

**STATE OF ALASKA ITB NUMBER 2527H098
AMENDMENT NUMBER ONE (1)**

AMENDMENT ISSUING OFFICE:



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

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: September 10, 2026

RFP TITLE: ATLAS Replacement Project -Federally Funded

DUE DATE: October 2, 2026 at 2:00 PM. (Alaska Time)

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

Vendor Signature: _____

Date: _____

Printed Name: _____

Offerors Name: _____

The purpose of this Amendment #1 is to:

- **Provide answers to questions received**
- **Modify Sections of the RFP**
- **Modify Attachments of the RFP**
- **Provide Federal Transit Administration (FTA) provisions and required forms**

Questions and Answers

Question #1:

For purposes of Section 1.04, may the minimum prior-experience requirements be satisfied through the combined corporate experience of the prime offeror and named subcontractors or joint-venture members, and must each of the two cited implementations independently demonstrate every experience element listed in that section?

Answer #1

Please see RFP Section 3.09 Subcontractors and Section 3.10 Joint Ventures.

Question #2:

Please provide the available ATLAS data model, database or export formats, approximate record and attachment volumes, and the parties responsible for extraction, cleansing, deduplication, and remediation. Please also clarify whether pre-2019 seetime records embedded in current employee histories are within the required migration scope.

Answer #2

Through this Amendment #1, the State is providing an answer to the first part of this question. The State is collecting the information required to answer the second part and will issue an additional amendment to provide that answer.

Historical seatime data in Atlas is unreliable or absent for long-tenure mariners, particularly for service predating when seatime letter generation became automated. We maintain separate legacy spreadsheets for this older historical data and manually patch it into letters when those mariners request them. Seatime automation began around 2010, and his legacy data goes back to the early 2000s and even earlier.

Question #3:

Will DOT&PF provide interface specifications, nonproduction environments, test credentials, and technical subject-matter experts for IRIS, Marinalis, Applicant Stack, the State identity provider, and CTM? Please identify which integrations are mandatory for initial production acceptance and any third-party fees the contractor must include.

Answer #3

Yes, the State will provide all required information for all integrations to the awarded contractor. Integrations are not required for initial production acceptance if bulk import of information can occur prior to initial production acceptance.

See RFP Submittal Form G – Cost Proposal:

Offerors shall include in the cost proposed all costs associated with completing all tasks and deliverables described in the Scope of Work and Deliverables section of the RFP, including but not limited to labor, administration, overhead, materials, and profit.

Question #4

Must every requirement marked “Must Have” in Submittal Form H be operational at initial go-live, and how will requirements marked “Could Have” affect technical scoring and final acceptance? Please also identify whether phased activation of otherwise compliant capabilities is permissible.

Answer #4

All 'Must Have' requirements need to be implemented by initial go-live. A phased approach is acceptable, we can use the new system for testing and training throughout the various releases, but full cutover from the current ATLAS system won't occur until all 'Must Have' requirements have been met. Though not anticipated, at the State's discretions, any change to this requirement may be negotiated between the State and the contractor and the requirement may be deferred to a later enhancement.

Question #5

Does the reference to HIPAA requirements mean the selected contractor will receive regulated PHI and be required to execute a Business Associate Agreement? Please identify the State data classification and any security assessment, penetration-test evidence, or Alaska OIT approval artifacts required beyond the current SOC 2 Type II report or FedRAMP authorization.

Answer #5

The State has removed this requirement and will store this information in a secure location outside of the system.

End of Questions and Answers

Modifications

Modification #1

The Title of RFP #2527H098 ATLAS Replacement Project is updated to ATLAS Replacement Project-**Federally Funded**

Modification #2

Adds new RFP Subsection 1.14 Federal Contract Provisions to RFP Section 1 Introduction & Instructions

SEC 1.14 Federal Contract Provisions

Required Contract Provisions for Federal-Aid Contracts, Form Federal Aid Provisions U.S. Federal Transit Administration (FTA) pages 1 through 21 is attached to this document. This contract incorporates the provisions by reference, with the same force and effect as if they were given in full text. The Contractor must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

CONTRACT FUNDING:

The funding of the resultant contract will be provided by the U.S. Federal Transit Administration (FTA). Federal funds are identified and appropriated for the first term of the contract. Payment and performance obligations for additional terms of the contract are subject to the availability and appropriation of funds.

STATEMENT OF FINANCIAL ASSISTANCE:

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

Sec. 36.30.890. Federal Assistance

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

2 AAC 12.730. Federal Assistance

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

Modification #3

RFP Section 1.02 Budget is removed in its entirety and replaced with the following language.

SEC 1.02 Budget

The Department of Transportation & Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS), estimates a budget of between **\$1,200,000.00** and **\$1,500,000.00** dollars for completion of this project. The Grand Total Evaluated Proposed Cost in Submittal Form G may not exceed **\$1,500,000.00** Proposals priced at more than **\$1,500,000.00** will be considered non-responsive and rejected.

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

Modification #4

RFP Section 1.03 Deadline For Receipt Of Proposals is removed in its entirety and replaced with the following language.

SEC 1.03 Deadline For Receipt Of Proposals

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

Modification #5

RFP Section 1.07 Return Instructions is removed in its entirety and replaced with the following language.

SEC 1.07 Return Instructions

Offerors may submit proposals either by hard copy or electronically by email. Offerors submitting electronically are not required to submit a hard copy. Offerors must submit one hard copy or electronic 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:

Department of Transportation & Public Facilities
Alaska Marine Highway System (AMHS)
Attention: Chris Hunt
Request for Proposal (RFP) Number: 2527H098
RFP Title: ATLAS Replacement Project - **Federally Funded**

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

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99801

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

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

Electronic Proposal Submission:

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". 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.

Faxed or oral proposals **will not be accepted.**

Modification #6

RFP Section 1.11 RFP Schedule is removed in its entirety and replaced with the following language.

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 Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		August 21, 2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	October 2, 2026
Proposal Evaluations Complete		October 9, 2026
Notice of Intent to Award		October 9, 2026
Contract Issued		October 20, 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 Department of Transportation & Public Facilities (DOT&PF), or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

Modification #7

RFP Section 3.17 INDEMNIFICATION is removed in its entirety and replaced with the following language.

SEC. 3.17 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the State of Alaska 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 State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State of Alaska", 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 State of Alaska's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Modification #8

RFP Section 3.18 INSURANCE REQUIREMENTS is removed in its entirety and replaced with the following language.

SEC. 3.18 INSURANCE REQUIREMENTS

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the

following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State of Alaska 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. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and may be grounds for termination of the contract. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a "claims-made" basis must have a two-year tail of coverage, or an unbroken continuation of coverage for two years from the completion of the contract requirements.

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 Employers Liability with limits of at least \$1,000,000. Also, where applicable, the contractor shall provide and maintain 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 of Alaska.

2.2 Commercial General Liability Insurance including:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 5,000 Medical Payments

The policy must name the State of Alaska as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

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 \$1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

2.4 Cyber/Privacy Liability Insurance with limits not less than \$10,000,000. The Cyber Coverage shall include, but not be limited to, first-party coverage (data restoration, business interruption, forensic investigation, and crisis management), third-party coverage (regulatory fines, legal defense costs, and media liability), cyber extortion/ransomware (ransom payments and negotiation services), data theft, and privacy and notification (HIPAA violations, breach notification expenses, credit monitoring, and compliance with state and federal laws). Contractor shall maintain continuous coverage for the duration of the agreement and for 2 years following termination.

2.5 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 \$100,00.00	\$300,000.00 per Claim / Annual Aggregate
\$100,000.00 to \$499,999.00	\$500,000.00 per Claim / Annual Aggregate
\$500,000.00 to \$999,999.00	\$1,000,000.00 per Claim / Annual Aggregate
\$1,000,000.00 and over	\$10,000,000.00

Limits Per Risk Management 8/26/2026 CDH.

Modification #9

RFP Section 4.09 COST PROPOSAL (Submittal Form G) is removed in its entirety and replaced with the following language.

SEC 4.09 COST PROPOSAL (Submittal Form G)

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

If needed, any additional pages needed to identify each proposed employee for the Transition Assistance Personnel List & Fixed Rates will not count against the total allowable page count.

Submission forms shall not exceed the page limit (as described in Section 4.02).

Modification #10

RFP Section 5.02 EVALUATION CRITERIA is removed in its entirety and replaced with the following language.

SEC 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	50
Understanding of the Project	(Submittal Form C)	50
Methodology Used for the Project	(Submittal Form D)	100
Management Plan for the Project	(Submittal Form E)	90
System Requirements	(Submittal Form H)	310
Total		600

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

Modification #11

RFP Section 4.08 System Requirements is removed in its entirety and replaced with the following language.

SEC 4.08 System Requirements

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

- 1) Are the requirements completely addressed in Submittal Form H with sufficient details?
- 2) Responses provided in Submittal Form H will be evaluated and scored as follows for each requirement:

Must Haves Point Scale

2 points = included as part of solution
1 point = requires solution modification
0 points = not included in solution

Could Haves Point Scale

1 point = included as part of solution
0.5 points = requires solution modification
0 points = not included in solution

Modification #12

RFP Section 4.10 ALASKA OFFEROR PREFERENCE is removed in its entirety.

Modification #13

RFP Section 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSE is removed in its entirety and replaced with the following language.

SEC 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSE

Prior to the award of a contract, an offeror must hold a valid Alaska business license. 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.

Modification #14

RFP Section 5.11 APPLICATION OF PREFERENCES is removed in its entirety.

Modification #15

RFP Section 5.12 ALASKA BIDDERS PREFERENCES is removed in its entirety.

Modification #16

RFP Section 5.13 ALASKA VETERAN PREFERENCES is removed in its entirety.

Modification #17

RFP Section 5.14 ALASKA MILITARY SKILLS PROGRAM PREFERENCES is removed in its entirety.

Modification #18

RFP Section 7 Attachments is removed in its entirety and replaced with the following language.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form

Note: Attachments 2-9, Submittal Forms A-H are also provided electronically with the RFP posting.

- 2) **Submittal Form A. Offeror Information** (Completed and submitted with proposal)
- 3) **Submittal Form B. Experience and Qualifications** (Completed and submitted with proposal)
- 4) **Submittal Form C. Understanding of the Project** (Completed and submitted with proposal)
- 5) **Submittal Form D. Methodology Used for the Project** (Completed and submitted with proposal)

- 6) **Submittal Form E. Management Plan for the Project** (Completed and submitted with proposal)
- 7) **Submittal Form F. Subcontractors** (Completed and submitted with proposal)
- 8) **Submittal Form G. Cost Proposal** (Completed and submitted with proposal)
- 9) **Submittal Form H. System Requirements** (Completed and submitted with proposal)
- 10) Standard Contract Form & Appendix A
- 11) Appendix B2 Indemnity and Insurance
- 12) Notice of Intent to Award (NOIA)
- 13) Demonstration of Required Minimum Prior Experience Form
- 14) AMHS Dispatch Management System (DMS) Concept of Operations (ConOps)
- 15) Federal Transit Administration (FTA) Provisions (Form 25D-55T)
- 16) State of Alaska Department of Transportation and Public Facilities, FTA Certification Regarding Lobbying for Rolling Stock (Completed and submitted with proposal)
- 17) State of Alaska Department of Transportation and Public Facilities, CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Form 25D-159) (Completed and submitted with proposal)
- 18) State of Alaska Department of Transportation and Public Facilities, CERTIFICATE OF BUY AMERICA COMPLIANCE AND CERTIFICATE OF NON-COMPLIANCE FOR ROLLING STOCK (Form 25D-151) (Completed and submitted with proposal)

Modification #19

RFP ATTACHMENT #1 PROPOSAL EVALUATION FORM is removed in its entirety and replaced with the ATTACHMENT #1 PROPOSAL EVALUATION FORM included with this Amendment #1.

Modification #20

RFP ATTACHMENT #2 SUBMITTAL FORM A-Offeror Information and Certification is removed in its entirety and replaced with the ATTACHMENT #2 SUBMITTAL FORM A-Offeror Information included with this Amendment #1.

Modification #21

RFP ATTACHMENT #11 Appendix B2 Indemnity and Insurance is removed in its entirety and replaced with the ATTACHMENT #11 Appendix B3 Indemnity and Insurance included with this Amendment #1.

Modification #22

RFP ATTACHMENT #9 Submittal Form H. System Requirements is removed in its entirety and replaced with the ATTACHMENT #9 Submittal Form H. System Requirements included with this Amendment #1.

Modification #23

- 19) RFP ATTACHMENT #14 AMHS Dispatch Management System (DMS) Concept of Operations (ConOps) is removed in its entirety and replaced with the ATTACHMENT #14 AMHS Dispatch Management System (DMS) Concept of Operations (ConOps) included with this Amendment #1.

End of Modifications

See Modified and Additionally Included Forms and Attachments included below.

Signature:  _____ Date: 9/10/2026
B3CD8040641845F...

Name: Chris Hunt
Title: Procurement Specialist 5

Modification #17 Modified Form

ATTACHMENT #1 PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: _____

Evaluator Name: _____

Date of Review: _____

RFP Number: 2527H098

EVALUATION CRITERIA AND SCORING

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

5.04 Experience and Qualifications—50 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?

NOTES: _____

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

NOTES: _____

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES: _____

2) Questions regarding the firm

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES: _____

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES: _____

c) Has the firm provided letters of reference from previous clients?

NOTES: _____

d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04: _____

5.05 Understanding of the Project—50 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?

NOTES: _____

2) How well has the offeror identified pertinent issues and potential problems related to the project?

NOTES: _____

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

NOTES: _____

4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05: _____

5.06 Methodology Uses for the Project—100 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?

NOTES: _____

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES: _____

- 3) Does the methodology interface with the time schedule in the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.06: _____

5.07 Management Plan for the Project—90 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?

NOTES: _____

- 2) How well is accountability completely and clearly defined?

NOTES: _____

- 3) Is the organization of the project team clear?

NOTES: _____

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES: _____

- 6) Does it appear that the offeror can meet the schedule set out in the RFP?

NOTES: _____

- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES: _____

8) To what degree is the proposal practical and feasible?

NOTES: _____

9) To what extent has the offeror identified potential problems?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.07: _____

5.08 System Requirements—310 Points

Proposals will be evaluated against the question and criteria set out below:

- 1) Are the requirements completely addressed in Submittal Form H with sufficient details?

NOTES: _____

- 2) Responses provided in Submittal Form H will be evaluated and scored as follows for each requirement:

Must Haves Point Scale

2 points = included as part of solution
1 point = requires solution modification
0 points = not included in solution

Could Haves Point Scale

1 point = included as part of solution
0.5 points = requires solution modification
0 points = not included in solution

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.08: _____

5.09 Contract Cost — 400 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.09.

Modification #18 Modified Form

SUBMITTAL FORM A – Offeror Information

Revised March 13, 2024

PROJECT INFORMATION

RFP NUMBER: 2527H098
PROJECT NAME: ATLAS Replacement Project -Federally Funded

OFFEROR INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business
License #: _____

CONTACT INFORMATION

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

Name _____
Title _____
Address _____
Email _____
Telephone _____

CRITICAL TEAM MEMBERS

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

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

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

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

2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	The offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	True False
14	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
15	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
16	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
17	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
18	Offeror certifies they comply with the laws of the State of Alaska.	True False
19	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

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

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to consider a proposal non-responsive and reject it or cancel the

award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity services to be provided by the offeror.

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

☐ Yes ☐ No

* Failure to answer may be grounds for disqualification.

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

FEDERAL REQUIREMENTS

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

SIGNATURE

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

Printed Name _____

Title _____

Date _____

Signature _____

Modification #19 Modified Form

ATTACHMENT #11 **APPENDIX B3 - INDEMNITY AND INSURANCE**

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the State of Alaska 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 State of Alaska for a claim for, or liability for, the independent negligence of the State of Alaska. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "State of Alaska", 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 State of Alaska's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State of Alaska 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. If the insurer does not notify the State of Alaska on policy cancellation it shall be the contractor's responsibility to notify the State of Alaska of such cancellation.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and may be grounds for termination of the contract. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. All policies for general liability shall be primary and non-contributing with any insurance that may be carried by the State of Alaska.

The contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and contractor shall ensure that the State is an additional insured on insurance required from subcontractors.

Policies written on a "claims-made" basis must have a two-year tail of coverage, or an unbroken continuation of coverage for two years from the completion of the contract requirements.

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 Employers Liability with limits of at least \$1,000,000. Also, where applicable, the contractor shall provide and maintain 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 of Alaska.

2.2 Commercial General Liability Insurance including:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

\$ 5,000 Medical Payments

The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance

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 \$1,000,000 combined single limit per claim, to include: owned, hired, and non-owned. The policy must name the State of Alaska as an “additional insured” and the actual policy endorsement shall accompany each Certificate of Insurance. The policy shall be endorsed to waive all rights of subrogation against the State of Alaska by reason of any payment made for claims under this coverage. This policy endorsement shall accompany each Certificate of Insurance.

2.4 Cyber/Privacy Liability Insurance with limits not less than \$10,000,000. The Cyber Coverage shall include, but not be limited to, first-party coverage (data restoration, business interruption, forensic investigation, and crisis management), third-party coverage (regulatory fines, legal defense costs, and media liability), cyber extortion/ransomware (ransom payments and negotiation services), data theft, and privacy and notification (HIPAA violations, breach notification expenses, credit monitoring, and compliance with state and federal laws). Contractor shall maintain continuous coverage for the duration of the agreement and for 2 years following termination.

