensors, cameras, wiring, RPUs, cellular modems, and mounting equipment as-needed to replace non-functioning devices, to upgrade sites, or add new ESS devices. Note: some sensors have been previously supplied by the National Weather Service (NWS) and the University of Alaska Fairbanks Geophysical Institute. DOT&PF anticipates these agencies, research institutes, or local government could supply sensors in the future.

Function #3: Central RWIS Servers Polling and Data Management Software:

DOT&PF has identified the need for a Contractor to operate and manage the software on DOT&PF RWIS servers that:

- Poll the RWIS ESS
- Manage and collate data received from the ESS
- Distribute the data and camera images to an DOT&PF directory and to other clients as needed.

Goals

The goals of the DOT&PF Weather Program include:

- Measure and record weather and pavement conditions at roadside locations throughout the state.
- Quality control, assemble and archive weather and pavement condition data.

- Disseminate weather and road condition data to the DOT&PF personnel, the traveling public, and external stakeholders, e.g., National Weather Service.
- Deploy and operate open architecture software that allows for interoperability with other sensors or applications.
- Maintain the ability to competitively procure RWIS equipment and services that is possible with an open architecture.
- Maintain a fully operational system with little down time.

Goals of this Solicitation

In order to achieve the goals identified by the DOT&PF Road Weather Program, DOT&PF has identified the following goals for this solicitation:

- To enter into a contract with an experienced RWIS contractor that will provide timely RWIS site maintenance and operations, and provide an indefinite quantity of ESS equipment (i.e. RPUs, data loggers, environmental sensors, mounting devices, cameras, etc.) at either current or new RWIS sites.
- That the physical RWIS site maintenance and operations would include preventive maintenance in order to minimize downtimes;
- The contractor will provide timely random maintenance when equipment or entire ESS sites are not functioning (i.e. troubleshooting, repairing, replacing or upgrading equipment);
- The contractor will supply an indefinite quantity of ESS equipment using an approved equipment price list that results from this procurement process.
- Additional ESS equipment could be added to the price list during the contract period as new equipment and/or DOT&PF needs are identified.

Service Level Agreement

DOT&PF expects the contractor to demonstrate a high level of service and quality control standards. The contractor is required to maintain high quality standards, and provide quality assurance, in order to meet or exceed the service levels outlined below. In addition, the contractor shall take timely and appropriate action in response to resources that are not performing to DOT&PF expectations.

A Service Level Agreement (SLA) is set forth herein for the purpose of measuring contractor performance throughout the life of the Contract, and any renewals.

The contractor shall adhere to the following performance standards (note: DOT&PF expects that it will use NOAA's Meteorological Assimilation Data Ingest System (MADIS) to monitor sensor performance sometime in 2017).

a) Remote Process Unit (RPU) or Data Logger (DL)

The contractor shall be responsible for maintaining power, communications, and data processing equipment and programming on each RPU / DL. An RPU / DL that fails to gather and/or transmit data to the Central Processing Unit would be considered out of tolerance.

b) Atmospheric Sensors

The contractor shall be responsible for maintaining visibility, precipitation, air temperature, and relative humidity sensors. An atmospheric sensor is considered to be out of tolerance under any of the following circumstances:

- i. Visibility or precipitation readings are inconsistent with current weather conditions, and/or another similar sensor reading or visual confirmation. For example, a precipitation sensor that reports 'rain' when no rain is present in the area.
- ii. Air temperature readings vary +/- 5 degrees Fahrenheit or more as compared to air temperature sensor readings from another similar sensor reading.
- iii. Relative humidity sensor readings are missing or in obvious error as compared to relative humidity sensor readings from another similar sensor reading.

c) Pavement Sensors

The contractor shall be responsible for properly maintaining all pavement sensors. A pavement sensor is considered to be out of tolerance under any of the following circumstances:

- i. It has a reading that is +/- 5 degrees Fahrenheit or more different from the average of other fully functioning pavement sensors at the same site, fully functioning pavement sensors at the next closest site, or portable infrared temperature measurement device.
- ii. No data report is received from the sensor.
- iii. An 'Error' message is received.

d) Temperature Data Probes (TDPs)

Since the original release of this RFP, a recent change in staffing organization has placed one of our Highway Data staff in Anchorage as the Manager of all TDPs in the State. The successful bidder for this contract will work with both the RWIS program manager as well as the TDP manager on all new or replacement TDPs and pavement surface temperature sensors polled at either existing or future RWIS or ATR sites, as well as any existing or future TDPs and pavement sensors polled outside of the RWIS program or ATR programs. We will provide a KMZ file upon request displaying the locations of the TDPs not located at an RWIS.

The successful bidder will primarily be responsible for the TDP and pavement sensor installations. The Highway Data TDP Manager office will retain their primary responsibility for the maintenance and operations, polling and data services. The expectation is that the successful bidder will be available to check or troubleshoot any TDPs and pavement sensors if vendor will be in a geographic area and upon request by the TDP Manager.

e) Central Processing Unit (CPU) (Polling Servers)

The contractor shall be responsible for setting up the power and communications connections for any new sites, and resuming maintenance and operations on existing infrastructure in place, ensuring connections to the CPU or Polling Servers. Contractor will ensure normal operations on a daily basis, maintaining normal communications between the polling servers and data processing equipment. The contractor shall perform regular software updates to ensure the system is compliant with the latest

industry technology and changes to DOT&PF's IT environment. A CPU that fails to receive, store and/or transmit data shall be considered out of tolerance.

Geographic Area Covered by this Project

The location(s) the work is to be performed, completed, and managed to include:

- The Environmental Sensor Stations (ESS) sites currently deployed and operational are shown in the RWIS Network Communications Maps attached as Appendix C to this RFP.
- Appendix D includes metadata for the ESS sites, including the Site ID and site description.
- DOT&PF will manage the project from Fairbanks, Alaska, the Department of Data Modernization and Innovation.
- There may be additional ESS sites constructed during the contract period through regional DOT&PF construction projects. The selected Contractor would be responsible for maintaining the sensors and equipment at these additional locations. The indefinite quantity of equipment portion of the contract that results from this solicitation may be used to purchase equipment for these new ESS sites.
- Due to the expansive geographic work area involved in this project, potential Contractor(s) are advised to carefully consider their logistics and travel requirements when preparing their proposal. The State will not provide workspace or other logistical support for the contractor. The contractor must provide its own workspace and logistical support, including storage areas, work areas, vehicles, equipment, tools, or any other item. All authorized travel, including transportation, lodging, and per diem costs sufficient to pay for the staffing for single or multiple site visits will be reimbursed in accordance with state travel standards and restrictions. Contractor will need a valid passport to access the Klondike Highway RWIS site, as travel through Canada is required to reach the site.

Project Timeline

The initial period of performance for this contract is three (3) years, with the option of two (2) additional one-year renewal options to be exercised at the state's discretion.

Constraints to this Project

1. **Timeline for contract execution.** DOT&PF requires that this solicitation process be completed and the selected Contractor is under contract to begin efforts no later than April 6, 2026.
2. **Travel to/from each ESS Site.** The Contractor will be responsible for travel to and from the ESS sites throughout the duration of this project. While the preventive maintenance may be scheduled at times when inclement weather is not occurring, there will be random maintenance that is required during periods of inclement weather. The Contractor shall plan for travel during inclement weather and include costs for any equipment and/or materials needed as part of the cost proposal.
3. **Lack of Road Connectivity.** Not all ESS are on the connected road system, e.g., the Kodiak Island and Southeast Panhandle ESS, and, as a result, the Contractor will be required to use other transportation modes (such as air or ferries) to travel if staff are not local to each community in which the ESS sites are located. Offerors shall consider this information when preparing the cost proposal.
4. **Response times - Preventative Maintenance:** The Contractor shall submit to DOT&PF an email written description of a site report and updating dashboard/asset tracker will be updated within five (5) business days after performing preventative maintenance. Preventative maintenance will be done once a year at

each site. If the Contractor is traveling to a site for random maintenance or repairs, preventive site maintenance might be performed in conjunction with the other purpose of the visit (e.g. random maintenance or repair) with approval of the DOT&PF Project Manager.

5. Response times - Random Maintenance: The Contractor shall respond to emails or phone calls within two (2) business days. For sites on the contiguous road system, the Contractor shall conduct an on-site visit within ten (10) business days of notification by DOT&PF (or as otherwise agreed upon by the DOT&PF Project Manager). For sites not on the contiguous road system, the Contractor shall conduct an on-site visit fifteen (15) business days of notification (or as otherwise agreed upon by the DOT&PF Project Manager). The Contractor shall provide a written site report and update the RWIS system status dashboard and asset tracking records within two (2) business days of completing random maintenance. The report shall summarize the issue that created the need for random maintenance and describe any repairs or improvements carried out.

6. Response times - Installing ESS Sensors or Other ESS Equipment: The Contractor shall respond to emails or phone calls within two (2) business days. For sites on the contiguous road system, the Contractor shall conduct an on-site visit within ten (10) business days of notification by DOT&PF (or as otherwise agreed upon by the DOT&PF Project Manager). For sites not on the contiguous road system, the Contractor shall conduct an on-site visit within fifteen (15) business days of notification of notification (or as otherwise agreed upon by the DOT&PF Project Manager). The Contractor shall provide a written site report within five (5) business days of completing the installation of any sensor or other ESS equipment. If this work is completed in conjunction with random maintenance, the reports may be combined.

7. VPN Access for Remote Access to ESS Site: Remote access to some ESS sites is only possible from within the State of Alaska (SOA) network. Therefore, the Contractor will need to establish Virtual Private Network (VPN) access to the SOA network to enable connectivity to ESS sites. DOT&PF will initiate the VPN access application for the Contractor. Offerors shall consider this as they plan for automated or manual monitoring and connectivity to ESS sites.

8. RWIS Site Architecture & Desire an Open Architecture: The DOT&PF RWIS network includes the polling server, database server, ESS components, and communications to each ESS. One constraint to this project is the fact that the current RWIS network includes ESS proprietary remote processing units (RPU) and software that links the sensors and the processor. RPU from Vaisala and Campbell Scientific Data Loggers are deployed. DOT&PF desires to move toward open architecture as feasible and effective as possible. Offerors are encouraged to address how they can help DOT&PF achieve an open architecture design, i.e., polling and managing data from multiple vendors.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Transportation & Public Facilities, Division of Data Modernization & Innovation Office, is seeking consultation services to address challenges related to aging infrastructure, harsh environmental conditions, and the geographic remoteness of many RWIS sites by improving overall system uptime, data quality, and responsiveness to failures. The scope of work includes all labor, parts, materials, technical expertise and traffic control to maintain and operate new and existing ESS sites (aka RWIS) within DOT&PF's RWIS network for a period of 3 years, with the option of two (2) additional one-year renewal options. RWIS Network Communications Maps attached as Appendix C to this RFP show existing ESS sites. The number and exact location of new sites to be added is subject to funding levels and other programmatic considerations. DOT&PF does not guarantee that it will install any new ESS sites.