2.5 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 \$100,00.00	\$300,000.00 per Claim / Annual Aggregate
\$100,000.00 to \$499,999.00	\$500,000.00 per Claim / Annual Aggregate
\$500,000.00 to \$999,999.00	\$1,000,000.00 per Claim / Annual Aggregate
\$1,000,000.00 and over	\$10,000,000.00

Limits Per Risk Management 8/26/2026 CDH.

Modification #20 Modified Form

SUBMITTAL FORM H – SYSTEM REQUIREMENTS

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed thirty-six (36) pages (reference RFP section 4.02).

ALASKA MARINE HIGHWAY SYSTEM

Dispatch Management System

SYSTEM REQUIREMENTS

Alaska Department of Transportation & Public Facilities

Version 1.6 | September 2026

1. Introduction

This document defines the system requirements for the Alaska Marine Highway System (AMHS) Dispatch Management System (DMS), which will replace the current Atlas dispatch software. Requirements were derived from 23 structured interviews and observation sessions conducted by Planet Technologies with subject matter experts across all functional areas of AMHS dispatch operations between May and July 2025.

Requirements are organized into 16 functional categories and assigned a priority level based on operational criticality. The priority framework is:

- **Must Have:** A critical requirement; absence significantly reduces system value.
- **Could Have:** Desirable enhancement that would provide operational benefit but is not critical to baseline function.

Each requirement is accompanied by its operational source and a current-state gap description. Requirements are coded by category prefix (e.g., EMP, SCH, QUA) and sequence number for traceability. This document should be read in conjunction with the AMHS DMS Concept of Operations (ConOps).

2. Requirements Summary by Category

#	Category	Must Have	Could Have	Total
1	Employee Profile & Master Data	6	1	7
2	Seniority & Bargaining Unit Rules	6	1	7
3	Crew Scheduling & Vacancy Filling	16	3	19
4	Qualifications, Credentials & Training	20	4	24
5	Leave & Absence Management	5	0	5
6	Travel Coordination	6	2	8
7	Payroll & Timesheet Management	7	1	8
8	Seatime Letters	9	1	10
9	Communication & Audit Logging	5	1	6
10	Reporting & Analytics	6	1	7
11	System Integration	9	0	9
12	Security, Access & Technical Standards	15	0	15
13	Performance & Usability	11	2	13
14	Implementation & Vendor Obligations	9	1	10
15	Cloud Governance & Data Sovereignty	9	0	9

#	Category	Must Have	Could Have	Total
16	Availability & Disaster Recovery	7	0	7
	TOTAL	146	18	164

3. Detailed Requirements

1. Employee Profile and Master Data

Staff across all functional areas rely on employee profile data as their primary lookup for contact information, bargaining unit, change port, and status. Atlas frequently has stale or incomplete data, and no field values can be copied out of the interface.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
EMP-001	Must Have	Maintain a unified employee record including name, Employee ID (EID), bargaining unit, position, change port, home address, phone number(s), and personal email address.	All Dispatch, Travel, Payroll	Data frequently stale; cannot copy/paste any values from Atlas	Choose an item.	
EMP-002	Must Have	Allow users to copy employee contact information (phone, email, address) from the interface without requiring manual retyping.	Passenger Services	Atlas does not support copy/paste of any data fields	Choose an item.	
EMP-003	Must Have	Track employee active/inactive status and reason (suspended, retired, resigned, separated, admin leave, etc.) with effective dates.	IBU Dispatch	Status history exists but requires manual entry for most status types	Choose an item.	
EMP-004	Must Have	Store and display complete position and job history for each employee, including all bargaining units they have belonged to.	Atlas Introduction	Supported but slow to navigate	Choose an item.	
EMP-005	Must Have	Provide an employee self-service portal where crew members can view their own profile, update contact information, and see their current schedule and qualifications.	Passenger Services, Union Needs	Original Atlas intent; never implemented	Choose an item.	
EMP-006	Must Have	Support bulk import of new hire data from an external applicant tracking/onboarding system (e.g., NeoGov) to eliminate manual re-entry.	Passenger Services	No integration; all new hire data manually entered by dispatch admin	Choose an item.	
EMP-007	Could Have	Generate and maintain an internal employee directory searchable by name, bargaining unit, change port, position, and vessel.	Shoreside Travel	Must currently use separate State of Alaska directory	Choose an item.	

2. Seniority and Bargaining Unit Rules

AMHS operates under three distinct union contracts (IBU, MEBA, MMP), each with unique seniority hierarchies, vacation accrual rules, and scheduling provisions. Contracts are renegotiated every three years.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SEN-001	Must Have	Support distinct seniority hierarchies for each bargaining unit. For IBU: Job Points → Admin Award Date → Department Points → Company Points → Hire Date. Support equivalent hierarchies for MEBA and MMP.	IBU Dispatch	Atlas supports IBU hierarchy; MEBA/MMP less well supported	Choose an item.	
SEN-002	Must Have	Display seniority-ordered lists of available employees for any given position, vessel, or change port, filterable in real time.	IBU Dispatch	Must print and manually annotate lists; Atlas too slow for real-time use	Choose an item.	
SEN-003	Must Have	Support Dispatch Selection Forms (DSF) that allow IBU employees to opt out of specific vessels, regions, or position types, and enforce those restrictions during vacancy filling.	IBU Dispatch	DSF data stored in Atlas but must be manually cross-referenced	Choose an item.	
SEN-004	Must Have	Allow rule sets for each bargaining unit to be configured by administrators without vendor involvement, to accommodate contract updates every three years.	IT Standards, Union Needs	Any Atlas rule change requires vendor development	Choose an item.	
SEN-005	Must Have	Track and display point accumulation for each employee across job points, department points, and company points, updated per contract cycle rules.	IBU Dispatch	Visible in Atlas but update latency is 2-4 weeks	Choose an item.	
SEN-006	Must Have	Support MEBA quarterly point cycles (points earned every 9 months) separately from IBU biweekly cycles.	MEBA Dispatch	MEBA seniority managed largely outside Atlas	Choose an item.	
SEN-007	Could Have	Generate on-demand bargaining unit seniority reports in a format suitable for posting per contract requirements.	IBU Dispatch	Reports available but require manual formatting and annotation	Choose an item.	

3. Crew Scheduling and Vacancy Filling

IBU dispatchers fill vacancies on a biweekly cycle, while MEBA and MMP plan on quarterly scrolls. Vacancy filling requires cross-referencing vessel schedule, employee availability, qualifications, seniority, DSF restrictions, and change port proximity.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SCH-001	Must Have	Provide a unified scheduling view showing, for each vessel and time period: bid holder, relief employee, leave status, and assignment dates for all bargaining units.	All Dispatch	No unified view; dispatchers maintain separate paper scrolls	Choose an item.	
SCH-002	Must Have	Display vessel schedule (port calls, dates, status) alongside crew assignment data so dispatchers can determine where and when crew changes occur.	IBU Dispatch	Vessel schedule is a separate public website; not integrated with Atlas	Choose an item.	
SCH-003	Must Have	Support filtering of available, qualified employees by change port, vessel, position/qualification, bargaining unit, and availability status (not on vacation, unfit, or already assigned).	IBU Dispatch	Requires navigating multiple Atlas screens and printed lists	Choose an item.	
SCH-004	Must Have	Support the IBU Riff bumping process: automated calculation of cascading position reassignments based on seniority hierarchy when bid holders are displaced. Allow dispatcher to review and confirm the proposed outcome before committing.	IBU Dispatch	Atlas Riff Math tool exists but requires extensive manual verification	Choose an item.	
SCH-005	Must Have	Track and enforce minimum manning requirements by vessel, reflecting both the Certificate of Inspection (COI) minimums and any active Transition Memos that specify different requirements.	MMP Dispatch	Transition memo requirements tracked manually on paper scroll	Choose an item.	
SCH-006	Must Have	Track vessel operational status (Revenue Service, Layup Moving, Layup Stationary, Overhaul) and display this alongside crew assignments.	MMP Dispatch, MEBA Dispatch	Vessel status tracked on color-coded paper scrolls; not in Atlas	Choose an item.	
SCH-007	Must Have	Support the MEBA Hall temporary hire process: identify when a position must be filled from the MEBA Hall, generate referral information with complete vacancy details, and track Hall-filled positions separately from regular AMHS employees.	MEBA Dispatch	Hall fills tracked manually; automated email to Hall not supported	Choose an item.	
SCH-008	Must Have	Allow posting of the official crew list for each vessel and bargaining unit, with version history and date/time stamp.	IBU Dispatch	Atlas supports posting but process is manual and error-prone	Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SCH-009	Must Have	Support quarterly scroll planning (4-month horizon) for MEBA and MMP, with a visual calendar/grid view showing assignments per vessel per two-week rotation, automatically driving timesheet pre-population.	MEBA Dispatch, MMP Dispatch	Quarterly scroll is Excel-based; Atlas only receives the result for timesheet generation	Choose an item.	
SCH-010	Must Have	Track holdover (overtime beyond the regular rotation) assignments separately and distinguish them from standard bid and relief assignments.	MMP Dispatch	Holdovers tracked on paper scroll only	Choose an item.	
SCH-011	Must Have	Display pier head jump emergency vacancy indicators (vessel sails within 6-12 hours) and support expedited assignment workflow that may prioritize location proximity over strict seniority order per applicable LOA, with documentation of the deviation and justification.	Union Needs	No system support; handled entirely by phone and institutional knowledge	Choose an item.	
SCH-012	Could Have	Support employee self-service availability calendaring so crew members can indicate availability or unavailability for specific dates or vessels.	Passenger Services	No self-service capability currently exists	Choose an item.	
SCH-013	Must Have	Support the MEBA Hall temporary hire process end-to-end: when a MEBA position cannot be filled internally, automatically generate an email notification to the MEBA Hall with complete vacancy details (vessel, position, dates, qualifications required). Provide a means for the Hall to supply temp employee information that creates a provisional record in the system, assigned a temporary PCN.	MEBA Dispatch	Handled by manual email and manual data entry. Temp PCNs tracked in a notebook. No system support for the Hall communication loop or temp record creation.	Choose an item.	
SCH-014	Must Have	Track temporary employee PCN (Position Classification Number) assignments separately from permanent bid PCNs. Automatically convert a temp PCN to a permanent PCN once the associated PARF is approved and the bid has been physically worked by the employee.	MEBA Dispatch, MMP Dispatch	Temporary PCNs manually tracked in notebooks. PCN conversion is entirely manual with no system trigger or validation, leading to data integrity errors.	Choose an item.	
SCH-015	Could Have	Draft proposed MEBA crew lists based on scheduling constraints (seniority hierarchy, qualifications, vessel status, scroll commitments) and present the draft to the	MEBA Dispatch	MEBA crew lists built from scratch manually each cycle using Atlas, seniority scrolls, and paper records.	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		MEBA dispatcher for review and modification before publishing.		No system-assisted drafting capability.		
SCH-016	Must Have	Provide an interface for the MMP committee to submit key operational data used in quarterly crew list creation (voyage schedules, relief windows, position requirements). Automatically notify the MMP dispatcher when committee data has been received and is ready for review.	MMP Dispatch	MMP committee data delivered via email and entered manually by dispatcher. No system-based data handoff or dispatcher notification workflow.	Choose an item.	
SCH-017	Must Have	Provide a bid application review interface for supervisors and Port Stewards: display employee contact information, current assignment status, total hours worked in the relevant eligibility period, minimum qualification status, and bid history in one view. Capture the reviewer decision (approved, conditionally approved, denied) and documented reason in the system.	Passenger Services, MMP Dispatch	Bid review requires gathering data manually from Atlas, IRIS hours records, and paper qualification files. Decisions and reasoning not captured in any system.	Choose an item.	
SCH-018	Could Have	When an IBU vacancy is filled, automatically notify all relevant stakeholders via system-generated email: the vessel Master, the vessel Chief Mate, the employee vacating the position, and all IBU Dispatch staff. The notification must include the employee name, position, vessel, and effective date.	IBU Dispatch	Post-fill notifications are sent manually via Outlook. No automated notification or tracking exists in Atlas; inconsistent delivery creates operational and union compliance risk.	Choose an item.	
SCH-019	Must Have	When a vacancy is filled incorrectly or an assignment error occurs, display relevant details explaining why the error occurred and surface upcoming request data to help dispatchers identify and prevent similar mistakes.	IBU Dispatch	There is no system alert when a leave request is entered but remains in pending status. If a vacation is signed but not converted, it does not appear during crew list creation, and the missing relief only surfaces day-of. This type of error occurs almost every two-week crewing cycle	Choose an item.	

4. Qualifications, Credentials, and Training

Crew assignments are constrained by credential requirements. Coast Guard credentials (MMC, TWIC, medical certificates), position-specific certifications, and pilotage endorsements (MMP) must all be current and verified before assignment. Tracking is managed across Atlas, Marinals LMS, and manual Excel sheets.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
QUA-001	Must Have	Track all Coast Guard credentials per employee: Merchant Mariner Credential (MMC), TWIC card, medical certificate (2-year and 5-year), food worker card, alcohol management certification, TAPS card, and HAZMAT certification, with expiration dates.	Vessel Crew Docs	Supported in Atlas but data loss on save requires manual double-checking	Choose an item.	
QUA-002	Must Have	Track pilotage endorsements for MMP deck officers by geographic area, type (day vs. unlimited), and inclusion vs. exclusion list status, and enforce these requirements during scheduling.	MMP Dispatch, Vessel Crew Docs	Atlas cannot differentiate day vs. unlimited pilotage; manual Excel sheets required	Choose an item.	
QUA-003	Must Have	Generate automated alerts and reports for credentials expiring within configurable timeframes (e.g., 30, 60, 90 days), filterable by employee, vessel, bargaining unit, and credential type.	Vessel Crew Docs	Atlas generates CSV exports; staff manually apply color-coding in Excel	Choose an item.	
QUA-004	Must Have	Support batch/bulk entry of the same credential or course completion for multiple employees simultaneously (e.g., entering STCW BT completion for 20 employees at once).	Vessel Crew Docs	Atlas requires one-by-one entry for every employee; no batch capability	Choose an item.	
QUA-005	Must Have	Confirm every credential save with a visible success indicator. The system must not discard records without notification.	Vessel Crew Docs	Atlas known to silently discard saves; staff must exit and re-enter to verify	Choose an item.	
QUA-006	Must Have	Support attaching scanned credential documents (PDF, JPG) to employee credential records. Automatically convert JPEG/image files to PDF upon upload for document standardization.	Vessel Crew Docs	Atlas supports attachments via Z-drive link only; JPEG-to-PDF requires manual conversion	Choose an item.	
QUA-007	Must Have	Generate a GAP report per employee showing required minimum qualifications for a given position vs. what the employee currently holds, with clear indication of what is missing and what is expiring.	Training, MEBA Dispatch	Atlas GAP reports exist but are confusing and omit expiration dates	Choose an item.	
QUA-008	Must Have	Receive training completion data from the Marinals LMS with a maximum 24-hour lag	Training	Current 2-4 week lag causes dispatchers to	Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		(vs. current 2-4 week lag), so that dispatcher qualification checks reflect recent training.		miss recent completions		
QUA-009	Must Have	Support future-effective credential documents: allow entry of a credential received in advance of its validity date (e.g., renewed MMC submitted months before current one expires), storing it as pending with an activation date, and automatically replacing the current credential when the activation date is reached.	Vessel Crew Docs	No Atlas support for future-effective documents; manual re-entry required at the right time, creating risk of lapsed credentials	Choose an item.	
QUA-010	Must Have	Support multi-course certificates (e.g., HCT = 13 individual courses; HCT Refresher = 3 courses) as a single credential entry, automatically verified when all constituent courses are complete.	Vessel Crew Docs	Atlas cannot group courses into composite certificates; tracked manually	Choose an item.	
QUA-011	Must Have	Define parent qualifications composed of multiple sub-qualifications (e.g., STCW Basic Safety Training grouping BT, PSC, EFA, and FPFF). GAP reports must evaluate parent qualification status based on completion of all constituent sub-qualifications.	Training, Vessel Crew Docs	Atlas lists every sub-qualification separately; GAP reports confusing and hard to interpret	Choose an item.	
QUA-012	Must Have	Support alternative qualifications: when an employee holds an alternate credential that satisfies a minimum qualification requirement, display it as qualifying but in a visually distinct format (e.g., alternate color or label) to distinguish primary from alternate qualifications.	Training, MEBA Dispatch	Atlas does not distinguish primary from alternative qualifications in reports	Choose an item.	
QUA-013	Must Have	Allow employee self-service document upload for credential renewals. Provide a document legibility review tool for the Vessel Crew Docs clerk: display submitted documents at full resolution, allow flagging as illegible, and automatically notify the employee with specific feedback on resubmission requirements.	Passenger Services, Vessel Crew Docs	No self-service capability: approximately 50% of documents are rejected and rejection feedback is manual email	Choose an item.	
QUA-014	Must Have	Track and manage training course enrollment, scheduling, and completion for AMHS-sponsored courses, including recording requests for future course	Training	Training coordination handled via separate Excel sheets outside Atlas; demand not tracked	Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		planning when courses are full; organizing registrations by seniority and request date; and transferring approved registrations to partnering educator registration logs.				
QUA-015	Could Have	Provide course description and prerequisite information within the system so that dispatchers and new employees can understand credential requirements without institutional knowledge.	Training	No course information in Atlas; separate Internal Resources website required	Choose an item.	
QUA-016	Could Have	When a training request is approved, automatically send the employee: (a) a leave request form reminder, and (b) course information and class flyer.	Training	Both communications sent manually for every approved request	Choose an item.	
QUA-017	Must Have	Automatically calculate whether a vessel crew member meets the minimum hours threshold for bid eligibility based on total hours worked in the relevant period. Display the hours calculation alongside bid application records so the reviewing supervisor can verify eligibility without a separate IRIS lookup.	Passenger Services, IBU Dispatch	Hours calculation done manually by Port Stewards reviewing separate IRIS payroll records. No integrated hours-to-eligibility calculation in Atlas.	Choose an item.	
QUA-018	Must Have	Maintain qualification metadata for each credential type: issuing authority, renewal frequency, applicable positions, and whether the credential is primary or an accepted alternative. Allow training administrators to update metadata configuration without vendor involvement.	Training, Vessel Crew Docs	Atlas stores credential dates but not metadata such as issuing authority, renewal cycle, or position applicability. Metadata maintained in separate spreadsheets.	Choose an item.	
QUA-019	Must Have	Support automatic generation of new learner profiles in the Mariners LMS when a new employee record is created in the DMS. Automatically populate the LMS profile with verified Merchant Mariner Credential (MMC) data from the DMS to eliminate dual-system data entry.	Training, IT Standards	New employee LMS profiles created manually after DMS/IRIS onboarding. MMC data entered separately in both systems, creating duplication and discrepancy risk.	Choose an item.	
QUA-020	Could Have	Record the date that a training authorization memo is sent for each approved training request and maintain a full audit trail of training approval communications: request received, eligibility confirmed, memo sent,	Training	Training communication dates are tracked only in personal email and an Excel log. No system record of authorization	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
QUA-021	Could Have	course registered, and completion recorded. Provide interactive filter controls on qualification and GAP reports: display crew with a specific qualification, crew without a specific qualification, or crew with expiring credentials within a defined window. All report results must be exportable to Excel.	Training, Vessel Crew Docs	memo send dates. Atlas qualification reports require exact parameter entry and cannot be filtered interactively. Generating a list of crew without a specific qualification requires manually cross-referencing two separate reports.	Choose an item.	
QUA-022	Must Have	Provide a dedicated interface for the Vessel Crew Docs clerk to manage training-related timesheets: identify AMHS-funded course completions in Marinals that qualify for training pay, alert the clerk to eligible completions, support creation of training-specific timesheets pre-populated with course and employee data, route timesheets for approval, and automatically deliver approved timesheets to the employee (via portal and email) and to payroll/IRIS.	Vessel Crew Docs	Clerk manually reviews 2,500+ Marinal completions every two weeks to identify paid-course completions. Training timesheets created manually, emailed to employees manually, and submitted to payroll separately. No system workflow connects these steps.	Choose an item.	
QUA-023	Must Have	Format and distribute credential compliance reports automatically: apply color-coding for expiration urgency (expired=red, within 30 days=orange, within 60 days=yellow) and distribute via email to (a) vessel supervisors for their assigned crew and (b) individual employees whose credentials fall within the alert threshold.	Vessel Crew Docs	Compliance reports generated in Atlas, manually reformatted in Excel with color-coding added by hand, then manually emailed to each vessel and affected individual. Process takes several hours per cycle.	Choose an item.	
QUA-024	Must Have	Provide a dedicated interface for the Vessel Crew Docs clerk to manage NMC pilotage details: enter, update, and track pilotage endorsements received from the National Maritime Center per crew member, with automatic linkage to the employee credential profile and scheduling eligibility evaluation.	Vessel Crew Docs	Pilotage details from the NMC entered manually in Atlas with no dedicated workflow or tracking. Link between NMC pilotage data and scheduling eligibility is entirely manual.	Choose an item.	