The desired end result is a RWIS network that provides timely, trustworthy environmental and roadway condition data to DOT&PF maintenance staff, Alaska 511, and partner agencies, reducing data gaps and minimizing prolonged outages that can impact operational decisions and public safety. The work should also ensure that RWIS assets remain compatible with evolving technology standards and integrated systems, allowing the State to adapt to future needs without significant disruption.

Ultimately, this effort supports the State's need for a dependable, statewide weather monitoring system that enhances situational awareness, improves winter maintenance efficiency, supports informed traveler decisions, and protects the long-term investment in RWIS infrastructure.

In addition to the requirement for a US Passport to access the Klondike Highway RWIS site, the contractor will need to have someone who is a certified tower climber for a few of our sites that do not have a Millerbernd Tilt-down pole.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately April 6, 2026, for approximately three (3) years with two (2) 1-year optional renewals.

Unless otherwise provided in this RFP, the State and the successful offeror/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.

Task 1: Preventive maintenance at each of the existing ESS sites

Under this task, the Contractor would perform preventive maintenance at the existing sites (and any new sites that may be built through Regional DOT&PF contracts). The Contractor will perform preventative maintenance at least one (1) time each year at each ESS site in order to keep the site running efficiently. The annual preventive maintenance includes tasks such as cleaning and/or replacing equipment, testing and calibrating sensors, updating software/hardware, and checking telephony

modems, cables or wiring for operational performance. DOT&PF staff will visit ESS sites periodically throughout the year, but is limited to checking to see if the site is getting power and/or communication is working properly (checking phone line, lights on CDMA modem, cycle the power). As time permits, M&O personnel will assist in removing brush, debris, and/or snow around the sites to allow contractor access and visual inspection for any apparent equipment damage.

Subtask 1.1: Develop Preventive Maintenance Checklist

The Contractor shall meet with DOT&PF to jointly develop a checklist of preventive maintenance activities. The checklist shall include detailed actions that can be “checked off” while the Contractor is on-site and submitted to DOT&PF together with notes describing any issues encountered. The checklist shall also include written safety reminders and policies/procedures to ensure that all personnel performing on-site maintenance do so in a safe manner. Upon request, DOT&PF will assemble available user and maintenance manuals for the sensors and equipment currently installed in the field. The Contractor shall maintain a Preventive Maintenance Site Visit Log documenting each ESS site visited. The log shall, at a minimum, include the site name, site ID, date of visit, personnel performing the work, confirmation of checklist completion, a summary of maintenance activities performed, and any deficiencies identified. A completed preventive maintenance checklist, corresponding Site Visit Log entry, and updates to the RWIS system status dashboard and asset tracking records shall be submitted to DOT&PF within five (5) business days of each preventive maintenance visit. Submission of this documentation shall serve as confirmation that the required annual preventive maintenance was performed. The activities to be included in the checklist must (at a minimum) include the following:

- External inspection of all sensor mountings, the equipment cabinet, and connections;
- Inspection (and replacement if needed) of all locks;
- Inspection of all power connections, phone lines, modems, and visible cabling;
- Open and inspect the insides of all cabinets, removing any debris;
- Inspect and tighten all connections;
- Seal any holes or gaps in the equipment;
- Check the operation of and calibrate sensors if needed. As a minimum, the sensors requiring checks and calibration will include: wind sensors (direction and speed), relative humidity sensor, air temperature sensor, precipitation sensor
- Cleaning and aligning cameras;
- Calibrating non-intrusive sensors;
- Perform a safety inspection of the entire sight, including checking for unused and ungrounded wires, correcting all issues found;
- Vendor specific maintenance required for the RPU, data logger, and/or sensors as provided by each vendor (this will include specific checks and actions that may vary at each site depending upon the vendor product installed);
- Installation of software upgrades to the RPUs or data loggers as needed;

- Inspection and maintenance of Solar Panels (clearing off any snow);
- Physical inspection and replacement of sensor parts (e.g. bearings on wind sensors).

Subtask 1.2: Perform Preventive Maintenance on each ESS

Using the checklist(s) developed in Subtask 1.1, the Contractor shall perform preventive maintenance on each ESS site at least one (1) time per year, and performed in groups so as to minimize travel costs. However, if random maintenance is required at a site and the Contractor visits the site to perform the random maintenance, the Selected Contractor may also perform the preventive maintenance while on-site. The Contractor shall perform maintenance visits to each ESS site in preparation for the winter season, prioritizing the most remote ESS sites first.

All preventive maintenance shall be performed by staff that are trained to perform the requested duties, and who have been trained in all required safety procedures. Previous experience and skill set will be demonstrated in the experience and qualifications section of the proposal. This shall include experience on specific makes and models of sensor(s) and camera(s).

The Contractor would not be responsible for maintaining the air quality sensors and related modems installed at the five ESS located in Fairbanks.

The Contractor shall submit to DOT&PF a written site report via email within five (5) business days after performing preventive maintenance. The Contractor shall also update the RWIS system status dashboard and asset tracking records within five (5) business days of the preventive maintenance visit. The site report shall include:

- A description of any communication or power failures to allow DOT&PF to contact the appropriate utility company (DOT&PF should be notified immediately if communications or power failures are noted);
- A description of any property damage observed at the site including photos of reported damage;
- A description of any recommendations for improvements or equipment updates at the site;
- The status of equipment at the site;
- A summary of any repairs or improvements made while at the site; and
- Report of vegetation growth that may interfere with sensors getting a proper reading or cameras getting an open view.

Task 1 Deliverables:

- Preventative Maintenance Checklist(s) completed before routine maintenance begins.
- Preventive maintenance performed at least once annually at each ESS site.
- Updates to the RWIS system status dashboard/asset tracking records completed within five (5) business days of each preventive maintenance visit.

Task 2: Random maintenance of ESS equipment

Under this task, the Contractor would perform maintenance at any ESS location when one or more sensors or an entire site is down. ESS site "down time" is defined as any time that the site is non-operational, fails to produce the required observations, or produces inaccurate data when the site is polled.

Subtask 2.1: Develop Random Maintenance Service Plan

In Subtask 2.1, the Contractor shall prepare a random maintenance service plan that outlines the procedures to be executed (remote and onsite) to diagnose, troubleshoot and respond to issues with the ESS site. This includes replacement of any equipment (RPUs, data loggers, environmental sensors, or mounting devices). The equipment to use as replacements will be supplied through this contract, and DOT&PF and the Contractor will make decisions together about the type and number of ESS devices to procure in advance and have available to be used for quick deployment vs. the equipment that is only procured once a need is identified.

The Contractor and DOT&PF will work together to finalize the random maintenance service plan to be performed when issues are detected at ESS sites. The plan will include detailed actions that can be 'checked off' as the Contractor initially diagnoses the problem remotely, then (if needed) as the Contractor diagnoses and resolves the problem on-site. Similar to the preventive maintenance checklist, the maintenance service plan shall also include written descriptions of safety reminders and policies/procedures to ensure that all personnel performing on-site maintenance do so in a safe manner.

Subtask 2.2: Perform Random Maintenance as Needed

In Subtask 2.2, the Contractor shall perform random maintenance to respond to issues and/or outages at any of the ESS sites, in accordance with the Random Maintenance Plan developed in Subtask 2.1. The Contractor will be responsible for diagnosing and resolving issues at the ESS site in the most cost effective manner possible (e.g. if remote diagnosis and correction is possible without going to the site, this is the preferred approach).

The Contractor shall be responsible for troubleshooting the issues remotely first by dialing in to the ESS site through the modem to establish an initial understanding of the problem and attempting to restart the RPU / data logger remotely. This may require VPN access inside the State of Alaska firewall.

Contractor shall be responsible for the connection between the RPU / data logger and the polling servers. If this communication link is down, it is the responsibility of the Contractor to diagnose the potential cause of the outage and reset or replace the modems if they are the cause of the outage. However, the Contractor would not be responsible for phone lines, cellular, or satellite outages.

Upon notification of ESS equipment or RPU failures, the Contractor shall visit the site of the failure within ten (10) business days of notification if on the contiguous road system and within fifteen (15) business days of notification for those locations off the contiguous road system (or as agreed to by the DOT&PF Project Manager). The Contractor shall group site maintenance as much as possible in order to keep costs down.

Within two (2) business days of completing random maintenance, the Contractor shall submit a written site report to DOT&PF and update the RWIS system status dashboard and asset tracking records. The site report shall summarize the issue that created the need for random maintenance, describe any

repairs or improvements performed, and identify any preventive maintenance performed, if applicable. The Contractor shall notify DOT&PF immediately of any power or communication outages.

Power at most sites is provided by commercial or third-party power source (e.g., General Services Administration GSA for the Alcan Border RWIS, or shared power with a local luminaire pole power supply). DOT&PF also has six power module RWIS sites that are maintained and operated through a separate contract. These sites are remote and off the grid. They use several types of power sources such as Fuel Cell, Thermoelectric Generator (TEG), propane generator, and wind / solar only sites. Contractor coordination between this contract and the power modules contract is necessary.

Subtask 2.3: Training

Contactors will be required to provide training to Maintenance and Operations staff in various parts of the state. DOT&PF have personnel willing to help with onsite troubleshooting of the ESS equipment, when remote monitoring and troubleshooting does not work. This could range from checking the phone or the power, or other basic visual inspections. Training will be conducted on a time and materials basis, and a cost should be provided in the cost proposal for the hourly rate.