5. Leave and Absence Management

Leave management (vacation, FMLA, unfit for duty) is central to crew scheduling. Leave statuses trigger crew list updates, affect seniority/benefit calculations, and must sync with payroll. Currently, leave is entered through multiple channels with significant manual reconciliation.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
LEV-001	Must Have	Track and display all leave types per employee: vacation (approved/pending), FMLA, unfit for duty (with return date if known), administrative leave, and suspension.	All Dispatch, Payroll	Atlas stores leave status but often lags 2-4 weeks; vacation approval workflow is manual	Choose an item.	
LEV-002	Must Have	Support a vacation approval workflow: employee or supervisor submits request, dispatcher reviews, approves or denies, and the system automatically updates crew list and seniority tracking.	IBU Dispatch	Current workflow: paper form, handed to admin, manually entered to Atlas; often missed when comparing crew lists	Choose an item.	
LEV-003	Must Have	Generate leave timesheets automatically when an employee misses a scheduled assignment due to an approved leave status, pre-populated with correct leave type and pay rate.	Payroll	Atlas generates blank timesheets; leave coding is manual and error-prone	Choose an item.	
LEV-004	Must Have	Alert dispatchers and HR when an employee has not worked for 60 or more days within any 90-day rolling period, as this affects health insurance eligibility under union contracts.	Union Needs	No automated absence monitoring; requires manual review	Choose an item.	
LEV-005	Must Have	Display leave balance information from IRIS (vacation accrued, vacation taken, sick leave) within the DMS employee profile, with a defined sync frequency.	Union Needs	Leave balances only accessible via IRIS; not visible in Atlas	Choose an item.	

6. Travel Coordination

When dispatchers fill a vacancy, they must also coordinate crew travel to the vessel. Dispatch handles travel for employees moving between assignments (travel status), while Shoreside Travel handles employees in work status and all shoreside employee travel.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
TRV-001	Must Have	Support the generation of travel quotes for crew assignments, including comparison of	Shoreside Travel	Travel quotes generated manually; no system	Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		travel from change port vs. home address to identify the least-cost option per union contract rules.		support		
TRV-002	Must Have	Track travel status vs. work status for vessel employees to determine which team (Dispatch vs. Shoreside Travel) is responsible for booking and costs, and display the responsible party in the employee record.	Shoreside Travel	Status determination is manual; leads to miscommunication and duplicate bookings	Choose an item.	
TRV-003	Must Have	Maintain CTM (Corporate Travel Management system) travel profile information within the DMS employee record to support travel booking without requiring separate profile lookups.	Shoreside Travel	CTM profiles exist separately; vessel employees use generic union-level profiles	Choose an item.	
TRV-004	Must Have	Track reimbursement requests for employee travel, including receipt collection, approval workflow, and status tracking, with export of approved reimbursement data for IRIS entry.	Shoreside Travel	Tracked via email receipts and separate IRIS entry; fragmented process	Choose an item.	
TRV-005	Could Have	Integrate with the Corporate Travel Management (CTM) system (or successor travel system) to allow travel bookings to be initiated from the DMS assignment workflow.	Shoreside Travel	CTM is a completely separate system with no Atlas integration	Choose an item.	
TRV-006	Must Have	Provide an employee self-service travel request interface where crew members can submit travel requests prior to an assignment. The interface must collect and store the following travel authorization data fields: full name, job title, mailing address, submission date, bargaining unit, birth date, travel begin and end dates, destination(s), purpose of trip, staff assigned to prepare the reservation, mode of transportation, number of trip segments, and segment-specific travel details. Additionally collect: cost center, approving supervisor name, and bargaining unit travel entitlement. All fields must be stored within the DMS travel record and accessible to the Shoreside Travel admin for booking purposes.	Shoreside Travel	Travel requests arrive via phone or email with no standard intake process. Authorization details tracked in separate spreadsheets. Employees frequently omit required information, necessitating follow-up calls.	Choose an item.	
TRV-	Must	Support submission of travel booking data to	Shoreside	All CTM bookings	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
007	Have	the state-approved travel management system (currently CTM): generate a CTM-compatible travel record from DMS assignment and employee data to reduce manual re-keying by the Shoreside Travel admin.	Travel	manually entered by the Shoreside Travel admin after gathering data from dispatch, payroll records, and employee contact. No data flow between DMS and CTM.		
TRV-008	Could Have	Provide the Shoreside Travel Admin Assistant with access to a dedicated per diem verification view that displays: employee vessel assignment, pay type (e.g., E100 regular vs. E175 leave), vessel status (Revenue Service, Layup, Overhaul), and hours worked for the prior 90 days. The view must include vessel-level detail sufficient to determine whether the vessel kitchen was operational during an overhaul period, as this determines per diem food reimbursement eligibility.	Shoreside Travel	Per diem verification currently requires cross-referencing ATLAS payroll history with external vessel status records. Vessel kitchen operational status during overhaul is not captured in Atlas, requiring manual confirmation.	Choose an item.	

7. Payroll and Timesheet Management

AMHS payroll is described as the most manual timesheet process in the State of Alaska. Atlas generates blank timesheets; vessel supervisors complete them by hand; payroll staff manually key every line into IRIS. Approximately 80% require corrections.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
PAY-001	Must Have	Generate pre-populated timesheets including: employee name and EID, vessel name, bargaining unit, position, assignment dates, assignment type (bid/relief), and applicable pay code, eliminating the need for vessel supervisors to fill in this information manually.	Payroll	Atlas generates blank timesheets with only name and EID	Choose an item.	
PAY-002	Must Have	Include start and stop times on generated timesheets in compliance with state policy (not just total hours).	Payroll	Start/stop times must be manually added by supervisors or payroll	Choose an item.	
PAY-003	Must Have	Support all bargaining unit pay codes and overtime calculation rules (daily overtime, holdover overtime, minimum guarantee) per IBU, MEBA, and MMP contracts.	Payroll	Pay code application is entirely manual; no rule automation in Atlas	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
PAY-004	Must Have	Provide a missing timesheet tracking workflow that identifies employees whose timesheets have not been received by the deadline and notifies relevant dispatch and payroll staff.	Payroll	Tracked via biweekly Teams spreadsheet maintained by timekeeper	Choose an item.	
PAY-005	Must Have	Provide an employee payroll history view within the DMS showing vessel, pay type (E100 regular vs. E175 leave), vessel status, and assignment dates for the prior 90 days.	Shoreside Travel	Available in Atlas via Time Collection but lags 2-4 weeks	Choose an item.	
PAY-006	Must Have	Export timesheet data in a format compatible with IRIS data entry to reduce manual keying by payroll technicians (target: XML file via FTP or approved successor interface).	Payroll, IT Standards	No export; all data keyed manually into IRIS. IRIS XML/FTP interface specification: https://doa.alaska.gov/dof/iris/resource/INT_ISD_TADI_XML.pdf	Choose an item.	
PAY-007	Could Have	Provide a Majority of Time (MOT) calculation that determines which position an employee worked most during a pay period, to support determination of correct pay rate for non-bid holders.	Payroll	MOT calculated manually from IRIS data; not available in Atlas	Choose an item.	
PAY-008	Must Have	Provide crew members with digital access to their pre-populated timesheets so they can review, confirm hours, and flag discrepancies within the system. Additionally, identify and alert dispatch and payroll when a timesheet is absent for an employee who was recorded as unfit for duty, prompting creation of the required Personnel Action Request Form (PARF).	Payroll, All Dispatch	Crew have no DMS timesheet access. Unfit-for-duty PARF requirements tracked via a shared spreadsheet. Approximately 80% of timesheets require corrections, with unfit-related miscodings being a major contributor.	Choose an item.	

8. Seetime Letters

The seetime clerk produces Coast Guard-required proof-of-service letters for mariners renewing licenses or seeking new endorsements. Approximately 532 letters were produced in the most recent cycle. Three different Atlas tools return different totals for the same employee.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SEA-001	Must Have	Generate seetime letters in the format required by the U.S. Coast Guard, including: employee name, EID, vessel name(s), position(s), date ranges, and aggregate seetime by department (deck, engine, purser, steward).	Seetime Letters	Atlas output is incorrectly formatted and missing required statements	Choose an item.	
SEA-002	Must Have	Automatically include required Coast Guard statements in all seetime letters: (1) drug testing program participation statement, (2) engine yard time calculation (0.5 day per day in yards), (3) inside passage geographic designation.	Seetime Letters	All statements must currently be manually added in Word	Choose an item.	
SEA-003	Must Have	Produce a single, consistent seetime total per employee per letter that reconciles all service periods, eliminating the current discrepancy between three different Atlas seetime tools that return different values.	Seetime Letters	Three Atlas tools return different totals; manual reconciliation required	Choose an item.	
SEA-004	Must Have	Support appending new seetime to an existing letter (patching), so that a mariner's full career history is maintained as a single cumulative document updated with each letter request. Automatically combine duplicate vessel/position rows and recalculate department totals.	Seetime Letters	Patching done manually in Word from prior letter; fragile and time-consuming	Choose an item.	
SEA-005	Must Have	Determine drug testing statement eligibility automatically: employee qualifies if (a) they have had a urinalysis within the last 185 days, OR (b) they have worked 60 or more days in the last 185 days.	Seetime Letters	UA Assessment tool vastly undercounts eligible days; manual override required for nearly every letter	Choose an item.	
SEA-006	Must Have	Support reactivating inactive employees (retired, resigned, separated) temporarily for seetime letter generation without affecting other system reports or dispatching functions.	Seetime Letters	Manual activate/deactivate required in Atlas; risk of contaminating other reports	Choose an item.	
SEA-007	Must Have	Maintain a seetime letter tracking log per employee: request date, letter sent date, mailing date, drug statement eligibility, prior letter end date, and any notes or errors.	Seetime Letters	Maintained in Excel; 532 entries; no system support	Choose an item.	
SEA-008	Could Have	Import or reconcile historical seetime data from pre-2010 service periods stored in legacy spreadsheets and archived records.	Seetime Letters	Pre-2010 data unreliable in Atlas; kept in separate spreadsheets	Choose an item.	
SEA-009	Must Have	Allow the seetime clerk to review and manually update a generated letter draft before	Seetime Letters	Atlas generates a draft but the clerk must export to	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		finalization: add narrative notes, correct date ranges, adjust department subtotals, and override drug test statement eligibility when supporting documentation warrants an exception.		Word and manually correct errors for virtually every letter. No in-system editing capability exists; the export-edit-reimport cycle introduces transcription risk.		
SEA-010	Must Have	Export finalized seetime letters to PDF and support application of a digital signature by the authorized signatory. Deliver the signed letter to the requesting mariner via system and email. Maintain a delivery confirmation log with timestamp.	Seetime Letters	Atlas output must be pasted into a Word template, printed, wet-signed, scanned to PDF, and manually emailed. No digital signature support, no direct system delivery, and no delivery confirmation log.	Choose an item.	

9. Communication and Audit Logging

Dispatch operations generate high volumes of phone calls, emails, and notifications. There is no system record of who was called, when, or what was communicated, creating significant union grievance risk. AMHS has also experienced inconsistent union notification for required personnel transactions.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
COM-001	Must Have	Provide built-in call/contact logging that captures: employee contacted, date/time, method (phone/email/text), number of contact attempts, result (reached/voicemail/no answer), and dispatcher notes.	Union Needs	No call logging capability in Atlas; entirely paper-based or institutional memory	Choose an item.	
COM-002	Must Have	Generate automatic notifications to union representatives when employee personnel transactions occur (new appointments, separations, status changes) per contract requirements.	Union Needs	Notifications currently not sent consistently; contractual compliance risk	Choose an item.	
COM-003	Must Have	Maintain a complete, tamper-evident audit log of all system actions: who made a change, what was changed, when, and what the prior value was. This log must not be editable by any user.	IT Standards, Vessel Crew Docs	Atlas does not maintain an accessible audit log	Choose an item.	
COM-004	Must Have	Support broadcast notification to groups of employees (e.g., all IBU deck employees with	Union Needs, All	All employee notifications sent via	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		Valdez change port) via email and/or SMS for vacancy announcements or urgent operational communications.	Dispatch	manual email or phone calls		
COM-005	Must Have	Log all dispatch assignment decisions with the reason, alternatives considered, and seniority order in which employees were contacted, to support union grievance defense.	Union Needs	No decision logging; dispatchers rely on memory and informal notes	Choose an item.	
COM-006	Could Have	Provide an in-system message or communication board visible to authorized staff and crew members for operational announcements.	Training	No internal communications capability in Atlas	Choose an item.	

10. Reporting and Analytics

Atlas can generate reports but they require precise parameter entry and are not easily customizable. Credential compliance reports require CSV export and manual Excel manipulation. Most functional areas maintain supplementary Excel reports because Atlas output is insufficient.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
RPT-001	Must Have	Generate real-time crew list reports by vessel, date range, and bargaining unit, showing posted vs. actual assignments.	All Dispatch, Passenger Services	Atlas crew list lags 2-4 weeks behind reality; actual list comes from vessel spreadsheet	Choose an item.	
RPT-002	Must Have	Generate monthly credential compliance reports for all active employees showing: MMC, TWIC, medical certificate, food worker card, alcohol management, TAPS, and HAZMAT status with expiration dates, exportable to Excel. Automatically distribute reports via email to relevant vessel supervisors and to individual employees whose credentials are expiring within the alert threshold.	Vessel Crew Docs	Atlas generates CSV; manual color-coding in Excel required; distribution is fully manual	Choose an item.	
RPT-003	Must Have	Support ad-hoc employee search and filter by any combination of: name, EID, bargaining unit, position, change port, vessel, active status, and credential status.	All Functional Areas	Atlas reports require knowing exact parameters; limited flexibility	Choose an item.	
RPT-004	Must Have	Generate seniority reports by bargaining unit and position type, updated in real-time,	IBU Dispatch	Atlas generates these but slow; must print and	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
RPT-005	Must Have	suitable for required posting. Provide training completion reports showing which employees have completed which courses, with dates and expiration, filterable by bargaining unit, vessel, change port, and date range.	Training	annotate manually Training reports require Marinal's lookup; Atlas data lags and is incomplete	Choose an item.	
RPT-006	Must Have	Generate vessel manning reports showing current and upcoming crew assignments against COI minimums and pilotage requirements, with gaps highlighted.	MMP Dispatch, MEBA Dispatch	No automated manning gap report; tracked manually on paper scroll	Choose an item.	
RPT-007	Could Have	Provide operational dashboards showing key metrics: open vacancies by vessel/union, upcoming credential expirations, training compliance rates, and timesheet receipt status.	Payroll, Training, All Dispatch	No dashboards in Atlas; metrics assembled manually from multiple sources	Choose an item.	