Task 2 Deliverables:

- Delivery and DOT&PF approval of the Random Maintenance Service Plan.
- Random maintenance performed as needed and requested by DOT&PF.
 - Within 10 – 15 business days on the contiguous road system.
 - Within 30 calendar days not on the contiguous road system.
- Site reports prepared and submitted via email to DOT&PF within two (2) business days after each random maintenance visit, including any site photos.
- Immediate contact to DOT&PF regarding power or communication outages.
- Training of Maintenance and Operations Personnel as needed

Task 3: Installing ESS Sensors or other ESS equipment

Under this task, the Contractor shall install ESS Sensors or other ESS equipment at locations where equipment is needed. The sensors shall be mounted per manufacturer's recommendations at the standard meteorological height. All equipment will be installed following established electrical codes and best practices. The following scenarios for equipment installation include:

Scenario #1: Replacement of existing sensors that are no longer operating with sensors procured through this RFP.

Scenario #2: Upgrade of existing ESS equipment procured through this procurement process.

Scenario #3: Provide and install new ESS sensors to existing ESS sites procured through this procurement process.

Scenario #4: Install new ESS sensors and/or other equipment provided by other sources such as NWS.

Scenario #5 Commission new ESS equipment (e.g. establish the electrical connections, communications equipment and connections, and software necessary for full operation of the environmental station, also establish polling of the ESS) where the construction phase has been done at the DOT&PF Region level.

Scenario #6: Install a new or replacement TDP and/or pavement sensor at a Highway Data Traffic Equipment ATR site.

For a list of current ESS equipment by site, see the metadata spreadsheet in Appendix D.

Upon notification from DOT&PF that an ESS sensor or other ESS equipment will be installed, the Contractor shall perform the installation within ten (10) business days if on the contiguous road system and within fifteen (15) business days for those locations off the contiguous road system (or as agreed upon by DOT&PF project manager).

Task 3 Deliverables:

- ESS sensors installed, as needed.
 - o Within ten (10) business days for those ESS on contiguous road system.
 - o Within fifteen (15) business days for those ESS not on the contiguous road system.
- Test new sensors to ensure they are working properly and are commissioned. The contractor shall notify DOT&PF when new sensors are commissioned.
- The timeframe for replacing and installing pavement sensors is seasonal (spring/summer only) and does not follow the timeframe mentioned above.

Task 4: Provision of indefinite quantities of Equipment and Software.

Under this task, the Contractor shall supply hardware or software to be installed at ESS sites. This may include, but is not limited to sensors, poles, cameras, data loggers, servers, RPU/DL software, modems, etc.

One result of this RFP will be an agreed upon price list for equipment to be included in the contract executed between DOT&PF and the Contractor. Offerors shall identify and describe the models of each ESS sensor or camera proposed for delivery, together with a price (as detailed in the Cost Proposal Section). Each Offeror is encouraged to include at least two different manufacturers' products, if possible, for each of the equipment required.

DOT&PF anticipates entering into a contract with the Selected Contractor and finalizing the price list for equipment to be provided in 5.03 during the negotiation phase.

In addition to the price list for equipment to be provided on an indefinite quantity throughout the project, DOT&PF reserves the right to request the Contractor to provide additional equipment not included in the price list, and to negotiate the price. This is to allow DOT&PF to benefit from new equipment that becomes available and/or changes in the DOT&PF needs for equipment.

This contract will establish a price list for equipment prices only. Construction of new sites will be completed under a different contract.

Description of Equipment to be Included

Task 4 describes the process that the Contractor will provide an indefinite quantity of ESS equipment based on a price list proposed in this proposal. This section describes the equipment needs of DOT&PF to assist Offerors in preparing responses to this solicitation.

Types of Equipment to be Included

Offerors shall include equipment to measure:

- Air temperature
- Relative humidity
- Wind speed
- Wind direction
- Precipitation occurrence
- Precipitation type estimated - forward scatter technology
- Precipitation rate estimated - forward scatter technology
- Precipitation intensity estimated - forward scatter technology.
- Precipitation accumulation: measured - tipping buckets (both heated and non-heated)
- Precipitation accumulation: estimated - forward scatter technology
- Visibility
- Visibility situation (including non-precipitation obstructions to visibility)
- Station atmospheric pressure
- Snow depth
- Water level
- Solar radiation
- Pavement temperature
- Pavement grip (friction)
- Pavement contaminant depth
- Soil / sub-surface pavement temperature (point or probe)
- Visual observations (e.g. cameras)

Offerors shall include associated equipment:

- Infrared Illuminators
- Remote processing Units

- Data Loggers
- Support structures (poles/towers to hold equipment). DOT&PF prefers the Millerbernd Tilt-down Surveillance camera pole (specifications available upon request)
- Temperature acquisition cable
- Equipment cabinets
- Pyranometer (measuring solar radiation)

Offerors shall propose the specific technologies (make and model) they propose for each type of equipment. DOT&PF reserves the right to negotiate with the Selected Vendor to add additional equipment to the list of equipment available for purchase.

DOT&PF will not accept ‘all-in-one’ weather stations. However DOT understands that the combination of two or more measurements to be performed by one sensor is logical and can be an efficient way to accomplish the needs while minimizing the sensor costs. Therefore, Offerors are allowed to propose sensors that perform multiple functions.

All sensors must be compatible with existing RPU's, or data loggers operated by DOT&PF. They include:

- 1) Campbell Scientific CR6
- 2) Vaisala Linux and RWS200

Note* in the past, DOT&PF has received donated equipment not directly furnished by a vendor. This is always a possibility. If / when this occurs, the selected vendor would work with DOT&PF to install the donated equipment if they have knowledge about the equipment and it is within their skillset.

Desired Measurement Specifications for Environmental Sensors

Appendix D to this RFP contains a metadata spreadsheet describing the current ESS sensors in use by DOT&PF. DOT&PF wishes to procure sensors with equal or improved sensing range, resolution, survivability, and accuracy. Offerors are asked to propose a minimum of two models of each type of sensor.

Desired Data Classification for Rain Sensors

In addition to describing the desire for precipitation rate specifications to meet or exceed the parameters of sensors currently in use, DOT&PF desires that the precipitation rate sensors perform the following classification.

Rain Intensity Rate-of-fall in 6 minutes Rate-of-fall in one hour.

Light <0.01 inch ≤ 0.10 inch

Moderate 0.01 to 0.03 inches 0.11 to 0.30 inches

Heavy >0.03 inches > 0.30 inch

Survivability of Sensors

DOT&PF wishes to procure sensors and infrastructure with equal or improved survivability. DOT&PF desires the Millerbernd tilt-down surveillance pole described in paragraph 5.03.11. If Millerbernd tilt-down poles are not available, a substitute with the same functionality, survivability, and accessibility would be acceptable if it meets the requirements of paragraph 5.03.12a.

Camera Specifications

DOT&PF currently operates the following cameras within the RWIS network:

- Cohu fixed, color
- Cohu fixed-zoom, color, low-light
- Cohu dome pan-tilt-zoom (PTZ), color, low-light
- Mobotix network IP addressable
- Axis network dome camera
- WTI Sidewinder

DOT&PF desired cameras that are equal to or better than the cameras listed above. Offerors are requested to provide (as a minimum) the following types of network cameras to be included in the pricing list:

Camera Type #1: Dome Pan-tilt-zoom (PTZ) camera, color, with low light.

Camera Type #2: Fixed zoom, color, and low-light.

Camera Type #3: Camera to produce quality night-time images (e.g. thermal or infrared).

Infrared Illuminators

DOT&PF uses infrared illuminators in conjunction with infrared cameras to provide the illumination needed to enable the infrared camera to capture high quality images when there is little or no ambient lighting. Infrared illuminators must function in a manner that is coupled to the cameras. This includes the focal point matching the distance to the road that the camera is imaging and functioning at all times when cameras capture images during dark conditions.

Wind

DOT&PF currently has ultrasonic, prop-vane, and prop-cup anemometers. The specific anemometer deployed will be location-specific because of wind and icing conditions.

Precipitation type

DOT&PF has a need for precipitation type determination in order to allow RWIS users to understand whether precipitation is falling in the form of rain, snow, freezing rain, or hail. Precipitation type determination is performed either by indirect correlation (e.g. relating near surface temperatures to precipitation) or direct measurement (e.g. using such techniques as latent heat, conductivity, opacity, fall speed, or impact noise).

Snow depth, water height

DOT&PF has a need for snow depth/water height to be measured using non-intrusive technologies. DOT&PF requires snow depth measurement ranges accurate to at least 1 cm with a resolution of 3 mm.

General ESS Polling

Each sensor must have the ability to detect and provide the associated information to the ESS. Each microprocessor-controlled ESS shall report data on request to the polling server(s) and ultimately to the network server at the appropriate DOT&PF building. Environmental information from each ESS shall comply with NTCIP standards. See Section 5.03.14 NTCIP Compliance Requirements.

Remote Processing Units and Data Loggers

Existing ESS sites have one of the following installed:

- Campbell Scientific CR6 (polled using LoggerNet)
- Vaisala Linux
- Vaisala RWS200

DOT&PF desires that the Selected Vendor provide the option of an RPU or a data logger that is equal to or better than the current systems. The Selected Vendor may be required to set up a demonstration to show that the hardware and software they propose to install will ultimately communicate with the existing network server.

Any cabinet utilized with the RWIS site shall be a National Electrical Manufacturers Association 4 (NEMA 4) certified cabinet.

Any RPU or data logger delivered through this contract shall be compliant with the current version of NTCIP 1204.

RPU or data logger shall:

- Ensure circuitry, the voltage inputs, and all communications ports are designed and tested to provide transient and surge protection.
- Incorporate “watchdog” circuitry that monitors its own operation and resets itself if the software enters an indeterminate state.
- Provide the capability to reset by a “user administrator” from the central processing unit.
- Provide stable operation over a temperature range of –40 degrees C to 70 degrees C and 0% to 90% relative humidity non-condensing.

Fit all NEMA certified cabinets with locks using a 2001 Master key padlock.

Support Structures

A. Tilt-Down Pole

DOT&PF has a standard design drawing for a Millerbernd Manufacturing tilt-down camera surveillance pole and a standard design drawing for the pole base. If Millerbernd tilt-down spec surveillance camera

poles are not available, a substitute with the same functionality, survivability, and accessibility options would be acceptable, if:

- The pole requires only one person to perform the act of tilting down the pole to enable access to the camera
- The pole tilts to a level where the on-site individual can have full access to the camera
- The pole is easily tilted up after performing action to the camera, and locks securely (again requiring only one person to raise and lock the pole)
- The pole and base require roughly the same footprint base size as the Millerbernd camera pole and has a standard design base.
- Contractor must have a certified tower climber on staff for our RWIS sites that do not use a Millerbernd Tilt-down pole, or alternately, have access to the use of a bucket truck.

B. Equipment Enclosure

The equipment enclosure must be NEMA 4X lockable aluminum or stainless-steel enclosures that are resistant to damage by weather and vandals. The enclosures must have standoffs for mounting and included aluminum or stainless-steel back panel for equipment mounting. The enclosures must be sized to house equipment and provide working clearances for maintenance with these minimum specifications:

Parameter	Specification
External Dimensions (HxWxD)	24x24x8 inches
Back Panel Thickness	0.125 inch
Hardware	Stainless Steel
Mounting	Pole mountable (as shown in plans)

C. Sensor Mounting Arm

The sensor mounting arms must be approved for use with the sensor and installed on the tower in the manner recommended by the tower manufacture. The arms must be made of weather resistant aluminum. Each sensor type may have different mounting requirements and arms must be selected to accommodate the needs of each sensor according to the sensor manufacture’s recommendations. You are responsible to provide all mounting components needed to install each sensor or camera.

Materials

The Selected Vendor shall furnish industry standard materials.

- Materials shall be produced by a company that has been engaged in the manufacture of such types of materials for a period of at least five (5) years. All equipment must be factory manufactured and come with a minimum 1-year manufacturer’s warranty from commissioning.

- The Contractor is responsible for protecting materials before and during shipment of materials until such time that materials have reached the appropriate storage facility. Storage and maintenance of the material is officially transferred to the Department upon signed delivery by DOT&PF personnel. In the event of damage, the Contractor will make all repairs and/or replacement necessary to restore the material to its original state within the timeframe agreed upon with DOT&PF and at no additional cost.
- The Contractor shall supply the most recent version of all equipment hardware and software. A prior and/or old version of equipment is not acceptable, unless specifically identified as an exception to this requirement and/or approved by DOT&PF. In cases where a newer version of the equipment is available at the time of installation, the Contractor must request a clarification from DOT&PF on which equipment is to be used.
- The Contractor shall deliver all material to the appropriate DOT&PF office or to a job site (if requested) in original unopened containers, where applicable, with all labels intact and legible at time of use. Store all materials in accordance with manufacturers' recommendations.
- The Contractor shall provide and install all software patches, updates and upgrades through final acceptance. The Contractor shall notify DOT&PF of such installations before they occur and report whether or not the install will compromise functionality of the data network.
- The Contractor shall furnish and install all patch cables to cross connect all available equipment.
- Transient voltages, surges and sags shall not affect the equipment operations.
- The equipment shall be modular in design to allow major portions to be readily replaced in the field.
- The equipment design and construction shall utilize the latest available techniques with a minimum number of different parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.
- The equipment shall be designed for ease of maintenance. All equipment parts shall be readily accessible for inspection and maintenance. Test points shall be provided for checking essential voltages and waveforms.
- The Contractor shall provide equipment specification sheets for all new equipment.

NTCIP Compliance Requirements

All components and equipment supplied by the Selected Vendor shall be in compliance with the most current National Transportation Communications for Intelligent Transportation Systems Protocol (NTCIP) ESS standards (<http://www.ntcip.org/>) and must remain compliant throughout the contract period.

- The ESS shall conform to NTCIP 1201 - NTCIP Global Object (GO) Definitions
- The ESS shall conform to NTCIP 1204 - NTCIP Environmental Sensor Station Interface Standard

The Selected Vendor will provide DOT&PF with the information necessary to ensure compliance and compatibility with the existing systems.

Factory Acceptance Testing

DOT&PF requires that all equipment supplied by the Selected Vendor provide manufacturer's calibration and certification specifications.

Warranty

DOT&PF requires that all equipment supplied by the Selected Vendor shall include the manufacturer's warranty, and that DOT&PF be identified as the owner of the equipment in regards to the warranty. As a minimum, a one-year (1) warranty is required of all equipment from the time of commissioning.

Monthly Maintenance and Operations

TYPES OF MAINTENANCE

1. Operation of Network

This includes all activities required to keep the RWIS network active (all software and hardware related to; sensors, facilities, utilities, data transmission, central processing, administration) in fully operational status.

2. Maintenance of Data Integration Network

This includes maintenance of all software and hardware related to the central server, encompassing polling and data processing activities for the RWIS system. This includes replacement of any equipment under warranty. This also includes necessary software and hardware updates required to maintain system-wide compliance with the most recent version of applicable NTCIP protocols. Rates per site shall be billed at the beginning of the quarter for only those sites operational during the previous three months.

Monthly invoices for network and data integration costs shall be billed only for those sites that were operational during the previous three months. DOT&PF will not pay monthly operating costs for sites that were not operating.

Down time due to non-warranty causes, such as road maintenance, vandalism, natural disasters, theft, or accidents must be reported immediately to DOT&PF. DOT&PF may dispatch in-house maintenance to research site damage. If contract services are necessary, the Contractor shall provide a written estimate of the cost of repairs to DOT&PF. DOT&PF may request more information and/or initiate its own investigation to determine the cause of the damage or equipment loss. In the event of the discovery of damage due to theft, vandalism or accident, DOT&PF will notify law enforcement.

SEC. 3.03 CONTRACT TYPE

This contract is a **Time and Materials** type contract.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

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

SEC. 3.05 CONTRACT PAYMENT

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

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

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

SEC. 3.06 LOCATION OF WORK

The location of work to be performed is at the environmental sensor stations (ESS) that are located on major arterials statewide. Please see Appendix C for the RWIS Network Communications Maps, displaying the ESS networks and communication modes.

The Alaska Department of Transportation & Public Facilities (DOT&PF) will manage the project from Juneau, Alaska, the Department's Headquarters. The initial locations where the work is to be performed, completed and managed will be in several areas of Alaska. Due to the expansive geographic work area involved in this project, potential Contractor(s) are advised to carefully consider their logistics and travel requirements when preparing their proposal.

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

The State will not provide workspace or other logistical support for the contractor. The contractor must provide its' own workspace and logistical support, including storage areas, work areas, vehicles, equipment, tools, or any other item needed to perform the Scope of Work.

Travel expenses should not be included in the cost proposal. Contractor travel expenses will be reimbursed by the State per criteria identified in Section Six (6.09 Cost Proposal).

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

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

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

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

SEC. 3.07 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, OR SOC 3 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.08 SUBCONTRACTORS

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

Subcontractor experience **SHALL NOT** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

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

- complete name of the subcontractor.
- complete address of the subcontractor.
- type of work the subcontractor will be performing.
- percentage of work the subcontractor will be providing.
- evidence that the subcontractor holds a valid Alaska business license.

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

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.09 JOINT VENTURES

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.11 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

SEC. 3.12 CONTRACT PERSONNEL

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

SEC. 3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

nondisclosure and confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold

as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

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

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

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

indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the

employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 3.15 INSURANCE REQUIREMENTS

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

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

SEC. 3.16 TERMINATION FOR DEFAULT

- a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

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

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

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

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.04 UNDERSTANDING OF THE PROJECT

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

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.07 COST PROPOSAL

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

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

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

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

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	150
Understanding of the Project	150
Methodology Used for the Project	150
Management Plan for the Project	150
Total	600

Cost Criteria	Weight
Cost Proposal	400
Total	400

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

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

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

Offeror Total Score

_____ x Max Points = Points Awarded

Highest Total Score Possible

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

Offeror Total Score (30)

_____ x Max Points (100) = Points Awarded (75)

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

_____ x Max Points (100) = Points Awarded (50)

Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (150 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

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

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (150 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (150 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (150 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.08 CONTRACT COST (400 POINTS)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

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

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those

items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held over teams or in the DOT&PF Headquarters Building located at 3132 Channel Drive, Juneau, Alaska.

SEC. 6.08 If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.**FAILURE TO NEGOTIATE**

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;

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

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

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

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

SEC. 6.11 STANDARD CONTRACT PROVISIONS

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

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

SEC. 6.12 QUALIFIED OFFERORS

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

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

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

SEC. 6.13 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.14 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.15 HUMAN TRAFFICKING

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

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

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

SEC. 6.16 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

SEC. 6.17 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.18 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.
6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the

State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.19 ASSIGNMENT

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

SEC. 6.20 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this RFP 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 RFP, 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. 6.21 DISPUTES

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

SEC. 6.22 SEVERABILITY

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

SEC. 6.23 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 6.24 SOLICITATION ADVERTISING

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

SEC. 6.25 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the 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.

SECTION 7. ATTACHMENTS

Attachments:

- 1) Standard Agreement Form with Appendix A
- 2) Appendix B2
- 3) Appendix C
- 4) Appendix D
- 5) Submittal Forms A-F
- 6) Cost Proposal Submittal Form G
- 7) FED Form 25D60
- 8) FED Form 25D62
- 9) FWHA Federal Aid Provisions

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove, or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Procurement Officer		Typed or Printed Name	
Typed or Printed Name of Procurement Officer		Title	
Title			

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

- 5.1 The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B²
INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