11. System Integration

The DMS does not operate in isolation. It must exchange data with IRIS (state payroll), Marinal's (training LMS), NeoGov (HR/onboarding), and potentially CTM (travel). The IRIS interface is XML/FTP based.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
INT-001	Must Have	Receive employee master data (new hires, status changes, separations) from IRIS via defined sync process (XML/FTP or successor interface) with a maximum 24-hour lag.	IT Standards	Current IRIS-Atlas sync has 2-4 week lag for new hire data	Choose an item.	
INT-002	Must Have	Transmit timesheet data to IRIS in a compatible format to reduce manual keystrokes by payroll technicians. Integration design must account for IRIS XML/FTP interface constraints as defined in the DOA Interface Specification document: https://doa.alaska.gov/dof/iris/resource/INT_ISD_TADI_XML.pdf . Any successor interface specification published by DOA shall supersede this reference.	Payroll, IT Standards	No outbound timesheet integration; 100% manual IRIS entry	Choose an item.	
INT-003	Must Have	Receive training completion data from Marinal's LMS with maximum 24-hour sync frequency to ensure dispatcher qualification checks reflect current status.	Training	Current Marinal's-Atlas sync: 2-4 week lag	Choose an item.	
INT-004	Must Have	Accept new hire data from NeoGov (or successor onboarding system) via API or file transfer, eliminating manual re-entry by	Passenger Services	No integration; new hire data	Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		dispatch admin.		manually entered to both Atlas and IRIS		
INT-005	Must Have	Provide a well-documented REST API for state IT use, enabling future integration with other DOT systems, data warehouses, and reporting tools with appropriate authentication and role-based access control.	IT Standards	Atlas has limited documented API; integrations are XML/FTP based	Choose an item.	
INT-006	Must Have	Vendor must implement error handling, retry logic, and failure notification for all integration points. Integration failures must generate alerts to designated DOT&PF personnel. No data may be silently lost due to an integration failure.	IT Standards		Choose an item.	
INT-007	Must Have	For each data element shared between the DMS and an external system (IRIS, Marinalis, NeoGov, CTM), the integration design must define which system is authoritative (system of record) for that element. Conflict resolution rules must be documented for any bidirectional sync.	IT Standards		Choose an item.	
INT-008	Must Have	Vendor must support both legacy integration patterns (XML/FTP for IRIS) and modern integration patterns (REST API, webhooks/event notifications) to accommodate future modernization of state enterprise systems.	IT Standards	Only XML/FTP specified; no path for modernization	Choose an item.	
INT-009	Must Have	Vendor must provide an integration health monitoring dashboard accessible to DOT&PF IT, showing sync status, last successful sync timestamp, error counts, and data reconciliation metrics for each integration point.	IT Standards		Choose an item.	

12. Security, Access Control, and Technical Standards

The system handles sensitive employee data including medical certificates, drug test eligibility and personally identifiable information. Alaska OIT security policies apply.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SEC-001	Must Have	Implement role-based access control (RBAC) that limits data visibility and edit capability based on user role (e.g., IBU dispatcher cannot see MEBA-only records; payroll cannot edit crew assignments).	IT Standards	Atlas has limited role differentiation; admin vs. read-only is primary distinction	Choose an item.	
SEC-002	Must Have	Comply with Alaska OIT information security policies and provide security documentation sufficient for state IT	IT Standards	Required for any new state system	Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SEC-003	Must Have	review prior to deployment. Be accessible via standard state-approved web browsers without requiring VPN or remote desktop software.	Passenger Services	procurement Atlas recently migrated to browser-based; prior VPN requirement was a major barrier	Choose an item.	
SEC-004	Must Have	Support single sign-on (SSO) using State of Alaska identity provider credentials, so AMHS staff do not need to manage a separate DMS username and password.	IT Standards	Atlas uses separate credentials; SSO not supported	Choose an item.	
SEC-005	Must Have	Vendor must provide documentation of data handling, retention, and deletion policies, including procedures for employee record retention per state record-keeping requirements.	IT Standards	Data migration and retention requirements must be defined for any new system	Choose an item.	
SEC-006	Must Have	Support multi-factor authentication (MFA), either natively or by honoring MFA claims passed from the State of Alaska identity provider. The system must not allow authentication to bypass MFA when the state's conditional access policies require it.	IT Standards	Atlas uses separate credentials with no MFA capability	Choose an item.	
SEC-007	Must Have	Support automated user provisioning and deprovisioning via SCIM 2.0 or equivalent protocol, enabling the State of Alaska identity provider to automatically create, update, and deactivate user accounts. Account deactivation in the identity provider must immediately revoke DMS access.	IT Standards	Atlas user accounts managed manually; no automated provisioning or deprovisioning	Choose an item.	
SEC-008	Must Have	Support SAML 2.0 or OpenID Connect (OIDC) as the authentication federation protocol for SSO integration with the State of Alaska identity provider.	IT Standards	Atlas uses proprietary authentication; no federation protocol support	Choose an item.	
SEC-009	Must Have	Enforce configurable session timeout and concurrent session limits. Sessions must terminate immediately when the associated user account is deactivated or suspended in the identity provider.	IT Standards	No session management controls in Atlas	Choose an item.	
SEC-010	Must Have	Encrypt all data at rest using AES-256 or equivalent. Encrypt all data in transit using TLS 1.2 or higher. Vendor must document encryption implementation and key management practices.	IT Standards		Choose an item.	
SEC-011	Must Have	Vendor must hold and maintain a current SOC 2 Type II certification (or FedRAMP authorization at Moderate impact level or higher) and provide the most recent audit	IT Standards		Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
SEC-012	Must Have	report to DOT&PF upon request and annually thereafter. Vendor must conduct third-party penetration testing at least annually and provide a summary of findings and remediation status to DOT&PF within 30 days of test completion.	IT Standards		Choose an item.	
SEC-013	Must Have	Vendor must maintain a documented vulnerability management program including defined timelines for patching critical vulnerabilities (within 72 hours of disclosure for CVSS 9.0+, within 30 days for CVSS 7.0+).	IT Standards		Choose an item.	
SEC-014	Must Have	Vendor must notify DOT&PF of any security incident involving state data within 72 hours of discovery. Notification must include scope of impact, data elements affected, and remediation steps.	IT Standards		Choose an item.	
SEC-015	Must Have	Vendor personnel with administrative access to state data or production infrastructure must undergo background checks. Vendor must provide documentation of its personnel security practices upon request.	IT Standards		Choose an item.	

13. Performance and Usability

Atlas performance is a universally cited complaint. Operations that take 30-60 seconds are normalized. New users face a steep learning curve due to non-intuitive navigation and dependence on institutional knowledge.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
PER-001	Must Have	All routine operations (employee profile load, crew list display, seniority sort, credential check) must complete within 5 seconds under normal operational load.	All Functional Areas	Atlas routinely takes 30-60 seconds per operation ('spinning')	Choose an item.	
PER-002	Must Have	Confirm all data saves with a visible success indicator. The system must not silently discard entered data.	Vessel Crew Docs	Atlas silently loses records; staff must exit and re-enter to verify saves	Choose an item.	
PER-003	Must Have	Support resizable windows and configurable font sizes to accommodate users with different screen setups and visual needs.	All Dispatch	Atlas has fixed, small fonts and non-resizable windows	Choose an item.	
PER-004	Must Have	Allow data to be copied from any display field (name, phone, email, ID, dates) via standard	Passenger Services	Atlas prevents copy/paste from all fields	Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
PER-005	Must Have	clipboard operations. New users must be able to perform routine operations (employee lookup, credential check, crew list view) without supervisor assistance after 2 weeks of training.	Union Needs, All Dispatch	Atlas requires extensive institutional knowledge; high learning curve	Choose an item.	
PER-006	Must Have	Provide contextual help, field-level documentation, and search within the application to reduce dependence on institutional knowledge.	Training	No in-system help; staff rely on informal guides and personal expertise	Choose an item.	
PER-007	Could Have	Support drag-and-drop reassignment of employees on crew lists, allowing dispatchers to replace a crew member by dragging a candidate from a seniority-ordered list onto the vacant position. This interaction pattern was identified by dispatch staff as a meaningful usability upgrade over the current sequential screen workflow.	IBU Dispatch, AMHS Staff	No drag-and-drop capability in Atlas; replacements require navigating multiple screens sequentially.	Choose an item.	
PER-008	Could Have	Provide a searchable internal phone roster for AMHS dispatch staff and vessel crew, accessible directly within the DMS without requiring use of the separate State of Alaska employee directory. The roster should be filterable by name, bargaining unit, vessel, and change port.	AMHS Dispatch Staff	No internal phone roster in Atlas; staff rely on a separate State directory that does not reflect AMHS-specific roles and assignments.	Choose an item.	
PER-009	Must Have	Maintain timestamped, granular change notes at the employee profile level, capturing who made each change, what field was changed, the prior value, and the new value. These notes must be visible to authorized users within the employee record (distinct from the system-wide audit log required by COM-003) to support day-to-day dispatcher review of recent profile changes.	AMHS Dispatch Staff	Atlas does not display field-level change history at the employee profile; dispatchers have no visibility into recent changes without requesting a system report.	Choose an item.	
PER-010	Must Have	Comply with Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG) 2.1 at the AA conformance level. Vendor must provide a Voluntary Product Accessibility Template (VPAT) or equivalent conformance documentation.	IT Standards		Choose an item.	
PER-011	Must Have	Define and publish a supported browser and operating system compatibility matrix, including minimum browser versions. At minimum, the system must support current versions of Chrome, Edge, and Safari on Windows, macOS, iOS, and Android.	IT Standards		Choose an item.	
PER-	Must	The employee self-service portal must use	Passenger		Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
012	Have	responsive design and function on mobile devices and tablets without requiring a desktop browser. Vessel crew may access the system from personal devices without access to a desktop computer.	Services, Union Needs			
PER-013	Must Have	The system must be designed to function over low-bandwidth connections (satellite internet with high latency and limited throughput). The 3-5 second response time target (PER-001) must be achievable on connections with 500ms+ round-trip latency and 1 Mbps throughput.	IT Standards, Vessel Operations		Choose an item.	

14. Implementation and Vendor Obligations

These requirements govern the implementation process, change management, and vendor accountability. They are distinct from functional system requirements but are equally important to the success of the Atlas replacement initiative.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
IMP-001	Must Have	Be cloud-hosted and maintained by the vendor as a Software-as-a-Service (SaaS) solution, with vendor responsibility for infrastructure, security patching, and software updates.	IT Standards	Atlas is state-hosted requiring significant internal IT support; cloud SaaS would reduce state IT workload	Choose an item.	
IMP-002	Must Have	Provide a documented and tested data migration plan for historical Atlas data, including employee records, seetime history, credentialing data, crewing history, and seniority data, accounting for known Atlas data quality issues.	Seetime Letters, Dispatch Manager	Atlas contains years of operational history; migration complexity is high due to quality issues (pre-2010 seetime, incomplete MEBA temp data)	Choose an item.	
IMP-003	Must Have	Include documentation that clearly delineates client (AMHS/DOT) vs. vendor responsibilities for: system maintenance, hosting, performance SLAs, security, third-party integrations, software updates, customization requests, and data ownership.	IT Standards		Choose an item.	
IMP-004	Must Have	Include documentation and training materials for both administrative staff and vessel crew, including an Operational Manual and Training Manual or equivalent.	IT Standards		Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
IMP-005	Must Have	Include a defined change management and organizational change management (OCM) plan as part of the vendor implementation, including live instructor-led training sessions for both administrative staff and vessel crew end users prior to go-live.	Dispatch Manager, Atlas Admin	AMHS staff have deeply embedded paper and Excel workarounds; adoption requires intentional change management	Choose an item.	
IMP-006	Must Have	Support automatic generation of Personnel Action Request Forms (PARFs) when an employee physically begins working a new bid position, with routing for supervisor approval. Automatically update the employee's Position Classification Number (PCN) after PARF approval.	MEBA Dispatch, MMP Dispatch	PARF generation and PCN update entirely manual; known source of data integrity errors and downstream payroll issues	Choose an item.	
IMP-007	Must Have	Include a vendor security plan documenting response procedures in case of a data breach, in a format that can be kept on record with OIT.	IT Standards		Choose an item.	
IMP-008	Could Have	Support internal cross-team routing and referral workflows: when a training eligibility dispute or credential discrepancy arises during dispatch or training review, allow staff to generate an in-system referral to the Vessel Crew Docs team with status tracking and documented resolution notes. Referral history should be visible in the employee record.	Training, Vessel Crew Docs	Credential disputes resolved via email and phone with no system record. Training Coordinator described regularly referring employees to Vessel Crew Docs for qualification issues with no tracked handoff or resolution documentation.	Choose an item.	
IMP-009	Must Have	Vendor must provide advance notification (minimum 30 calendar days) before any release that modifies user interface workflows, changes integration interfaces, or introduces breaking changes. Major releases must be available in a pre-production environment for DOT&PF validation before production deployment.	IT Standards		Choose an item.	
IMP-010	Must Have	Vendor must document the multi-tenancy architecture (single-tenant, multi-tenant, or hybrid) and the specific technical controls used to isolate State of Alaska data from other tenants, including compute, storage, and network isolation.	IT Standards		Choose an item.	

15. Cloud Governance and Data Sovereignty

The DMS will be deployed as a vendor-hosted SaaS solution handling employee PII, union membership data, and operational records for an essential public transportation service. Cloud governance requirements define where state data resides, who can access it, how it is protected across the vendor's supply chain, and what happens when the contract ends. These requirements are standard for state government SaaS procurements and are necessary to satisfy Alaska OIT security policies and federal compliance obligations.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
GOV-001	Must Have	All state data at rest must reside within the continental United States. All data processing and data in transit must remain within the continental United States. Vendor must disclose the specific cloud region(s) used for hosting.	IT Standards		Choose an item.	
GOV-002	Must Have	Vendor must disclose all third-party subprocessors (sub-hosting providers, CDN providers, analytics services, support tools) that have access to or process state data. Vendor must obtain DOT&PF approval before adding or changing any subprocessor.	IT Standards		Choose an item.	
GOV-003	Must Have	All data entered into, generated by, or derived from the system is and remains the property of the State of Alaska. This includes all configuration data, business rules, reports, audit logs, and any data generated by the system during operations.	IT Standards		Choose an item.	
GOV-004	Must Have	Vendor must provide a complete export of all state data in standard, machine-readable formats (CSV, JSON, or SQL dump) within 30 calendar days of contract termination or upon written request during the contract period.	IT Standards		Choose an item.	
GOV-005	Must Have	Vendor must provide ongoing bulk data export capability throughout the contract period, enabling DOT&PF to extract its own data at any time without vendor involvement. Export must be available in standard formats via the REST API (INT-005) or a dedicated export function.	IT Standards		Choose an item.	
GOV-006	Must Have	Vendor must certify destruction of all state data, including backups, replicas, and disaster recovery copies, within 90 calendar days of contract termination. Certification must be in writing and specify the destruction method used.	IT Standards		Choose an item.	
GOV-007	Must Have	Vendor must provide transition assistance for a minimum of 90 calendar days following contract termination, including data migration support, documentation, knowledge transfer, and technical cooperation with a successor vendor or DOT&PF IT. Transition assistance rates must be defined in the contract.	IT Standards		Choose an item.	
GOV-008	Must Have	Vendor must maintain a documented API versioning policy. Breaking changes to the API must include a minimum 12-month	IT Standards		Choose an item.	

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
		deprecation notice period during which both old and new versions are supported.				
GOV-009	Must Have	Vendor must provide source code escrow (or equivalent continuity provision such as a technology escrow or SaaS continuity plan) that ensures the State of Alaska can maintain system operations if the vendor ceases business, undergoes acquisition, or otherwise becomes unable to fulfill contract obligations.	IT Standards		Choose an item.	

16. Availability and Disaster Recovery

AMHS dispatch is a 24/7 operation with vessel safety implications. The DMS manages crew assignments on active vessels, and system unavailability directly impacts the ability to staff vessels safely and maintain regulatory compliance. These requirements define specific, measurable availability commitments and disaster recovery capabilities.

Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
AVL-001	Must Have	Vendor must maintain a minimum system availability of 99.9% measured monthly, excluding scheduled maintenance windows. The contract must define financial remedies (service credits or fee reductions) for months where availability falls below the committed target.	IT Standards		Choose an item.	
AVL-002	Must Have	Vendor must maintain a Recovery Time Objective (RTO) of 4 hours or less and a Recovery Point Objective (RPO) of 1 hour or less for all disaster recovery scenarios.	IT Standards		Choose an item.	
AVL-003	Must Have	Vendor must maintain geographically separated infrastructure (minimum two distinct data center regions) for redundancy and disaster recovery.	IT Standards		Choose an item.	
AVL-004	Must Have	Vendor must define acceptable scheduled maintenance windows and provide a minimum of 72 hours advance notice before any planned downtime. Maintenance windows must account for AMHS 24/7 operations across Alaska time zones.	IT Standards		Choose an item.	
AVL-005	Must Have	Vendor must maintain a publicly accessible (or DOT&PF-accessible) real-time system status page showing current operational status, active incidents, and historical uptime.	IT Standards		Choose an item.	
AVL-	Must	Vendor must provide a root cause analysis (RCA) report	IT		Choose an item.	

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Req ID	Priority	Requirement	Source	Current Gap (Atlas)	Vendor Response	Vendor Narrative/Notes
006	Have	within 5 business days of any unplanned outage exceeding 30 minutes. RCA must include timeline, root cause, impact scope, and corrective actions.	Standards			
AVL-007	Must Have	Define specific offline/degraded mode capabilities for vessel-based users with limited or intermittent satellite connectivity. At minimum, the employee self-service portal must support read access to schedules, credentials, and contact information during connectivity loss. Define the data synchronization process and maximum acceptable sync delay when connectivity is restored.	IT Standards, Vessel Operations		Choose an item.	

ATTACHMENT #14 AMHS DISPATCH MANAGEMENT SYSTEM (DMS) CONCEPT OF OPERATIONS

ALASKA MARINE HIGHWAY SYSTEM

Dispatch Management System

CONCEPT OF OPERATIONS

Alaska Department of Transportation & Public Facilities

Version 1.6 | September 2026

1. Executive Summary

The Alaska Marine Highway System (AMHS), operated by the Alaska Department of Transportation and Public Facilities (DOT&PF), is seeking to replace its aging crew dispatch management system, Atlas, with a modern solution that better supports the complex, multi-union crewing and scheduling operations of the ferry fleet.

This Concept of Operations (ConOps) document describes the current operational environment, identifies critical pain points with the existing Atlas system, and establishes the operational vision for a replacement Dispatch Management System (DMS). The accompanying System Requirements document translates this vision into 164 discrete, prioritized requirements across 16 functional categories for use in vendor evaluation and solicitation.

2. Purpose and Scope

This ConOps document serves three purposes:

- Describe how AMHS currently performs dispatch operations so that prospective vendors understand the operational environment.
- Identify gaps between current capabilities (Atlas) and the operational needs of dispatch staff, payroll, training, and related functions.
- Define the envisioned operational concept for a replacement system that addresses those gaps.

The scope of the replacement system encompasses crew scheduling and dispatch for all three maritime bargaining units (IBU, MEBA, MMP), supporting functions including payroll timesheet generation, credentialing and qualification tracking, seetime letter production, shoreside travel coordination, and training records.

3. Organizational Overview

3.1 Alaska Marine Highway System

AMHS operates a fleet of passenger and vehicle ferries serving coastal communities throughout Southeast and Southcentral Alaska. The system is a critical public transportation infrastructure for communities that are not accessible by road.

Vessel operations are organized into three crew departments:

- Deck: Captains, mates, and deckhands responsible for vessel navigation
- Engineering: Engineers responsible for propulsion, machinery, and vessel equipment
- Passenger Services: Pursers (front desk/check-in) and Stewards (housekeeping/food service), the largest crew department by headcount

Shoreside operations that interact with dispatch include:

- Payroll: Processes all crew timesheets and interfaces with the State's IRIS payroll system
- Training: Coordinates mandatory credentialing courses using the Mariners LMS
- Seetime Letters: Produces Coast Guard-required proof-of-service letters for mariners
- Shoreside Travel: Books travel for both shoreside employees and vessel crew in work status
- Vessel Crew Documentation: Enters and tracks all Coast Guard credentials and certificates

3.2 Bargaining Units

AMHS crew members belong to one of three maritime unions, each with distinct contract provisions:

Union	Coverage	Key Scheduling Characteristics
IBU (Inlandboatmen's Union)	~380 employees Deck, Stewards, Purser	Biweekly scheduling cycle; complex seniority-based vacancy filling using the Riff bumping process (Job Points → Admin Award Date → Department Points → Company Points → Hire Date); Dispatch Selection Forms (DSF) for vessel and position opt-outs; leave management via paper approval workflow.
MEBA (Marine Engineers' Beneficial Association)	~60 employees Engineers	Quarterly scroll scheduling (4 months); can hire temporary engineers directly from MEBA Hall (unique among the three unions) with AMHS-paid travel; seniority accrued every 9 months; Personnel Action Request Forms (PARFs) generated when bid is worked; PCN updated after PARF approval.
MMP (Masters, Mates & Pilots)	~70 employees Deck Officers	Quarterly scroll scheduling (4 months); pilotage requirements (day vs. unlimited, inclusion/exclusion areas) critical to every scheduling decision; holdover assignments tracked separately; vessel status directly affects staffing decisions.

3.3 Vessel Fleet Context

AMHS vessels operate in one of several status modes that materially affect scheduling and staffing:

- Revenue Service: Actively carrying passengers and cargo; crew requirements governed by Certificate of Inspection (COI) minimums
- Layup (Moving): Not in revenue service but underway; reduced manning possible
- Layup (Stationary): At dock; minimal crew required
- Overhaul: In shipyard for maintenance; Shoreside Travel takes over crew lodging responsibility; MEBA Hall fills may be required

4. Current Operational Environment

4.1 The Atlas System

Atlas is the current dispatch management system deployed by AMHS. The system was originally designed primarily around IBU dispatch workflows. While it has been adapted over the years, it is widely regarded by staff across all functional areas as inadequate for current operational needs.

Atlas is a web-based application accessible via browser. Key functional areas include: Employee Profile, Type/Seniority, Qualifications/Training, Crewing Module (Riff, Crewing History, Crew List), Time Collection (blank timesheet generation), HR Reports, and seetime letter tools.

4.2 Critical System Deficiencies

Requirements gathering identified the following systemic deficiencies in Atlas:

Deficiency	Description
Performance and Speed	Atlas operations frequently take 30-60 seconds per action. Staff have learned to initiate an Atlas operation, then switch to other tasks while it loads. This constant latency degrades dispatcher efficiency during time-critical vacancy filling.
Data Currency	A 2-4 week lag exists between actual crew assignments and what Atlas reflects, because Atlas is populated from IRIS payroll data processed biweekly. No Atlas screen reliably shows 'who is actually on a vessel right now.' Dispatchers, payroll staff, shoreside travel, and passenger services supervisors all maintain parallel shadow systems to compensate.
No Real-Time Integration	Atlas has a one-way data relationship with IRIS. There is no integration with Marinalis (the training LMS), NeoGov (HR recruiting), or the Corporate Travel Management (CTM) system. Each functional area must manually re-enter data between systems.
No Employee Self-	Despite original design intent, crew members have no ability to view their own

Deficiency	Description
Service	qualifications, check their schedules, set availability preferences, or submit documentation through Atlas. This creates high administrative burden on dispatch administrators.
No Communication or Audit Logging	Atlas has no built-in messaging, call logging, or communication tracking. Dispatchers make dozens of calls per day when filling vacancies, but there is no system record of who was called, when, how many times, or what was communicated. Required union notifications for personnel transactions are not sent consistently. This creates significant risk in union grievance proceedings.
Data Loss and Unreliable Saves	Vessel Crew Documentation staff must exit and re-enter Atlas after every document entry to verify that the save was successful. Atlas is known to silently discard entries, effectively doubling data entry time for every credential update.
Batch Operations Not Supported	All document attachments, credential entries, and course completions must be processed one employee at a time. Entering the same course completion for 20 employees requires 20 separate sequential operations.
No Leave Management Workflow	Vacation approval is a paper form passed through admin and manually entered into Atlas. The 2-4 week data lag means leave status in Atlas is unreliable. Dispatchers must manually cross-reference vacation lists against crew lists to catch missed leave entries. Leave timesheets must be manually coded by payroll for every missed assignment.
Usability	Atlas requires significant institutional knowledge to operate effectively. Windows cannot be resized, fonts are small and fixed, and multiple tabs do not share context with each other. New dispatchers face a steep learning curve. Additional usability improvements identified by staff include: drag-and-drop crew replacement capability on crew lists; an internal searchable phone roster accessible within the DMS; and timestamped, field-level change notes visible at the employee profile level (distinct from system-level audit logging).

4.3 Current Workaround Ecosystem

Because Atlas cannot meet operational needs, staff across all functional areas maintain extensive parallel systems:

Function Area	Atlas Limitation	Workaround in Use
IBU Dispatch	No real-time crew tracking; slow seniority lookups; no DSF enforcement automation; Riff Math tool requires manual verification; no call logging	Personal Excel grids; printed/annotated seniority lists; manual DSF cross-reference during every vacancy fill; paper call notes
MEBA Dispatch	System built for IBU; quarterly scheduling not supported; no MEBA Hall email automation; no PARF/PCN trigger	Color-coded Excel scroll; manual IRIS entry after scroll; manual Hall notifications; paper PARF tracking
MMP Dispatch	Cannot track pilotage by area/type; no scroll view; no holdover tracking	Color-coded paper scroll; manual pilotage Excel sheets; holdovers tracked by hand on scroll
Payroll	Timesheets are blank forms; no missing timesheet alerts; no leave timesheet automation; no MOT calculation	Biweekly Teams spreadsheet check-off log; manual leave coding; manual IRIS entry for every line
Seatime Letters	Output format unusable; three tools return different totals; no drug test eligibility calculation; no letter patching; pre-2010 data unreliable	Excel tracking log; Word reformatting; manual patching from prior letters; historical spreadsheets for pre-2010 seatime
Vessel Crew Docs	No batch entry; data loss on save; no future-effective credential support; no document legibility review; no training timesheet identification	Manual Excel pilotage sheets; double-check every save; manual JPEG-to-PDF conversion; biweekly manual review of 2,500+ Marinals entries
Training	Cannot track multi-course certificates; GAP reports confusing; no parent/sub-	Excel course tracking sheets; manual certificate issuance; separate spreadsheet

Function Area	Atlas Limitation	Workaround in Use
	qualification structure; no alternative qual display; no demand tracking	for training requests
Shoreside Travel	2-4 week data lag; change ports outdated; no travel/work status distinction; no reimbursement tracking	Direct IRIS lookups; cross-reference multiple sources; email receipt collection
Training Timesheets (Paid Courses)	No capability to identify AMHS-funded course completions or route training-specific timesheets	Vessel Crew Docs clerk manually reviews 2,500+ Marinalis completions biweekly; timesheets created, emailed to employee, and submitted to payroll as three separate manual steps
MEBA Hall Communication	No outbound system notification or inbound portal for the MEBA Hall when positions cannot be filled internally	Dispatcher manually emails the MEBA Hall vacancy details; Hall responses received by email and entered manually; temp PCNs tracked in a notebook
Bid Application Review	No consolidated bid review interface; hours eligibility not calculated	Port Stewards and supervisors gather employee data from Atlas, IRIS, and paper qualification files separately; bid decisions documented only on paper with no system record
Seatime Letter End-to-End Workflow	No self-service intake, no in-system draft editing, no digital signature, no delivery log	Requests received by phone or email; drafts exported to Word and manually corrected; printed, wet-signed, scanned to PDF, and emailed; no delivery confirmation log
Employee Travel Self-Service	No employee self-service travel intake or CTM data submission capability	Crew submit travel requests by phone or email; Shoreside Travel admin manually re-keys all data into CTM; authorization details tracked in a separate spreadsheet. Per diem verification requires manual cross-referencing of ATLAS payroll history with vessel status records; kitchen operational status during overhaul is not captured in any system
NMC Pilotage Management	No dedicated pilotage management interface or linkage from NMC endorsement data to scheduling eligibility	Vessel Crew Docs clerk manually enters NMC pilotage endorsements; link to scheduling eligibility is a manual cross-reference

5. Key Operational Scenarios

The following scenarios represent the most critical day-to-day operations the replacement DMS must support, identified through direct observation during requirements gathering.

5.1 Filling a Crew Vacancy (IBU)

Vacancy filling is the core daily function of IBU dispatch. The current process consumes 30-60 minutes per vacancy due to Atlas slowness and the need to cross-reference multiple paper and digital systems. Current steps include: checking vessel schedule; running Employee Change Port Report; cross-referencing printed crew list and annotated seniority list; verifying qualifications; manually checking DSF opt-outs for each candidate; contacting employees in seniority order by phone (with no system logging of attempts); coordinating travel; updating Atlas; and emailing vessel and travel coordinator.

The replacement system must collapse this into a single unified workflow with real-time data, automated DSF filtering, and built-in call logging for grievance defense.

5.2 Biweekly Crew List Generation (IBU)

Every two weeks, IBU dispatch generates and posts the official crew list for all IBU-crewed vessels. This process currently consumes nearly one full week of dispatcher time per pay period. Dispatchers print seniority lists from Atlas, annotate them by hand with pencil (dots for bid holders, slashes for reliefs/displaced crew), and manually compare them to the last posted crew list before entering changes. The replacement system must support a real-time automated crew list that reduces this to exception management.

A recurring source of last-minute vacancies are leave requests that are approved on paper but not converted to 'Approved' status in Atlas before the crew list is built. Because there is no system alert for pending leave requests, the gap only surfaces when the affected employee is scheduled to depart and no relief has been arranged, typically day-of. The replacement system must validate leave status during crew list creation and alert the dispatcher to any unresolved pending requests before the list is finalized.

5.3 IBU Riff (Bumping) Calculation

When a bid holder is displaced (e.g., due to vessel layup or overhaul), a cascading bumping process called the Riff determines which employees move to which positions based on seniority and contract rules. The IBU seniority hierarchy is: Job Points → Admin Award Date → Department Points → Company Points → Hire Date. Atlas has a Riff Math tool that assists with these calculations, but dispatchers must extensively verify results by hand against printed lists. The replacement system must automate Riff calculations reliably and allow dispatchers to review and confirm outcomes before posting.

5.4 Quarterly Scroll Scheduling (MEBA/MMP)

MEBA and MMP dispatchers plan crew assignments four months at a time on a 'scroll'. A 'scroll' is a visual grid showing which employee is assigned to which vessel position for each two-week rotation. Currently done in color-coded Excel spreadsheets and then manually re-entered into Atlas for timesheet generation. The scroll must account for: bid position holders vs. actual reporting employees; vessel status (revenue/layup/overhaul); pilotage requirements (MMP); FMLA and other leave; holdover (overtime) situations; and MEBA Hall temporary fills. For MEBA, the scroll also drives the timing of PARF generation and PCN updates when employees begin working new bid positions.

5.5 MEBA Personnel Action Request Forms (PARFs) and PCN Updates

When a MEBA employee physically begins working a new bid position, a Personnel Action Request Form (PARF) must be generated and routed for approval. Once approved, the employee's Position Classification Number (PCN) must be updated to reflect the new position. Currently, both steps are performed manually by the dispatcher. There is no system trigger when a new bid begins, no automated routing, and no PCN update mechanism. Incorrect or missing PCNs are a known source of downstream payroll errors. The replacement system must auto-generate PARFs when bids begin and auto-update PCNs upon PARF approval.

When a MEBA position cannot be filled from the internal seniority list, the dispatcher must also notify the MEBA Hall. The replacement system must automate this: generating a structured notification to the Hall with full vacancy details (vessel, position, start date, qualifications required), and providing a means for the Hall to supply temp employee data that creates a provisional DMS record with a temporary PCN. That temp PCN must automatically convert to a permanent PCN once the associated PARF is approved and the employee has physically worked the bid.

5.6 Credential and Qualification Verification

Before any crew member can be assigned to a vessel, dispatchers must verify current, valid credentials for that position. For MMP officers, this includes specific pilotage endorsements (day vs. unlimited) for the correct geographic areas. For all crew, this includes MMC, TWIC cards, and position-specific STCW certifications. The Vessel Crew Documentation team manages ongoing credential tracking and must review all submitted documents for legibility, converting non-PDF formats and notifying employees of any resubmission requirements. Credentials submitted in advance of their validity date (e.g., renewed MMC received months early) must be stored as future-effective and automatically activated on the correct date.

5.7 Training Administration and Paid Course Timesheets

The Training Coordinator manages tuition authorization and course enrollment for AMHS-sponsored training. When a course completion is confirmed in Marinals, certain courses qualify for training pay, requiring the Vessel Crew Documentation team to identify those completions (currently by manually reviewing 2,500+ Marinals entries every two weeks), create training-specific timesheets, and distribute them to both the employee and payroll. The replacement system must automatically identify paid-course completions, alert the clerk, support training timesheet creation, and distribute the completed timesheet to the employee and IRIS.

A critical gap not previously documented is the identification of AMHS-funded courses for training pay. The Vessel Crew Docs clerk currently reviews over 2,500 Marinals course completions every two weeks manually to find the subset eligible for training pay. The replacement system must automate this identification, alert the clerk to eligible completions, support creation of training-specific timesheets pre-populated with course and employee data, route them for approval, and automatically deliver approved timesheets to both the employee (via portal and email) and to payroll/IRIS. Ultimately, eliminating what is currently a multi-step, entirely manual process with no system workflow.