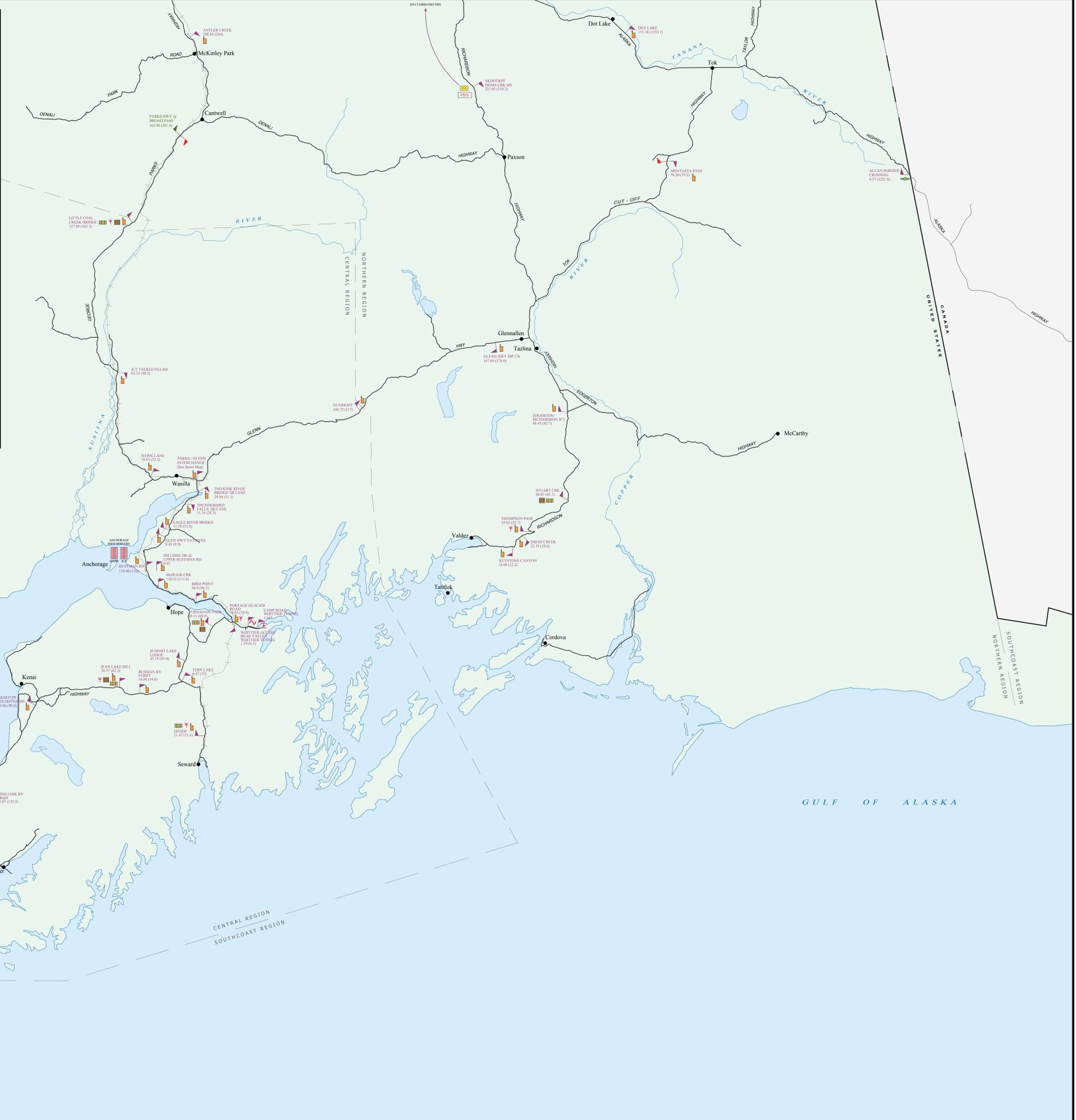
2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Will provide upon learning from Risk Management



**CENTRAL ALASKA
ROAD WEATHER INFORMATION SYSTEM**

RWIS

September 2016

Prepared By The
ALASKA DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
INFORMATION SYSTEMS & SERVICES DIVISION
TRANSPORTATION GEOGRAPHIC INFORMATION SECTION

LEGEND

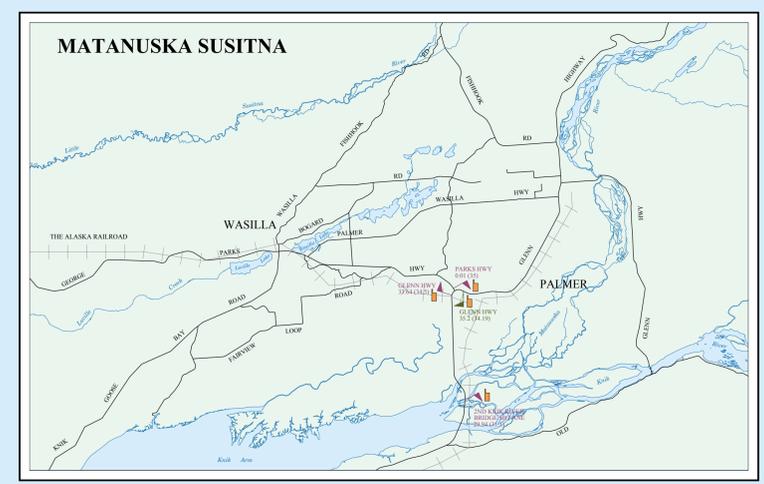
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Roads	—	CDS Milepoint	99.99

ROAD WEATHER INFORMATION SYSTEM (RWIS)

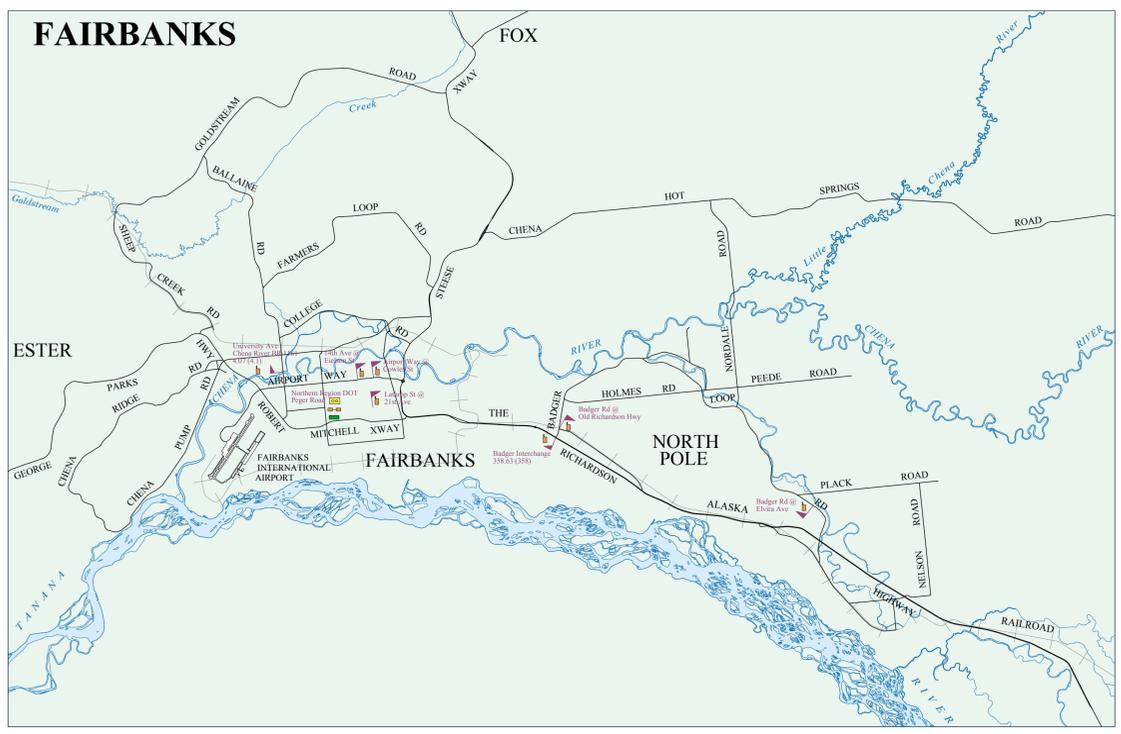
Cooperative Site	🚩	Pavement Sensor Only Site	🚩
RWIS Site	🚩	Camera Only Site	🚩

COMMUNICATION EQUIPMENT

Server	📡	Lantronix SCS 100	📡
Direct Dial & Modem	📡	Network Connection	📡
Freewave	+	Router	📡
Solar Panel	☀️	Ethernet Freewave	📡
Power Module	🔋	Repeater Site	📡
Network Camera	📷	Satellite - LBI Sat	📡
Cellular	📶	DSL	📡
Private Branch Exchange	📞	RF Amplifier	📡



FAIRBANKS



NORTHERN ALASKA ROAD WEATHER INFORMATION SYSTEM



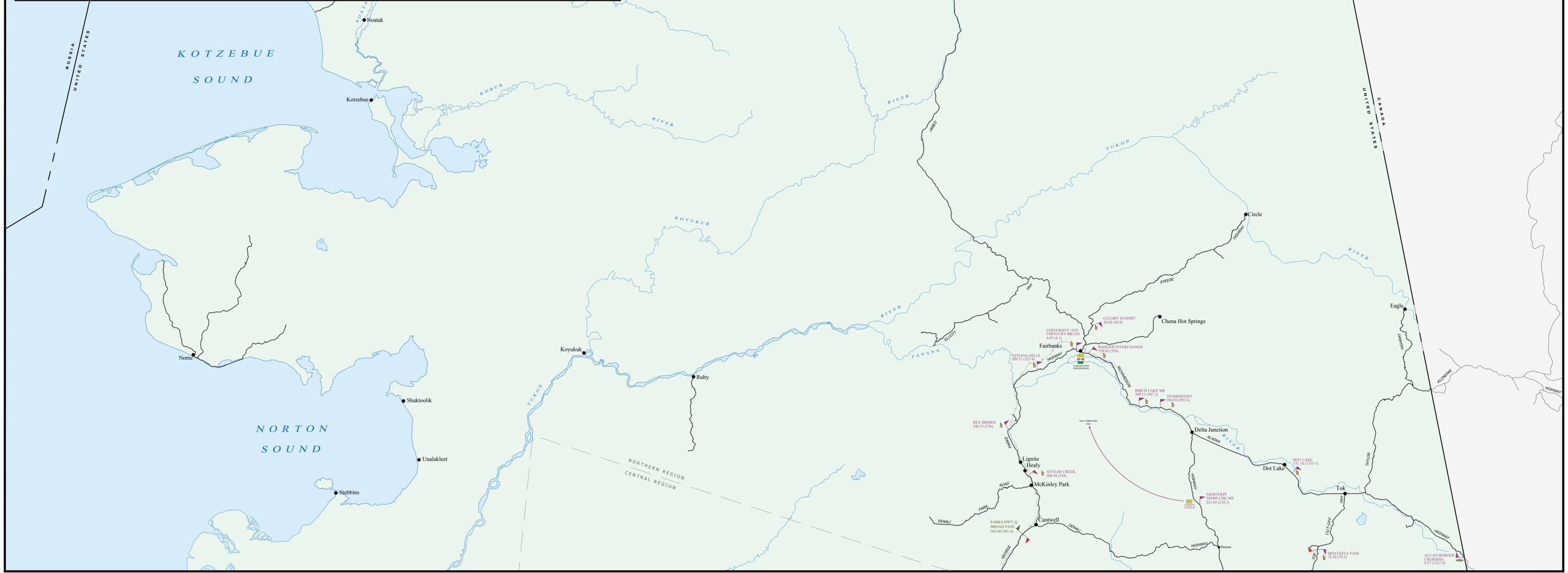
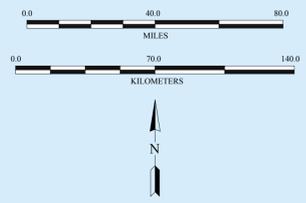
September 2016

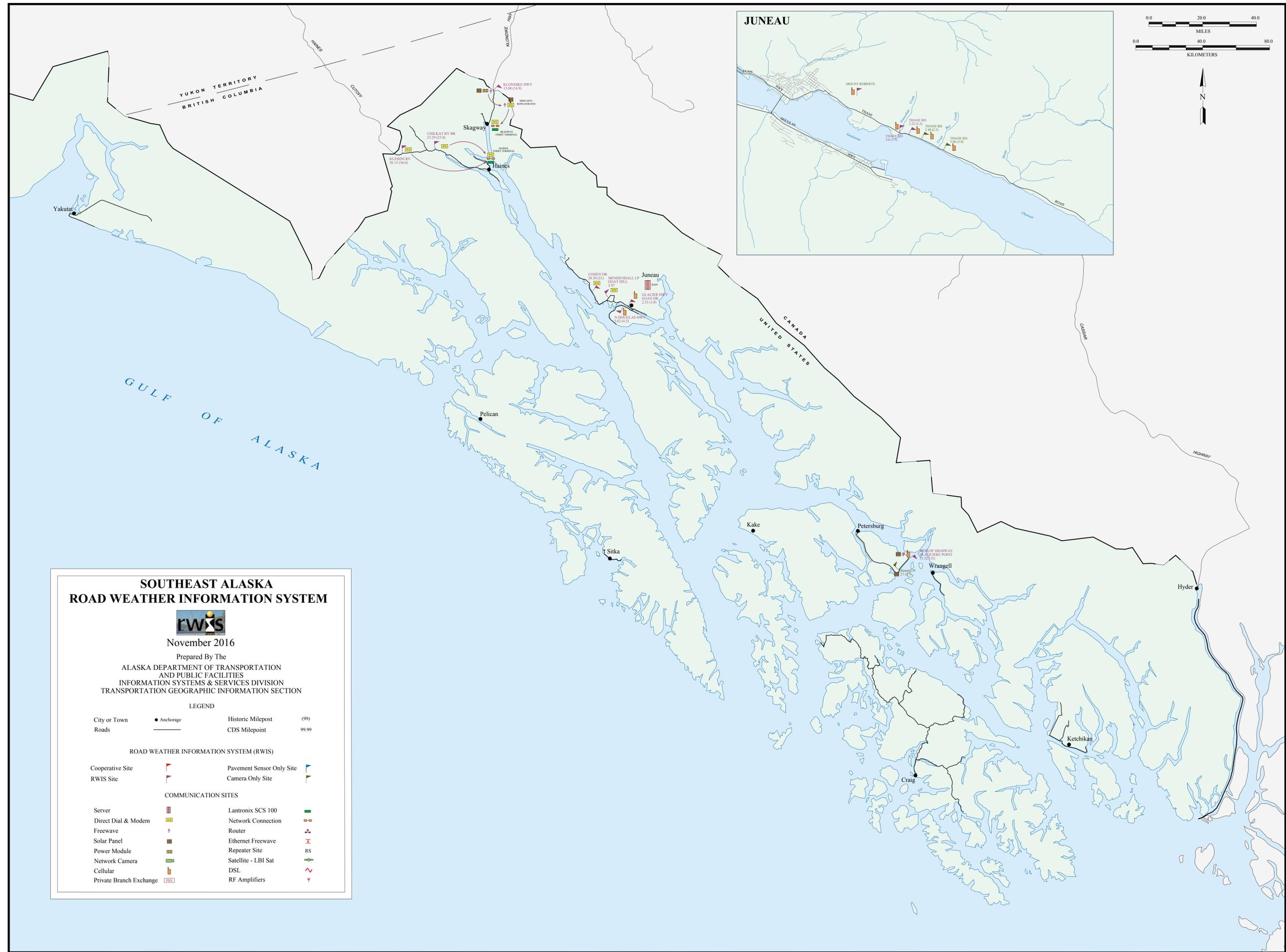
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AND PUBLIC FACILITIES
INFORMATION SYSTEMS & SERVICES DIVISION
TRANSPORTATION GEOGRAPHIC INFORMATION SECTION
LEGEND

City or Town	● Anchorage	Historic Milepost	(99)
Roads	—	CDS Milepoint	99.99

ROAD WEATHER INFORMATION SYSTEM (RWIS)			
Cooperative Site	▲	Pavement Sensor Only Site	▲
RWIS Site	▲	Camera Only Site	▲

COMMUNICATION SITES			
Server	■	Lantronix SCS 100	■
Direct Dial & Modem	■	Network Connection	■
Freewave	+	Router	+
Solar Panel	■	Ethernet Freewave	+
Power Module	■	Repeater Site	RS
Network Camera	■	Satellite - LBI Sat	■
Cellular	■	DSL	■
Private Branch Exchange	■	RF Amplifier	■





**SOUTHEAST ALASKA
ROAD WEATHER INFORMATION SYSTEM**



November 2016

Prepared By The
ALASKA DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
INFORMATION SYSTEMS & SERVICES DIVISION
TRANSPORTATION GEOGRAPHIC INFORMATION SECTION

LEGEND

City or Town	● Anchorage	Historic Milepost	(99)
Roads	—	CDS Milepoint	99.99

ROAD WEATHER INFORMATION SYSTEM (RWIS)

Cooperative Site	▲	Pavement Sensor Only Site	■
RWIS Site	▲	Camera Only Site	■

COMMUNICATION SITES

Server	■	Lantronix SCS 100	■
Direct Dial & Modem	■	Network Connection	■
Freewave	+	Router	■
Solar Panel	■	Ethernet Freewave	■
Power Module	■	Repeater Site	■
Network Camera	■	Satellite - LBI Sat	■
Cellular	■	DSL	■
Private Branch Exchange	■	RF Amplifiers	■

COMMUNICATIONS								
SITE NAME	ID	SAT	WAN	CDMA/ GSM/LTE	POTS	DSL	Clear RF Amplifier	POLLING SERVER
Seward Hwy @ Portage Glacier Road	0			X			X	SERVERS:
Seward Hwy @ Bird Point MP 96.3	1			X				RAIN -Juneau
Seward Highway @ Huffman Road	2			X				DOTJNURWIS02
Glenn Hwy @ Eagle River Bridge	3			X				
Hillside Road @ Upper Huffman Road	4			X				SNOW/ICE - Anchorage
Seward Hwy @ McHugh Creek MP 111.8	5			X				DOTANCRWIS01
Glenn Hwy @ S Curves MP10	6			X				
Glenn Hwy @ 2nd Knik River Bridge	7			X				
Parks Hwy @ Hawk Lane MP 53.2	8			X				
Parks Hwy @ Talkeetna Road MP 98.7	9			X				
Sterling Hwy @ DOT Soldotna MS - MP 98	10			X				
Seward Hwy @ Summit Lake Lodge MP 45.8	11			X				
Sterling Hwy @ Russian River Ferry MP 54.8	12			X				
Sterling Hwy @ Ninilchik River Bridge MP 135.9	13			X				
Egan Drive/Glacier Hwy @ MP 3	14			X				
MendenHall Loop Road @ Goat Hill - bottom	15				X			
Glacier Highway @ Cohen Drive MP 22	16				X			
Haines Highway @ Chilkat River Bridge MP 23.8	17				X	X		
Glenn Hwy @ Gunsight Mountain MP 117	18			X				
Parks Hwy @ Broad Pass Summit MP 201	19							
Richardson Hwy @ Valdez MP 19	20			X				
Edgerton Hwy @ Richardson Highway	21			X				
Richardson Highway @ Birch Lake MP 307.2	22			X				
Tok Cutoff @ Mentasta Pass MP 79.2	23			X				
Richardson Hwy @ Trims DOT MS MP 218.2	24				X			
Alaska Highway @ Dot Lake MP 1360.4	25			X				
Richardson Hwy @ Thompson Pass MP 26	26			X			X	
Richardson Highway @ Badger IntercXnge MP 358	27			X				
University Avenue Fairbanks @ Chena River Bridge	28			X				
Steese Highway @ Cleary Summit MP 20.9	29			X				
Haines Highway @ Klehini MP 36.6	30					X		
Parks Hwy @ Little Coal Creek MP 163.2	31			X			X	
Klondike Highway @ US/Canadian Border MP 14.9	32		X					
Whittier Access Road @ Bear Valley MP 1.35	33		X					

COMMUNICATIONS

SITE NAME	ID	SAT	WAN	CDMA/ GSM/LTE	POTS	DSL	Clear RF Amplifier	POLLING SERVER
North Douglas Highway MP 4	34			X				
Richardson Hwy @ Stuart Creek Lodge MP 45.6	35					X		
Richardson Highway @ Tenderfoot MP 292.7	36			X				
Alaska Highway @ Canadian Border MP 1221.8	37	X						
Parks Hwy @ Nenana Hills MP 325.4	38			X				
Parks Hwy @ Antler Creek MP 244	39			X				
Parks Hwy @ Rex Bridge MP 276	41			X				
Glenn Hwy @ MP 176	42			X				
Seward Hwy @ Turnagain Pass MP 69	43			X				
Seward Hwy @ Divide 11.7	44			X			X	
Sterling Hwy @ Tern Lake MP 37	45			X				
Glenn Highway @ Thunderbird Falls MP 24	46			X				
Pasagshak Road @ MP 2.1 - Kodiak	47	X						
Sterling Hwy @ Jean Lake Hill MP 62	48			X			X	
Mitkof Highway @ Blaquiere Point MP 33	49			X			X	
Mitkof Highway @ Banana Point	50			X				
Richardson Highway @ Keystone Canyon MP 12.3	51			X				
Whittier Access Road @ Whittier	52		X					
Mitkoff Hwy	50			X				
Glenn Hwy MP 35.17	53			X				
Parks Hwy MP 35.0	54			X				
Glenn Hwy MP 35.85	55			X				
Thane Road Snow Gulch N MP 1.9	59			X				
(internal video cam only)				X				
Thane Road Snow Gulch N MP 2.2	60			X				
Thane Road @ Middle Pass MP 2.4	61			X				
Thane Road @ Cross Bay MP 3.0	62			X				
14th & Eielson	63			X				
Badger Loop West	64			X				
Airport Way @ Cowles	65			X				
Lathrop & 21st	66			X				
Badger Loop East	67			X				
Mount Roberts	68			X				