5.8 Seetime Letter Generation

The seetime clerk produces Coast Guard-required proof-of-service letters for mariners applying for license renewals or new endorsements. Approximately 532 letters were produced in the most recent cycle. The current process requires generating raw seetime data from Atlas; reconciling discrepancies between three Atlas tools that return different totals for the same employee; reformatting in Word; adding required legal statements (drug testing, engine yard time, inside passage); patching in historical seetime from archived spreadsheets for pre-2010 service; verifying drug test statement eligibility (which the Atlas UA Assessment tool undercounts); and maintaining an Excel tracking log. The replacement system must produce fully formatted, accurate seetime letters including all required Coast Guard statements, with a single authoritative total.

Two additional workflow requirements apply to seetime letters. First, the clerk must be able to edit the generated draft in-system before finalizing: adjusting subtotals, adding narrative notes, and overriding drug test eligibility when supporting documentation warrants it. Second, finalized letters must export to PDF with digital signature support, be delivered to the mariner via both the system and email, and a timestamped delivery confirmation log must be maintained in the system.

5.9 Timesheet Generation and Payroll Interface

AMHS payroll is described by the Payroll Manager as the most manual timesheet entry in the state of Alaska. Atlas generates blank timesheets that are printed and sent to vessel supervisors to fill in by hand. Payroll technicians then manually key every line into IRIS. This equates to approximately 16+ line entries per employee, across 130 timesheets per technician per pay period. Approximately 80% require corrections. Leave timesheets must be manually generated for any employee missing a scheduled assignment due to approved leave. The replacement system should generate pre-populated, complete timesheets that minimize manual re-entry, auto-generate leave timesheets, and provide a missing timesheet tracking workflow.

Two additional requirements apply to this workflow. First, vessel crew members must have direct digital access to their pre-populated timesheets within the DMS to review, confirm hours, and flag discrepancies without involving dispatch as an intermediary. Second, when a crew member is recorded as unfit for duty and no timesheet exists for that assignment, the system must automatically identify the gap and alert dispatch and payroll to initiate the required Personnel Action Request Form (PARF), closing a known source of missing documentation and downstream payroll errors.

5.10 Pier Head Jump (Emergency Vacancy Filling)

A pier head jump occurs when a vacancy arises on a vessel scheduled to sail within 6–12 hours, leaving insufficient time to work through the full seniority-ordered vacancy filling process. In these circumstances, applicable Letters of Agreement (LOA) may permit the dispatcher to prioritize geographic proximity over strict seniority order to ensure the vessel sails on time. This scenario is currently handled entirely by phone and institutional knowledge, with no system support, documentation, or audit trail.

The replacement system must display a pier head jump indicator when a vessel is within the applicable sailing window, support an expedited assignment workflow that surfaces nearby qualified employees as priority candidates, and require the dispatcher to document the deviation from seniority order with a written justification. The deviation and justification must be captured in the audit log for grievance defense purposes.

5.11 MMP Committee Data Submission

Prior to each quarterly MMP scheduling cycle, the MMP committee supplies the MMP dispatcher with key operational data required to build the crew list: voyage schedules, relief windows, and position requirements by vessel. Currently this data is delivered via email and manually entered by the dispatcher with no standardized format, no system record of receipt, and no automated notification that the data is ready for review.

The replacement system must provide a structured interface through which the MMP committee can submit this scheduling input data directly. Upon submission, the system must automatically notify the MMP dispatcher that committee data has been received and is ready for review, creating an auditable handoff record at the start of each quarterly planning cycle.

6. Stakeholders and User Roles

Role	Primary System Interactions	Key Needs
IBU Dispatcher	Crew list, vacancy filling, Riff, DSF management, travel coordination, call logging	Speed, real-time data, automated DSF filtering, Riff automation, call logging, seniority visibility
MEBA Dispatcher	Quarterly scroll, Hall temp coordination, PARF/PCN management, GAP reports	Scroll/calendar view, Hall hire workflow, automated PARF trigger, certification tracking
MMP Dispatcher	Quarterly scroll, pilotage verification, vessel status, holdover tracking	Pilotage area/type tracking, vessel status integration, holdover display
Payroll Technician	Timesheet receipt, IRIS entry, leave management, missing timesheet tracking	Pre-filled timesheets, auto leave timesheets, accurate leave codes, missing timesheet alerts, IRIS interface
Seatime Clerk	Seatime letter generation, drug test eligibility, letter patching, tracking log	Single consistent total, auto CG statements, drug test eligibility auto-calc, letter patching support
Training Coordinator	GAP reports, tuition authorization, course enrollment, Marinalis integration	Real-time qualification view, parent/sub-qual structure, alternative qual display, demand tracking
Vessel Crew Docs Admin	Credential entry, compliance reports, pilotage tracking, document review, training timesheets	Batch entry, reliable saves, future-effective credentials, document legibility tools, training timesheet automation
Shoreside Travel Admin	Employee contact lookup, payroll history review, travel/work status determination, reimbursement tracking	Real-time assignment data, travel vs. work status clarity, reimbursement workflow
Passenger Services Mgr.	Employee lookup, crew location reference, bid approval	Real-time crew location, copy/paste capability, IBU bid eligibility calculation
System Administrator	User roles, data integrity, integrations, audit logs	Fine-grained RBAC, tamper-evident audit log, data export, SSO
Crew Members (self-service)	None currently (future state)	View schedule/qualifications, set availability, upload documents, submit training requests, request seatime letters

7. System Vision for the Replacement DMS

7.1 Guiding Principles

Based on requirements gathering findings, the following principles should guide the design and selection of the replacement Dispatch Management System:

Principle	Description
Real-Time Truth	The system must reflect actual crew assignments, vessel status, and credential validity in or near real-time, not as a lagging reflection of biweekly payroll processing.
Dispatcher as Primary User	IBU, MEBA, and MMP dispatchers must be able to perform their core work. This includes finding available, qualified personnel and assigning them to vessels. This should be accomplished faster and with less friction than today.
Union Contract Fidelity	The system must support the distinct scheduling rules, seniority hierarchies, and vacancy-filling procedures of all three bargaining units, and must accommodate contract updates every three years without requiring custom development.
Audit Trail Everywhere	Every assignment decision, call attempt, credential update, PARF generation, and system action must be logged with user, timestamp, and context to support union grievance defense and operational accountability.
Reduce Manual Re-Entry	Integration with IRIS (payroll), Marinals (training), and other state systems must reduce or eliminate the need for staff to re-key data between systems.
Employee Self-Service	Crew members should be able to view their own credentials, check their schedule, upload documents, request courses, and submit seetime letter requests without requiring staff intermediaries.
Scalable Flexibility	The system must handle fleet status changes (layup, overhaul, revenue service), scale to support AMHS' operational complexity, and allow administrators to configure bargaining unit rules without vendor involvement.

7.2 Core Capabilities Required

Training administration must explicitly include the paid-course timesheet workflow: automated identification of AMHS-funded Marinals completions, alert to the Vessel Crew Docs clerk, training timesheet creation and routing, and automatic delivery to employee and payroll upon approval.

Crew Scheduling and Assignment

The replacement system must provide a unified scheduling workspace that shows, for each vessel and each time period, who is assigned, who is the bid holder, who is a relief, and what leave status applies. Dispatchers must be able to filter by change port, bargaining unit, position, and availability to identify candidates for vacancy filling. The system must automate seniority-based sorting, support the IBU Riff bumping process with configurable union rule sets, enforce DSF restrictions automatically, and support the MEBA Hall temporary hire workflow.

Scheduling capabilities must also include: a bid application review interface for supervisors and Port Stewards that consolidates employee contact, hours worked, qualification status, and bid history with in-system capture of the reviewer decision and reason; and for MEBA, automated Hall notification for unfilled positions, provisional temp employee records with temporary PCNs, and automatic PCN conversion upon PARF approval and bid completion. Three additional scheduling capabilities are required. First, the system must support system-assisted drafting of proposed MEBA crew lists given current scheduling constraints (seniority hierarchy, qualifications, vessel status, scroll commitments), the system should generate a draft crew list for MEBA dispatcher review and modification before publishing, replacing the current from-scratch manual process. Second, when an IBU vacancy is filled, the system must automatically notify all relevant stakeholders. These stakeholders include the vessel Master, Chief Mate, the vacating employee, and all IBU Dispatch staff. Notifications including the employee's name, position, vessel, and effective date; post-fill notifications are currently sent manually via Outlook with no tracking or consistency guarantee. Third, the system must display pier head jump emergency vacancy indicators and support the expedited assignment workflow described in Section 5.10 above.

Qualification and Credential Management

All employee credentials (MMC, TWIC, medical certificates, position-specific endorsements, STCW certifications) must be tracked with expiration dates and automated alerts. Pilotage endorsements must be differentiated by area, type (day/unlimited), and inclusion/exclusion list status. The system must support bulk/batch entry of the same credential for multiple employees simultaneously, future-effective credential documents, document legibility review with employee notification, and automatic JPEG-to-PDF conversion. GAP reports must support parent qualifications with sub-qualification groupings and distinguish alternative qualifications visually.

Credential management must additionally support: interactive qualification reports filterable by crew with or without a specific credential; a dedicated NMC pilotage management interface for the Vessel Crew Docs clerk; automatic formatted distribution of compliance reports (with expiration urgency color-coding) via email to vessel supervisors and individual employees nearing expiration; and qualification metadata maintenance (issuing authority, renewal frequency, applicable positions) configurable by administrators without vendor involvement.

Leave Management

The system must support a full leave management workflow: digital vacation approval, automatic leave timesheet generation for missed assignments, display of IRIS leave balances, and alerts when employees approach contract-defined absence thresholds (60+ days without work in a rolling 90-day period).

Communication and Call Logging

The system must provide built-in call/contact logging that captures who was contacted, when, how many attempts were made, and what was communicated. This is a union grievance defense requirement. It must also generate automated notifications to union representatives for required personnel transactions, maintain a tamper-evident audit log of all system actions, and support broadcast notifications to groups of employees.

Timesheet and Payroll Support

The system must generate pre-populated timesheets that include actual assignment data rather than blank forms, auto-generate leave timesheets, and provide a missing timesheet tracking workflow. Integration with IRIS for direct data transfer is a high-value goal, subject to technical feasibility.

Training Administration and Paid Course Timesheets

The system must support training course management (enrollment, scheduling, completion, demand tracking) and automatically identify Mariners completions that qualify for training pay, alerting the Vessel Crew Docs clerk and supporting the creation and distribution of training-specific timesheets.

Seatime Letter Automation

The system must generate seatime letters that include all Coast Guard-required statements, produce a single consistent total, support letter patching for career history continuity, automatically calculate drug test statement eligibility, and allow inactive employee reactivation scoped to seatime only.

Seatime letter automation must include the complete end-to-end workflow: employee self-service request intake with automatic clerk notification; in-system clerk editing of generated drafts; PDF export with digital signature support; and automated delivery to the mariner via portal and email with a timestamped delivery confirmation log.

Reporting and Analytics

The system must support configurable compliance reports for credential expiration, training completion, and crew assignments. Reports must be exportable and auto-distributed to relevant parties. Users must be able to filter, sort, and search without requiring pre-defined report templates.

Employee Self-Service Portal

Crew members must be able to log in to view their schedule, credentials, and seatime history; submit availability preferences; upload required documents; enroll in or request training courses; and submit seatime letter requests.

7.3 Integration Requirements

The replacement system must integrate with the following external systems:

- IRIS (State Payroll System): Bidirectional where feasible. The IRIS interface is XML/FTP based (interface specification: https://doa.alaska.gov/dof/iris/resource/INT_ISD_TADI_XML.pdf). At minimum, IRIS employee data should populate the DMS with a defined sync frequency and a leave balance must be displayed in the DMS.
- Mariners (Training LMS): The current 2-4 week lag for training completion data is operationally unacceptable. Near-real-time synchronization of course completions is required. Bidirectional integration (auto-generating learner profiles in Mariners from DMS data; auto-populating Mariners with verified MMC credentials) is a must have.
- NeoGov (HR/Onboarding): New hire data entered during onboarding should flow into the DMS without manual re-entry.
- Corporate Travel Management (CTM) (or successor travel system): Integration to eliminate duplicate travel booking workflows is a must have. The system must support employee self-service travel request intake.

This should collect the following required authorization fields: full name, job title, mailing address, submission date, bargaining unit, birth date, travel dates, destination(s), purpose of trip, staff assigned to prepare the reservation, mode of transportation, number of trip segments, and segment-specific travel details. This should also generate CTM-compatible travel records from DMS assignment data to eliminate manual re-keying by the Shoreside Travel admin. The system must also provide a per diem verification view showing vessel assignment, pay type, vessel status, and vessel kitchen operability during overhaul periods.

- Future DOT Systems: A vendor-documented REST API for future state IT integrations is a could have.
- For all integration points, the replacement system must define which system is authoritative (system of record) for each shared data element and implement error handling, retry logic, and failure notification. No data may be silently lost due to an integration failure. DOT&PF IT must have access to integration health monitoring showing sync status, error counts, and data reconciliation metrics.

7.4 Non-Functional Requirements

- Performance: All common operations must complete within 3-5 seconds. The 30-60 second load times of Atlas are operationally unacceptable.
- Reliability: Saves must be confirmed. Silent data loss (as experienced with Atlas) is unacceptable.
- Deployment: The system must be cloud-hosted and vendor-maintained as a SaaS solution.
- Security:
 - The vendor must provide a security plan, hold a current SOC 2 Type II certification (or FedRAMP Moderate authorization), conduct annual third-party penetration testing, and document data handling, retention, and deletion procedures.
 - Encryption must use AES-256 at rest and TLS 1.2+ in transit.
 - Security incident notification must occur within 72 hours of discovery.
 - The system must enforce configurable session timeout and concurrent session limits, with immediate session termination upon account deactivation in the state identity provider.
 - The vendor must maintain a documented vulnerability management program with defined patching timelines: critical vulnerabilities (CVSS 9.0+) patched within 72 hours of disclosure, high vulnerabilities (CVSS 7.0+) within 30 days.
 - Vendor personnel with administrative access to state data or production infrastructure must undergo background checks, with documentation provided to DOT&PF upon request.
- Usability: The system must be navigable by new users with minimal training and must not require institutional knowledge to perform routine operations.
- Accessibility: Must comply with Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG) 2.1 at the AA conformance level. The employee self-service portal must use responsive design and function on mobile devices and tablets.
- Browser-Based: Must be accessible via standard state-approved browsers without VPN or remote desktop requirements.
- Single Sign-On: Must support SSO via SAML 2.0 or OpenID Connect with the State of Alaska identity provider. Must support multi-factor authentication and automated user provisioning/deprovisioning via SCIM 2.0.

7.5 Cloud Governance and Data Sovereignty

The DMS will be deployed as a vendor-hosted SaaS solution handling employee personally identifiable information, union membership data, and operational records for an essential public transportation service. The following governance requirements apply to all SaaS deployments for State of Alaska systems.

- Data Residency: All state data at rest and all data processing must remain within the continental United States. The vendor must disclose the specific cloud region(s) used for hosting.
- Subprocessor Disclosure: The vendor must disclose all third-party subprocessors with access to state data and obtain DOT&PF approval before adding or changing any subprocessor.
- Data Ownership: All data entered into, generated by, or derived from the system (including configuration data, business rules, reports, and audit logs) is and remains the property of the State of Alaska.

- **Data Portability:** The vendor must provide a complete export of all state data in standard machine-readable formats (CSV, JSON, or SQL dump) within 30 calendar days of contract termination or upon written request. DOT&PF must also have ongoing bulk export capability throughout the contract period without vendor involvement.
- **Data Destruction:** The vendor must certify in writing the destruction of all state data (including backups, replicas, and disaster recovery copies) within 90 calendar days of contract termination, specifying the destruction method used.
- **Transition Assistance:** The vendor must provide transition assistance for a minimum of 90 calendar days following contract termination, including data migration support, documentation, and technical cooperation with a successor vendor or DOT&PF IT. Transition rates must be defined in the contract.
- **API Versioning:** The vendor must maintain a documented API versioning policy. Breaking API changes must include a minimum 12-month deprecation notice during which both old and new versions are supported.
- **Source Code Escrow:** The vendor must provide source code escrow or an equivalent SaaS continuity provision ensuring the State of Alaska can maintain system operations if the vendor ceases business, is acquired, or otherwise cannot fulfill contract obligations.

7.6 Availability and Disaster Recovery

AMHS dispatch is a 24/7 operation with direct vessel safety implications. The DMS manages crew assignments on active vessels, and system unavailability directly affects the ability to staff vessels safely and maintain regulatory compliance. The following measurable availability and recovery commitments are required from all vendors.

- **Uptime SLA:** The vendor must maintain a minimum system availability of 99.9% measured monthly, excluding scheduled maintenance windows, with defined financial remedies (service credits or fee reductions) for months where availability falls below the committed target.
- **Recovery Objectives:** The vendor must maintain a Recovery Time Objective (RTO) of 4 hours or less and a Recovery Point Objective (RPO) of 1 hour or less for all disaster recovery scenarios.
- **Geographic Redundancy:** The vendor must maintain geographically separated infrastructure (minimum two distinct data center regions) for redundancy and disaster recovery.
- **Maintenance Windows:** The vendor must provide a minimum of 72 hours' advance notice before any planned downtime. Maintenance windows must account for AMHS 24/7 operations across Alaska time zones.
- **Status Transparency:** The vendor must maintain a real-time system status page accessible to DOT&PF showing current operational status, active incidents, and historical uptime. A root cause analysis (RCA) report must be provided within 5 business days of any unplanned outage exceeding 30 minutes.
- **Offline/Degraded Mode:** The system must define specific offline capabilities for vessel-based users with limited or intermittent satellite connectivity. At minimum, the employee self-service portal must support read access to schedules, credentials, and contact information during connectivity loss. The vendor must define the data synchronization process and maximum acceptable sync delay when connectivity is restored.