Attachment #5 SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2526H076

PROJECT NAME: RWIS MAINTENANCE AND EQUIPMENT- FEDERALY FUNDED

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business

License #: _____

CONTACT INFORMATION

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

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

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

Name of Position 1 _____

Name of Position 2 _____

Name of Position 3 _____

Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

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

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

Section	Clarification

CONFLICT OF INTEREST STATEMENT

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

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

<input type="checkbox"/> Yes <input type="checkbox"/> No
--

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

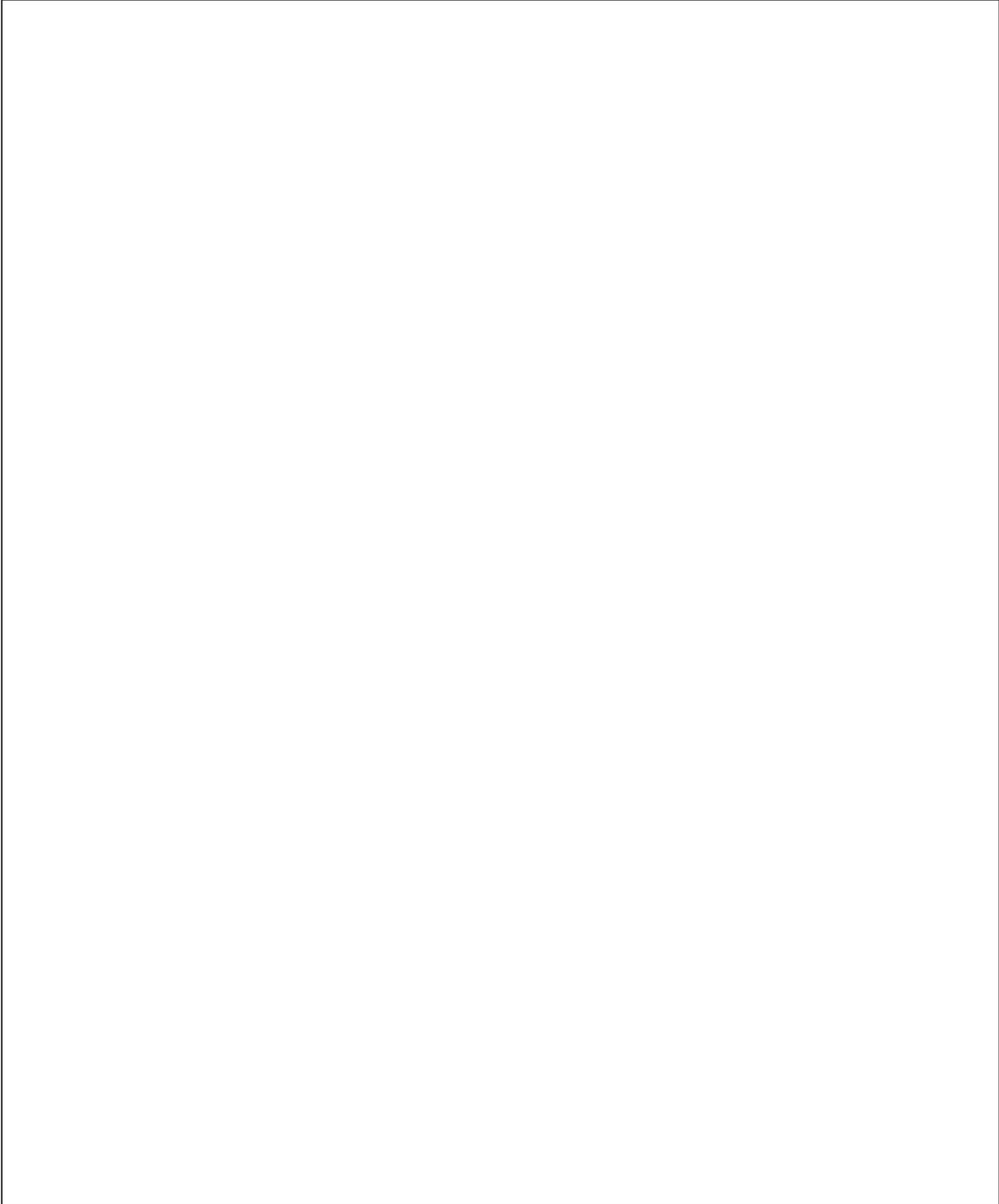
If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

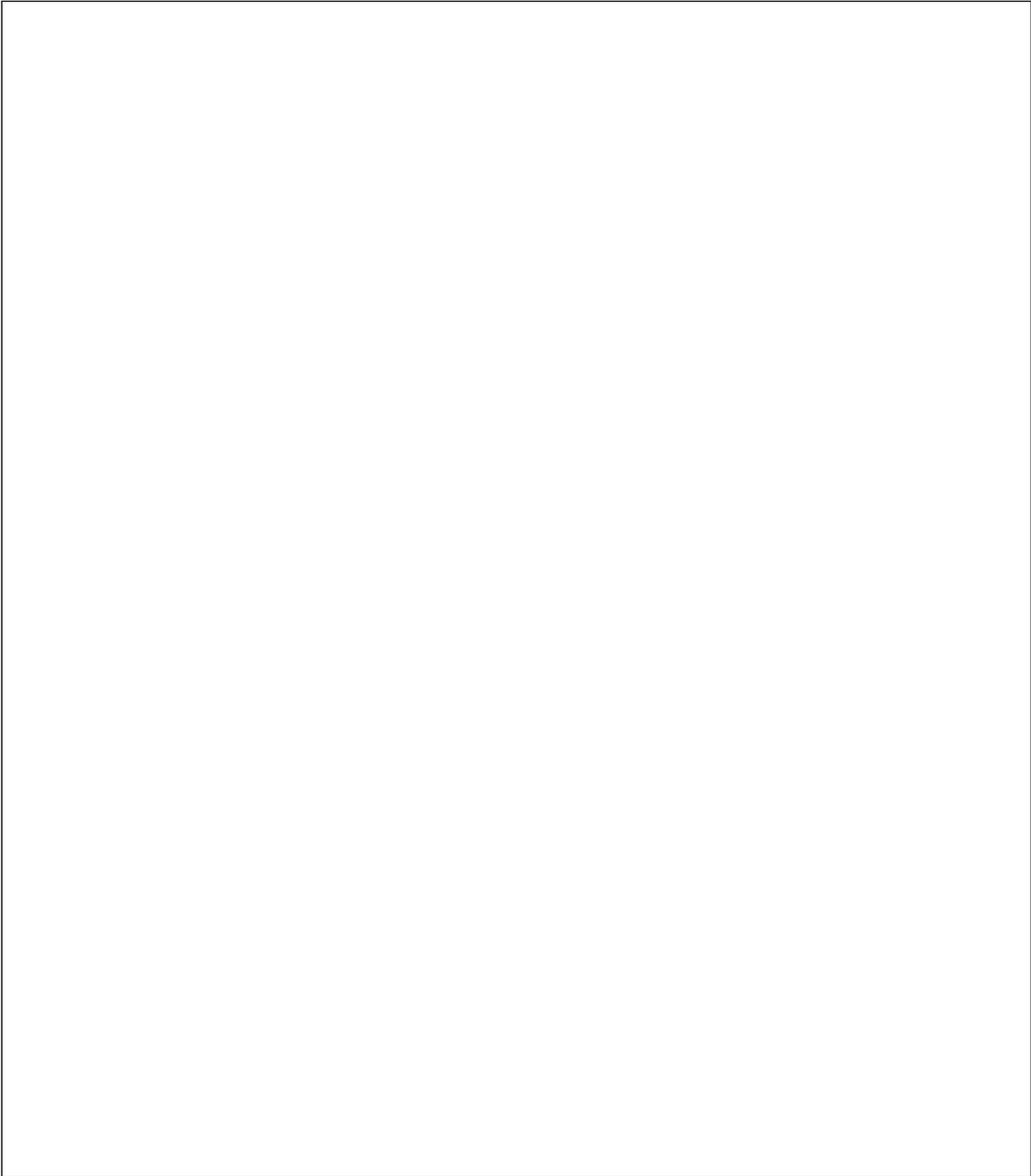
Attachment #6 SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

A large, empty rectangular box with a thin black border, intended for the offeror to provide their experience and qualifications. The box occupies most of the page below the header and special requirements.

Attachment #7 SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

A large, empty rectangular box with a thin black border, occupying most of the page below the instructions. It is intended for the offeror to provide their understanding of the project.

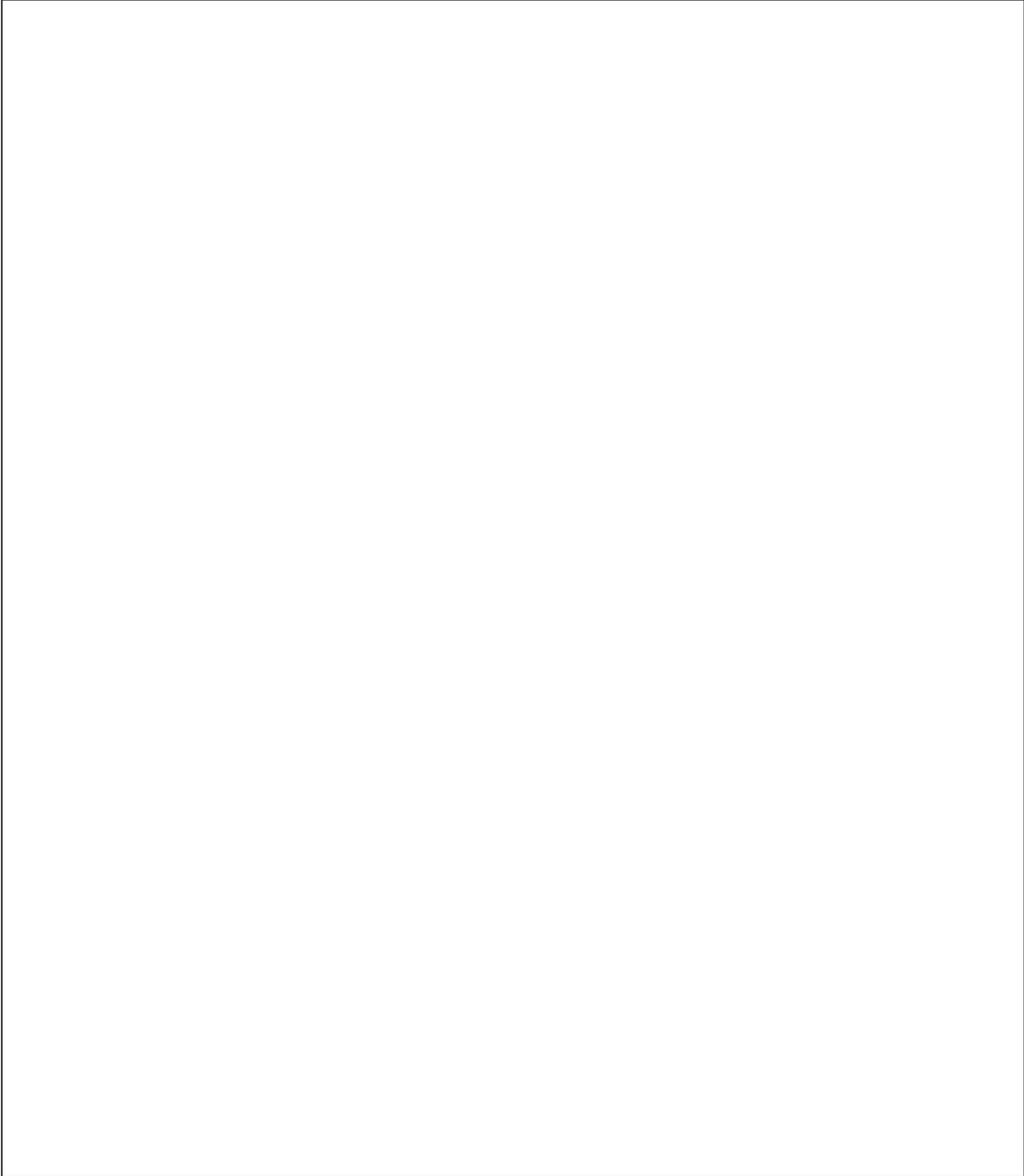
Attachment #8 SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

Empty box for methodology submission.

Attachment #9 SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

A large, empty rectangular box with a thin black border, intended for the submission of the Management Plan. The box occupies most of the page below the header and instructions.

ATTACHMENT 11 COST PROPOSAL -SUBMITTAL FORM G

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per each deliverable in a manner that ADOT&PF can evaluate and score. Please enter your cost in the spaces provided below for completing each deliverable.

The successful offeror must provide a cost proposal that is inclusive of **ALL COSTS** to provide the goods and services outlined in this RFP.

Offerors must complete and submit all portions of this cost proposal for the purpose of proposal scoring. Failure to do so will result in the proposal being declared non-responsive and rejected. **No cost information shall be included in the body of the proposal.**

The cost proposal is split into three sections. Section one covers the vendors fully loaded labor rates. Section two covers costs for equipment and materials. Section three provides an evaluation cost summary for the purpose of proposal cost evaluation.

Section One

1. **Labor Costs - offerors shall complete the following table, estimating the total costs based on the Estimated Annual Hours provided in the table.**

Job Class	Employee Name	Estimated Annual Hours	Fully-loaded Hourly Rate	Est. Annual Hrs x Hourly Rate
Project Manager		150	\$	\$
Technician- Weekly scanning and troubleshooting		105	\$	\$
Field Technician 1 –		600	\$	\$
Field Technician 2 – Support Personnel		300	\$	\$
Administrative Support		50	\$	\$
Other		50	\$	\$
Total Estimated Annual Labor Cost (For Evaluation Purposes)				\$

2. **Training – including instructor, travel, facility and all training materials. The state does not guarantee any minimum or maximum number of training sessions will be required.**

Training	Cost per Training
One 4-hour Operator Interface Training for up to 15 people	\$
One 8-hour training on Field Equipment and Components (equipment identification and operation) for up to 4 people	\$
One 8-hour field training on Field Equipment and Components (high-level diagnosing, troubleshooting and preventative maintenance) at an existing Anchorage ESS for up to 4 people	\$
One 8-hour Installation and Data Integration training session for up to 3 people	\$
Total Training Costs (For Evaluation Purposes)	\$

3. **Maintenance and Operations – per RFP Section 5.05 for each of the 49 existing sites.**

Maintenance	X 49 sites	Total
1. Operation of Network		\$
2. Data Integration Network		\$
3. Preventative		\$
4. Random Maintenance (does not include equipment purchases)		*T&M
TOTAL MAINTENANCE COSTS (For Evaluation Purposes)		\$

***T&M = Time and Materials with Travel Expenses**

Total points for cost will be calculated using the formula as stated in Section 2.13 based on the following **TOTAL COST:**

1. Total Estimated Annual Cost for Hourly Services	\$
2. Total Training Costs	\$
3. Total Maintenance Costs	\$
TOTAL COST	\$

Section Two – Costs for Equipment

Offerors shall propose a fixed fee for each equipment make and model proposed to be supplied as part of this contract. ADOT&PF does not commit to any minimum number of purchases of equipment. The following table is provided as a guideline. Offerors shall include a minimum of two types of each equipment, however additional rows may be added to include additional devices. In addition, offerors may combine rows on this table, for situations when one device performs multiple measurements.

In order to calculate a total cost for use in evaluating proposals, ADOT&PF will sum the total costs of the two models proposed for each measurement type. If an offeror includes additional models beyond two for each measurement, the additional models will not be included in the analysis of cost proposals. If an offeror only includes one model, the cost of the one model will be counted two times. The performance and quality of the two proposed equipment (for each device) will be used in the evaluation of prior performance.

While ADOT&PF has stated that ‘all-in-one’ RWIS stations will not be accepted as solutions for this solicitation, ADOT&PF understands that the combination of two or more measurements to be performed by one sensor is logical and can be an efficient way to accomplish the needs while minimizing the sensor costs. Therefore, Offerors are allowed to adjust the table below to indicate those situations where two or more measurements are to be accomplished by one sensor.

Measurement	Equipment Proposed (make & model)	Notes	Price per unit
Air Temperature ¹	1.		\$
	2.		\$
Relative Humidity ¹	1.		\$
	2.		\$
Wind Speed ²	1.		\$
	2.		\$
Wind Direction ²	1.		\$
	2.		\$
Precipitation Occurrence ^{3,4}	1.		\$
	2.		\$
Precipitation Type ⁴	1.		\$
	2.		\$
Precipitation Rate ⁴	1.		\$
	2.		\$
Precipitation Intensity ⁴	1.		\$
	2.		\$
Precipitation Accumulation – Measured (heated)	1.		\$
	2.		\$
Precipitation Accumulation – Measured (not heated)	1.		\$
	2.		\$
Precipitation Accumulation ⁴ – Estimated	1.		\$
	2.		\$
Visibility ⁴	1.		\$
	2.		\$
Visibility Situation ⁴	1.		\$
	2.		\$
Station Atmospheric Pressure	1.		\$
	2.		\$
Snow Depth	1.		\$
	2.		\$

Measurement	Equipment Proposed (make & model)	Notes	Price per unit
Water Level	1.		\$
	2.		\$
Solar Radiation	1.		\$
	2.		\$
Pavement Temperature	1.		\$
	2.		\$
Pavement Grip (friction)	1.		\$
	2.		\$
Pavement Contaminant Depth	1.		\$
	2.		\$
Soil Temperature 18" Sub-Probe	1.		\$
	2.		\$
Temperature Acquisition Cables ⁷	1.		\$
	2.		\$
Visual Observation (e.g. cameras)	1.		\$
	2.		\$
Infrared Illuminators	1.		\$
	2.		\$
Remote Processing Unit (RPU) ⁵	1.		\$
	2.		\$
Support Structures ⁶	1.		\$
	2.		\$
Weather Cabinet	1.		\$
	2.		\$
Total Equipment Cost (For Evaluation Purposes)			\$

Notes:

1. One combined sensor package providing temperature and relative humidity
2. One combined sensor package providing wind direction and speed. One offering shall be in a heavy duty configuration.
3. ADOT&PF's preference is not a YES/NO sensor but rather a sensor that provides multiple sensor precipitation outputs, i.e., accumulation, intensity, rate, type, etc.
4. One sensor package providing electronic estimation of precipitation occurrence, type, rate, intensity, and accumulation plus visibility and visibility situation.
5. One RPU offering must be a Campbell Scientific data logger that is appropriate for the sensor array. ADOT&PF currently use CR1000 and CR6 dataloggers.
6. Pole/tower. ADOT&PF has used the Millerbernd 30' Surveillance Camera Pole specification and has pole base design drawings. A second offering should be a pole designed to mount a side fire radar non-intrusive pavement temperature sensor.
7. A. One offering should be a 6' thermistor string with thermistors placed at 3", 6", 9", 12", 18", 24", 36", 42", 48", 54", 60", 66", 72", and provisions on in-pavement pigtail.
B. A second offering should include customized spacing and thermistor string length.

Section Three – Total Costs from Sections 1-2

Cost Section	Costs (from above)
1. Total Labor/Training/Maintenance Costs	
2. Total Equipment Cost	
TOTAL EVALUATED COST	



ATTACHMENT 12

Non-Domestic Minimal Use & De Minimis Register Federal-Aid Highway Contracts

Project Name and Number¹ RWIS Maintenance and Equipment 2526H076

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 §635.410\(b\)\(4\)](#) 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.



ATTACHMENT 13

Certificate of Buy America Act Compliance

Federal-Aid Highway Contracts

PART 1:

Project Name and Number RWIS Maintenance and Equipment 2526H076	
Supplier Company Name	
Supplied to: Contractor or Subcontractor Company Name	
Bid Item No. / Bid Item Description	Quantity
Description of Material Manufactured in United States:	

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

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

I certify under penalty of law that the construction materials, steel product, or iron product identified on Part 1 of this form is manufactured in the United States, and complies with the requirements of Public Law No. 117-58, Sections 70901-52, 23 CFR 635.410, and Contract subsection 106-1.01, Buy America Provision. The construction material, steel product, or iron product identified on Part 2 of this form or an attachment is of foreign manufacture. The term "Manufactured in the United States" is defined in Contract subsection 106-1.01, Buy America Provision. The qualification of who may make this certification is included in Contract subsection 106-1.01, Buy America Provision.

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

Authorized Corporate Signature

Date

Printed Name

Supplier's Company Name

Position Title



for
FEDERAL-AID (FHWA) CONTRACTS

FHWA-1273 – Revised October 23, 2023

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

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.