End of Modified Forms Additionally Included Forms

ATTACHMENT #15 Federal Transit Administration (FTA) Provisions (Form 25D-55T)

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			REQUIRED CONTRACT PROVISIONS for FEDERAL-AID (FTA) CONTRACTS	
				I. GENERAL
I.	General	Page 1		1. These contract provisions shall apply to all work performed on the contract.
II.	Fly America Requirements	1		2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any <u>lower tier</u> subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
III.	Buy America Requirements	2		3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
IV.	Charter Bus and School Bus Requirements	2		4. In this contract, <i>Grantor and FTA</i> means Federal Transit Administration; <i>Alaska DOT&PF and agency means</i> the Alaska Department of Transportation and Public Facilities; <i>AMHS</i> means Alaska Marine Highway System.
V.	Cargo Preference Requirements	2		II. FLY AMERICA REQUIREMENTS
VI.	Seismic Safety Requirements	3		The Fly America requirements apply to the transportation of persons or property, by air, between a place in the United States and a place outside the United States, or between two places outside the United States, when Federal Transit Administration (FTA) funds participate in the cost of such air transportation.
VII.	Energy Conservation Requirements	3		The Fly America requirements flow down from the Alaska Department of Transportation and Public Facilities (ADOT&PF) to first-tier contractors, who are responsible for ensuring that lower-tier contractors and subcontractors are in compliance.
VIII.	Clean Water Requirements	3		The Contractor agrees to comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) (the "Fly America Act"), which requires the use of U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that such service is available. A U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
IX.	Bus Testing	3		
X.	Pre-Award and Post Delivery			
	Audit Requirements	4		
XI.	Lobbying	4		
XII.	Access to Records and Reports	5		
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XVII.	Davis-Bacon and Copeland			
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XVIII.	Contract Work Hours and Safety Standards Act	9		
XIX.	Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or other Legal Matters	10		
XX.	No Government Obligation to Third Parties	10		
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XXXV.	Special Notification Requirements for States	18		
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If available, the Contractor shall use U.S.-flag air carriers in performing work under this Contract for all international air transportation funded in whole or in part with Federal funds.

In the event that the Contractor uses a carrier other than a U.S.-flag air carrier, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign-flag air carrier, consistent with 49 U.S.C. § 40118 and FAR § 47.403. The Contractor shall, in any event, provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts, purchase orders, and lower-tier agreements that may involve international air transportation.

III. BUY AMERICA REQUIREMENTS

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

The Buy America requirements flow down from the Alaska Department of Transportation and Public Facilities (ADOT&PF) to first-tier contractors, who are responsible for ensuring that lower-tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract. Subcontracts under that amount are subject to Buy America.

Construction Contracts

The Contractor agrees to comply with 49 U.S.C. § 5323(j), 49 C.F.R. Part 661, and 2 C.F.R. § 200.322, Domestic Preferences for Procurements, which provide that Federal funds may not be obligated unless all iron, steel, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are also subject to the domestic preference requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 C.F.R. Part 184. This Contract does not constitute a waiver of § 70914(a) nor a finding under § 70914(b).

In accordance with 2 C.F.R. § 184.2(a), the Contractor shall apply the standards of 49 C.F.R. Part 661 to iron, steel, and manufactured products.

Rolling Stock Contracts

The Contractor agrees to comply with 49 U.S.C. § 5323(j), 49 U.S.C. § 5323(u), 49 C.F.R. Part 661, and 2 C.F.R. § 200.322, Domestic Preferences for Procurements, which provide that Federal funds may not be obligated unless all iron, steel, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11. Rolling stock must be finally assembled in the United States and must meet the applicable minimum domestic content requirements.

Rolling stock acquisitions are also subject to the domestic preference requirements of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911-70927 (2021), as implemented by 2 C.F.R. Part 184. This Contract does not constitute a waiver of § 70914(a) nor a finding under § 70914(b).

Buy America Certification

A bidder or offeror must submit to ADOT&PF the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

IV. CHARTER BUS AND SCHOOL BUS REQUIREMENTS

The Charter Bus and School Bus requirements apply only to recipients and operators of public transportation service receiving Federal Transit Administration (FTA) assistance and do not apply to Construction Contracts or Rolling Stock Procurement Contracts.

Accordingly, the requirements of 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604 (Charter Bus Service), and 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605 (School Bus Operations), are not applicable to this Contract.

V. CARGO PREFERENCE REQUIREMENTS

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities that may be transported by ocean vessel.

The Cargo Preference requirements apply to all subcontracts when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

Cargo Preference – Use of United States-Flag Vessels

The Contractor agrees:

a. to use 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) of any equipment, materials, or commodities procured, contracted for, or otherwise obtained with Federal funds and which may be transported by ocean vessel, to the extent such

vessels are available at fair and reasonable rates, in accordance with 46 U.S.C. § 55305 and the U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. Part 381;

b. to furnish within 20 working 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 46 C.F.R. § 381.7(a)(1) to both the Alaska Department of Transportation and Public Facilities (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

VI. SEISMIC SAFETY REQUIREMENTS

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The Seismic Safety requirements flow down from the Alaska Department of Transportation and Public Facilities (ADOT&PF) to first-tier contractors to assure compliance with the applicable building standards for Seismic Safety, including work performed by all subcontractors.

Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation (DOT) Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued for the project.

VII. ENERGY CONSERVATION REQUIREMENTS

The Energy Conservation requirements are applicable to all contracts.

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

VIII. CLEAN WATER REQUIREMENTS

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Alaska Department of Transportation and Public Facilities (ADOT&PF), and understands that ADOT&PF will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

IX. BUS TESTING

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

The Bus Testing requirements should not flow down, except to the turnkey contractor as specified in the Master Agreement.

The Contractor (Manufacturer) agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Alaska Department of Transportation and Public Facilities (ADOT&PF) at a point in the procurement process specified by ADOT&PF, which will be prior to ADOT&PF's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is publicly available.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold must have the identical configuration and major components as the vehicle in the test report, which must be provided to ADOT&PF prior to ADOT&PF's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

X. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

These requirements should not flow down, except to the turnkey contractor as specified in the Master Agreement.

Pre-Award and Post-Delivery Audits

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid and shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.

The Contractor shall also submit the following certifications, as applicable:

1. **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Officer certifies compliance with Buy America, it shall submit documentation which includes:
 - a. Component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer, country of origin, and costs; and
 - b. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit:
 - a. Manufacturer's FMVSS self-certification sticker information demonstrating that the vehicle complies with relevant FMVSS; or
 - b. Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

XI. LOBBYING

The Lobbying requirements apply to Construction, Architectural and Engineering, Acquisition of Rolling

Stock, Professional Service, Operational Service, and Turnkey contracts.

The Lobbying requirements flow down to all third-party contractors, subcontractors, and subrecipients at every tier, pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, and 49 C.F.R. Part 19, Appendix A, Section 7.

Conditions on Use of Funds

- 1) No appropriated funds may be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:
 - a) Awarding of any Federal contract, grant, or cooperative agreement;
 - b) Making of any Federal loan;
 - c) Extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) Each person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the agency:
 - a) A certification that no prohibited payment has been or will be made; and
 - b) A disclosure form (SF-LLL), if any payment using nonappropriated funds has been made or agreed to be made to influence a covered Federal action.
- 3) Each person requesting or receiving a commitment to insure or guarantee a loan shall submit a statement and disclosure form if any payment has been or will be made to influence a covered Federal action.

Certification and Disclosure Requirements

- 1) Certifications and disclosure forms must be filed with each submission that initiates agency consideration for:
 - a) Awards of Federal contracts, grants, or cooperative agreements exceeding \$100,000; or
 - b) Awards of Federal loans or commitments exceeding \$150,000.
- 2) Certifications and disclosure forms must also be filed upon receipt of the award, unless previously filed.
- 3) Disclosure forms must be updated quarterly for any event materially affecting previously filed information, including:
 - a) Cumulative increase of \$25,000 or more in payments for influencing a Federal action;
 - b) Changes in persons influencing the action; or
 - c) Changes in officers, employees, or Members contacted.
- 4) Subcontractors, subgrantees, and subrecipients exceeding \$100,000 (\$150,000 for loans) must file certifications and disclosure forms to the next tier, which shall forward them up to ADOT&PF.
- 5) All disclosure forms are treated as material representations of fact. Liability for erroneous representations rests solely with the tier filing them. Failure to file constitutes a violation and the United States may pursue all remedies under 31 U.S.C. § 1352.
- 6) For awards in process prior to December 23, 1989, certifications cover activities from December 23, 1989,

to the date of award; disclosure forms shall be filed within 30 days.

- 7) No reporting is required for activities paid with appropriated funds if the activity is allowable under subpart B or C of 49 C.F.R. Part 20.
- 8) Contractors must use Standard Form-LLL (Disclosure of Lobbying Activities), as specified in 49 C.F.R. Part 20, Appendix B, and comply with the reporting and certification requirements in 49 C.F.R. Part 19, Appendix A, Section 7.

XII. ACCESS TO RECORDS AND REPORTS

This clause applies to all contracts funded in whole or in part with Federal Transit Administration (FTA) assistance, including Rolling Stock, Construction, Turnkey, Capital Projects, and related third-party agreements.

A. Record Retention

The Contractor shall retain and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract. Such records include, but are not limited to, data, documents, reports, correspondence, accounting records, cost documentation, financial statements, subcontracts, purchase orders, third-party agreements, change orders, pay estimates, schedules, inspection records, testing records, quality assurance documentation, and any other records supporting performance of this Contract.

B. Retention Period

The Contractor agrees to comply with the record retention requirements of 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after final payment, termination, or expiration of this Contract, whichever occurs later. If any litigation, claim, appeal, or audit is initiated before the expiration of the retention period, the records shall be retained until all such actions are fully resolved.

C. Access to Records

The Contractor agrees to provide Alaska DOT&PF, the Federal Transit Administration (FTA), the Comptroller General of the United States, and any of their authorized representatives, including FTA Project Management Oversight (PMO) contractors, with sufficient access to inspect and audit any records related to performance of this Contract, including records that the Contractor or its subcontractors may regard as confidential or proprietary, in accordance with 2 C.F.R. § 200.337.

D. Access to Sites of Performance

For Construction Contracts, the Contractor agrees to permit Alaska DOT&PF, FTA, and their authorized representatives, including PMO contractors, access to all sites of performance under this Contract, including

construction sites, fabrication yards, material sources, and testing facilities, in accordance with 2 C.F.R. § 200.337.

For Rolling Stock Contracts, the Contractor agrees to permit Alaska DOT&PF, FTA, and their authorized representatives, including PMO contractors, access to all sites of performance under this Contract, including manufacturing facilities, final assembly facilities, testing and inspection facilities, and component supplier facilities, in accordance with 2 C.F.R. § 200.337.

E. Flow-Down Requirement

The Contractor shall include this Access to Records and Reports clause in all subcontracts, purchase orders, and third-party agreements of any tier related to performance of this Contract.

XIII. FEDERAL CHANGES

The Federal Changes requirement applies to all contracts. The requirement flows down appropriately to each applicable changed requirement.

A. Compliance with Federal Requirements.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

B. Changes in Federal Law or Guidance.

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement. Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

XIV. BONDING REQUIREMENTS

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the Alaska DOT&PF, provided that they meet the minimum requirements for construction contracts as follows:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one

executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bonding requirements flow down to the first tier contractors.

Bid Bond Requirements (All Contracts)

(a) Bid Security (5% for Construction and as determined by Alaska DOT&PF for Non-Construction / Rolling Stock)

A Bid Bond must be issued by a fully qualified surety company acceptable to Alaska DOT&PF and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Alaska DOT&PF to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of Alaska DOT&PF.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of Alaska DOT&PF, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided

above, he shall forfeit his bid security to the extent of Alaska DOT&PF's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Alaska DOT&PF as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense Alaska DOT&PF for the damages occasioned by default, then the undersigned bidder agrees to indemnify Alaska DOT&PF and pay over to Alaska DOT&PF the difference between the bid security and Alaska DOT&PF's total damages, so as to make Alaska DOT&PF whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Alaska DOT&PF determines that a lesser amount would be adequate for the protection of the Alaska DOT&PF. The amount of performance bonds shall be equivalent to the amount of the payment bonds.

2. The Alaska DOT&PF may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Alaska DOT&PF may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million or as determined by Alaska DOT&PF if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the Alaska DOT&PF may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction / Rolling Stock)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Alaska DOT&PF's interest.

(a) The following situations may warrant a performance bond:

1. Alaska DOT&PF property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the Alaska DOT&PF, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as determined by Alaska DOT&PF or as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Alaska DOT&PF determines that a lesser amount would be adequate for the protection of the Alaska DOT&PF. The amount of performance bonds shall be equivalent to the amount of the payment bonds.

2. The Alaska DOT&PF may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Alaska DOT&PF may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Alaska DOT&PF's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as determined by Alaska DOT&PF or as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million or as determined by Alaska DOT&PF if the contract price is more than \$5 million.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Alaska DOT&PF shall determine the amount of the advance payment bond necessary to protect the Alaska DOT&PF.

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The Alaska DOT&PF shall determine the amount of the patent indemnity to protect the Alaska DOT&PF.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to Alaska DOT&PF, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Alaska DOT&PF, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Alaska DOT&PF and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Alaska DOT&PF. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Alaska DOT&PF written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

XV. CLEAN AIR

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantity contracts where the amount is expected to exceed \$100,000 in any year.

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to ADOT&PF, and understands that ADOT&PF will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XVI. RECYCLED PRODUCTS / SOLID WASTES (RECOVERED MATERIALS)

The Recycled Products requirements apply to all contracts for items designated by the Environmental Protection Agency (EPA) when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year using Federal funds.

The contractor and all subcontractor tiers must comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6962, as amended, including the regulatory provisions at 40 CFR Part 247. These requirements include procuring only items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, and procuring solid waste management services in a manner that maximizes energy and resource recovery. Contractors must also establish an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

To the greatest extent practicable and consistent with law, the contractor should purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content; are biobased; are energy- and water-efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastics. See Executive Order 14057, Section 101, Policy.

These requirements flow down to all contractor and subcontractor tiers.

XVII. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS (CONSTRUCTION)

The Davis-Bacon and Copeland Acts are codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874. These Acts apply to grantee construction contracts and subcontracts that are at least partly financed by a loan or grant from the Federal Government (40 U.S.C. 3145(a), 29 C.F.R. 5.2(h), 49 C.F.R. 18.36(i)(5)) and to any construction contract over \$2,000 (40 U.S.C. 3142(a), 29 C.F.R. 5.5(a)). For purposes of the Acts, "construction" includes actual construction, alteration, and/or repair, including painting and decorating (29 C.F.R. 5.5(a)).

For all prime construction, alteration, or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA-assisted construction, alteration, or repair projects. The Contractor shall pay wages to laborers and mechanics at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and shall pay wages not less than once a week. The Contractor is also prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

1. **Minimum Wages** – All laborers and mechanics employed or working on the site of the work will be paid unconditionally, without rebate, the full amount of wages and bona fide fringe benefits due at the time of payment, computed at rates not less than those contained in the applicable wage determination, regardless of any contractual relationship alleged to exist between the contractor and the laborers or mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act are considered wages. 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. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible location.
2. **Additional Classifications** – Any class of laborers or mechanics not listed in the wage determination that is to be employed under the contract shall be classified in conformance with the wage determination, subject to approval by the contracting officer and in accordance with 29 C.F.R. 5.5(a)(1)(ii) and (v). Disagreements over classifications shall be referred to the Administrator of the Wage and Hour Division for determination, and determinations shall be paid from the first day of work in the classification.
3. **Withholding** – The Alaska DOT&PF may withhold from the contractor, upon its own action or upon written request of the Department of Labor, such sums as may be

considered necessary to pay laborers and mechanics the full amount of wages required by the contract.

4. **Payrolls and Basic Records** – Payrolls and related records shall be maintained during the course of work and preserved for three years thereafter. Records shall contain the name, address, social security number, correct classification, hourly rates of wages paid, daily and weekly hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees shall maintain written evidence of registration and certification, and payrolls shall reflect ratios and wage rates prescribed by approved programs.
5. **Weekly Submission of Payrolls** – Contractors shall submit weekly payrolls to the Alaska DOT&PF, accompanied by a signed "Statement of Compliance" certifying that payrolls are complete, correct, and in accordance with the applicable wage determination. Full social security numbers and home addresses need not be included on the weekly transmittals; an individually identifying number may be used instead.
6. **Apprentices and Trainees** – Apprentices and trainees may be employed at less than the predetermined rate only if enrolled in approved programs. Ratios, wage rates, and fringe benefits must conform to program requirements and the applicable wage determination.
7. **Equal Employment Opportunity** – Utilization of apprentices, trainees, and journeymen shall comply with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.
8. **Compliance with Copeland Act Requirements** – The contractor shall comply with 29 C.F.R. part 3, incorporated by reference.
9. **Subcontracts** – Contractors shall insert the applicable Davis-Bacon and Copeland clauses in all subcontracts and ensure compliance by all subcontractors at every tier.
10. **Contract Termination and Debarment** – A breach of the Davis-Bacon and Copeland Act clauses may be grounds for termination and debarment under 29 C.F.R. 5.12.
11. **Disputes** – Labor standards disputes are not subject to the general disputes clause of the contract but shall be resolved per 29 C.F.R. parts 5, 6, and 7.
12. **Certification of Eligibility** – By entering into this contract, the contractor certifies that neither it nor its principals are ineligible for Government contracts under 40 U.S.C. § 3145(a) or 29 C.F.R. 5.12(a)(1), and that no portion of the contract will

be subcontracted to an ineligible person or firm. False statements are subject to penalties under 18 U.S.C. 1001.

XVIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contract Work Hours and Safety Standards Act is codified at 40 U.S.C. 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the Federal Government" (40 U.S.C. 3701(b)(1)(B)(iii) and (b)(2), 29 C.F.R. 5.2(h), 49 C.F.R. 18.36(i)(6)). Although earlier versions applied to any construction contract over \$2,000 or non-construction contract over \$2,500, the Act now applies only to **contracts in excess of \$100,000** (40 U.S.C. 3701(b)(3)(A)(iii)).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." Non-construction applications generally do not apply to transit procurements, including rail cars and buses, which are deemed "commercial items" (40 U.S.C. 3707, 41 U.S.C. 403(12)). Grantees contemplating contracts for developmental or unique items should consult counsel to determine applicability and ensure any additional required language from 29 C.F.R. 5.5(c) is included.

Contract Work Hours and Safety Standards

1. **Overtime requirements** – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (or, in the case of work done under a contract for the District of Columbia or a territory, to such District or territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph (1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by paragraph (1).
3. **Withholding for unpaid wages and liquidated damages** – The Alaska DOT&PF shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to CWHSSA held by the same prime contractor, such sums as may be determined necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages under paragraph (2).

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

XIX. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar

misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

XX. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to all contracts.

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify to all parties to the contract that the Federal Government does not have contractual liability to third parties, absent specific written consent.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Alaska DOT&PF, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

These requirements are applicable to all contracts.

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(i) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

XXII. TERMINATION

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education) in excess of \$10,000 shall contain suitable provisions for termination by the Alaska DOT&PF including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education, the threshold is \$100,000.) In addition, such contracts

shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher education.

a. Termination for Convenience (General Provision)

The Alaska DOT&PF may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's or Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Alaska DOT&PF to be paid. If the Contractor has any property in its possession belonging to the Alaska DOT&PF, the Contractor will account for the same, and dispose of it in the manner the Alaska DOT&PF directs.

b. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Alaska DOT&PF may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Alaska DOT&PF that the Contractor had an excusable reason for not performing, such as strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Alaska DOT&PF, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision)

The Alaska DOT&PF, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Alaska DOT&PF's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Alaska DOT&PF setting forth the nature of said breach or default, Alaska DOT&PF shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Alaska DOT&PF from also pursuing

all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event that Alaska DOT&PF elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver shall not limit Alaska DOT&PF's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts)

The Alaska DOT&PF, by written notice, may terminate this contract, in whole or in part, when it is in the Government's or Agency's interest. If this contract is terminated, the Alaska DOT&PF shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Alaska DOT&PF may terminate this contract for default. Termination shall be affected by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Alaska DOT&PF.

g. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Alaska DOT&PF may terminate this contract for default. The Alaska DOT&PF shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Alaska DOT&PF goods, the Contractor shall, upon direction of the Alaska DOT&PF, protect and preserve the goods until surrendered to the Alaska DOT&PF or its agent. The Contractor and Alaska DOT&PF shall agree on payment for the preservation and protection of goods. Failure to agree

on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Alaska DOT&PF.

h. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, the Alaska DOT&PF may terminate this contract for default. Termination shall be affected by delivering a Notice of Termination specifying the nature of the default. The Alaska DOT&PF may take over the work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage resulting from failure to complete the work, including increased costs incurred by the Alaska DOT&PF.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be charged with damages, if:

1. The delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (e.g., acts of God, acts of Alaska DOT&PF, acts of another contractor, epidemics, quarantine restrictions, strikes, freight embargoes); and
2. The Contractor, within [10] days from the beginning of any delay, notifies the Alaska DOT&PF in writing of the causes of delay.

If, in the judgment of the Alaska DOT&PF, the delay is excusable, the time for completing the work shall be extended. The judgment of the Alaska DOT&PF shall be final and conclusive for the parties, but subject to appeal under the Disputes clauses.

If, after termination, it is determined that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Alaska DOT&PF.

i. Termination for Convenience or Default (Architect and Engineering)

The Alaska DOT&PF may terminate this contract, in whole or in part, for the Alaska DOT&PF's convenience or because of the failure of the Contractor to fulfill the contract obligations. Termination shall be affected by delivering a Notice of Termination specifying the nature, extent, and effective date. Upon receipt, the Contractor shall immediately discontinue affected services (unless directed otherwise) and deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials

accumulated in performing the contract, whether completed or in process. The Alaska DOT&PF shall have a royalty-free, nonexclusive, irrevocable license to use such materials.

If the termination is for convenience, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure to fulfill obligations, the Alaska DOT&PF may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred.

If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Alaska DOT&PF.

j. Termination for Convenience or Default (Cost-Type Contracts)

The Alaska DOT&PF may terminate this contract, or any portion of it, by serving a Notice of Termination. The notice shall state whether the termination is for convenience or for default. If for default, the notice shall state the manner in which the Contractor failed to perform. The Contractor shall account for any property in its possession paid for from Alaska DOT&PF funds, or supplied by the Alaska DOT&PF. If for default, the Alaska DOT&PF may fix any fee, if provided in the contract, in proportion to work performed up to termination. The Contractor shall promptly submit its termination claim, and the parties shall negotiate the termination settlement.

If for convenience, the Contractor shall be paid contract close-out costs, and any fee in proportion to work performed up to termination.

If after a notice of default it is determined that the Contractor had an excusable reason for non-performance, the Alaska DOT&PF, after establishing a new work schedule, may allow the Contractor to continue work or treat the termination as a Termination for Convenience.

XXIII. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT has issued regulations implementing Executive Orders 12549 and 12689, "Debarment and Suspension." These requirements are codified in 2 C.F.R. §§ 180 and 1200.

This contract is considered a **covered transaction** as defined in 2 C.F.R. §§ 180.220 and 1200.220. The Contractor is required not to enter into any covered

transaction with any party listed on the governmentwide exclusions in the **System for Award Management (SAM)**, in accordance with the OMB guidelines at 2 C.F.R. 180. The SAM Exclusions list contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall comply with all applicable Federal debarment and suspension requirements and shall require each **Third Party Participant** at any tier to include a similar provision in each lower tier covered transaction, ensuring that each lower tier participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM at <https://www.sam.gov> if necessary to comply with U.S. DOT regulations, 2 C.F.R. Part 1200.

By executing this contract, the Contractor certifies that it and its principals, as defined in 2 C.F.R. § 180.995, and affiliates, as defined in 2 C.F.R. § 180.905, are not excluded or disqualified under these regulations. Failure to comply with these requirements may result in remedies including suspension, debarment, or other enforcement action by the Federal Government.

These requirements **flow down to all subcontracts at any tier** that constitute covered transactions.

XXIV. AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) Requirements apply to all contracts.

The ADA requirements flow down to all third party contractors and their contracts at every tier.

The following requirements apply to the underlying contract: In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq., and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., the Contractor agrees that it will not discriminate on the basis of disability and that it will ensure that accessible facilities and services are made available to persons with disabilities.

The Contractor further agrees to comply with all applicable implementing regulations and requirements issued by the Federal Transit Administration (FTA), the U.S. Department of Transportation (DOT), the U.S. Department of Justice (DOJ), the U.S. General Services Administration (GSA), the U.S. Equal Employment Opportunity Commission (EEOC), the U.S. Federal Communications Commission (FCC), and any subsequent amendments thereto, as well as any other applicable nondiscrimination statutes that may apply to the Project.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

XXV. CIVIL RIGHTS REQUIREMENTS

The Civil Rights Requirements apply to all contracts.

The Civil Rights Requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

Federal Equal Employment Opportunity (EEO) Requirements

These include, but are not limited to, the following:

- 1. Nondiscrimination in Federal Public Transportation Programs.**
In accordance with 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, the Contractor agrees that it will not discriminate on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and will not discriminate in employment or business opportunity.
- 2. Prohibition Against Employment Discrimination.**
In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate in employment on the basis of race, color, religion, sex, or national origin.
- 3. Nondiscrimination on the Basis of Sex.**
In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49

C.F.R. Part 25, the Contractor agrees that it will not discriminate on the basis of sex.

- 4. Nondiscrimination on the Basis of Age.**
In accordance with the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., and U.S. Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Contractor agrees to refrain from discrimination against individuals on the basis of age.
- 5. Federal Protections for Individuals with Disabilities.**
In accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against qualified individuals with disabilities and will comply with all applicable requirements under Titles I, II, III, IV, and V of the ADA.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

- 1. Nondiscrimination.**
In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. The Contractor further agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Equal Employment Opportunity.**
In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as

amended, 42 U.S.C. § 12101 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements without regard to race, color, religion, national origin, or sex (including sexual orientation). The Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age.

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621–634, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Department of Health and Human Services regulations, 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees on the basis of age and to comply with any implementing requirements FTA may issue.

4. Disabilities.

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability and will comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements.

The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal law, and statutory and public policy requirements, including but not limited to those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

**XXVI. BREACHES AND DISPUTE
RESOLUTION**

All contracts in excess of \$100,000 shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained

earnings, liquidated damages, or other appropriate measures.

The Breaches and Dispute Resolution requirements flow down to all tiers.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Alaska DOT&PF's [Contracting Officer] or other designated agency representative. This decision shall be final and conclusive unless, within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the authorized representative, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party, or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages shall be made in writing to the other party within a reasonable time after first observing such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between Alaska DOT&PF or its authorized representative and the Contractor, arising out of or relating to this Contract or its breach, will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Alaska DOT&PF is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder, shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by Alaska DOT&PF, its authorized representative, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**XXVII. FEDERAL TAX LIABILITY AND RECENT
FELONY CONVICTIONS**

The following requirements apply to the underlying contract:

(1) The Contractor certifies that it:

- (a) Does not have 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; and
- (b) Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

If the Contractor cannot so certify, the Recipient will refer the matter to the Federal Transit Administration (FTA) and shall not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the Contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

XXVIII. TRAFFICKING IN PERSONS

The Trafficking in Persons requirements apply to all contracts.

The Trafficking in Persons requirements flow down to all third party contractors and their contracts at every tier.

The following requirements apply to the underlying contract:

- (1) The Contractor agrees that it and its employees who participate in the Recipient's Award may not:
 - (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
 - (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
 - (c) Use forced labor in the performance of the Recipient's Award or any subagreements thereunder.
- (2) Flow-Down. The Recipient shall require the Contractor to include this provision in all subagreements at every tier, ensuring compliance by all lower-tier participants.

XXIX. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This requirement applies to all DOT-assisted contracts, except projects fully funded by the Tribal Transportation Program (TTP).

It is the policy of the Alaska Department of Transportation & Public Facilities (Alaska DOT&PF) and the United States Department of

Transportation (DOT) that Disadvantaged Business Enterprises ("DBEs"), as defined in 49 C.F.R. Part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor and any 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 all applicable requirements of 49 C.F.R. 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 and may result in termination of this contract or such other remedy as Alaska DOT&PF deems appropriate, including but 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.
- (49 C.F.R. § 26.13(b))

Subcontractor Payment Requirements

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment Alaska DOT&PF makes to the prime contractor.

(49 C.F.R. § 26.29(a))

These payment provisions apply to all subcontractors, regardless of whether they are DBE firms.

DBE Contract Goals and Substitution

For contracts with defined DBE contract goals:

- (a) The contractor shall utilize the specific DBEs listed in its bid or proposal unless the contractor obtains Alaska DOT&PF's prior written consent for substitution.
- (b) Unless such consent is provided, the contractor shall not be entitled to payment for work or materials unless the work is performed or the materials are supplied by the listed DBE. (49 C.F.R. § 26.53(f)(1))

The contractor shall include the requirements of this DBE provision in all subcontracts and shall ensure compliance with 49 C.F.R. Part 26 at all tiers.

See the Special Provision Section 120 Disadvantaged Business Enterprise (DBE) Program for the requirements of the Alaska DOT&PF for DBE.

XXX. PROMPT PAYMENT

The Prompt Payment requirements apply to all contracts, except projects fully funded by the Tribal Transportation Program (TTP).

The Prompt Payment requirements flow down to all third party contractors and their contracts at every tier.

The following requirements apply to the underlying contract:

The Contractor is required to pay each subcontractor performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor's receipt of payment for that work from the Agency.

In addition, the Contractor is required to return any retainage payments withheld from a subcontractor within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed.

The Contractor shall promptly notify the Agency whenever a Disadvantaged Business Enterprise (DBE) subcontractor performing work related to this Contract is terminated or fails to complete its work, and the Contractor shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

The Contractor shall not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of the Agency.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

XXXI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The incorporation of FTA terms applies to all contracts.

The incorporation of FTA terms has unlimited flow down to all subcontractors, subrecipients, and lower-tier contractors.

Incorporation of FTA Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated FTA terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

XXXII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment requirements apply to all contracts.

The Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment requirements flow down to all third-party contractors and their contracts at every tier.

The following requirements apply to the underlying contract: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in Section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (c) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

For purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under Section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations, as is reasonably necessary, to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and

to ensure that communications service to users and customers is sustained.

By accepting a loan or grant, the Recipient or subrecipient certifies that it will comply with the prohibition on covered telecommunications equipment and services contained in this section. The Recipient or subrecipient is not required to provide additional certifications beyond those provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see Section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

XXXIII. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote ~~on-the-job~~ seat belt use policies and programs for its employees and other personnel that operate ~~company-owned~~ vehicles, company rented vehicles, or personally operated vehicles. The terms ~~"company-owned"~~ and ~~"company-leased"~~ refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a ~~privately-owned~~ vehicle when on official business in connection with the work performed under this Contract.

XXXIV. VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

XXXV. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

The Special Notification Requirements for States apply to all contracts in which a State is the Recipient.

The Special Notification Requirements flow down to all third party contractors and their contracts at every tier where applicable.

Notification Requirements

The following requirements apply to the underlying contract:

(1) Applicability. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information regarding federal assistance awarded for its State Program, Project, or related activities:

- (a) The identification of the Federal Transit Administration (FTA) as the federal agency providing the federal assistance for a State Program or Project;
- (b) The Catalog of Federal Domestic Assistance (CFDA) Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (c) The amount of federal assistance FTA has provided for a State Program or Project.

(2) Documents. The State agrees to provide the information required under this provision in the following documents:

- (a) Applications for federal assistance;
- (b) Requests for proposals or solicitations;
- (c) Forms;
- (d) Notifications;
- (e) Press releases; and
- (f) Other publications.

XXXVI. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13)

XXXVII. SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

**ATTACHMENT #16 State of Alaska Department of Transportation and Public Facilities, FTA Certification
Regarding Lobbying for Rolling Stock**



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
FTA CERTIFICATION REGARDING LOBBYING
FOR ROLLING STOCK**

RFP #2527H098 ATLAS Replacement Project -Federally Funded

Project Name and Number

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- 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 agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date: ____ / ____ / ____

ATTACHMENT #17 State of Alaska Department of Transportation and Public Facilities, CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Form 25D-159)



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND
FELONY CONVICTIONS**

Marine Highways

Project Name: RFP #2527H098 ATLAS Replacement Project -Federally Funded On FTA funded projects, the apparent low bidder must complete, sign, date, and submit this certification statement prior to award of the contract. For each subcontract and lower tier subcontract on FTA funded projects, the Subcontractor or Lower Tier Subcontractor must complete, sign, and date the certification statements and the Contractor must submit the certifications with the Contractor Self-Certification (Form 25D-042) to the Department.

The Applicant must complete the following two certification statements. The Applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. If the Contract is awarded, the Applicant agrees it will incorporate this provision for certification in all subcontracts and lower tier subcontracts.

Certifications

- a) The Applicant represents that it is ☐ **is** ☒ **is not** ☐ a corporation that has any Federal Tax Delinquency, 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.
- b) The Applicant represents that it is ☐ **is** ☒ **is not** ☐ a corporation that has a Felony Conviction under any Federal law within the preceding 24 months.

Note

If an Applicant responds in the affirmative to either of the above representations, the Applicant is ineligible to receive an award (or a proposed subcontract award, as applicable) unless the Department has received notification from the FTA that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Department about its tax liability or conviction to the Department, who will then notify the FTA to facilitate completion of the required considerations before award decisions (or subcontract or lower tier subcontract decisions) are made.

Definitions

Applicant: The Bidder before award of contract. The Contractor, Subcontractor, and Lower Tier Subcontractor after award.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is 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.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Transit Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

ATTACHMENT #18 State of Alaska Department of Transportation and Public Facilities, CERTIFICATE OF BUY AMERICA COMPLIANCE AND CERTIFICATE OF NON-COMPLIANCE FOR ROLLING STOCK (Form 25D-151)



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CERTIFICATE OF BUY AMERICA COMPLIANCE
FOR ROLLING STOCK

CERTIFICATE OF COMPLIANCE WITH

BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11.

Date: _____

Signature: _____

Company: _____

Print Name: _____

Title: _____



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CERTIFICATE OF BUY AMERICA NON-COMPLIANCE
FOR ROLLING STOCK**

**CERTIFICATE OF NON-COMPLIANCE WITH
BUY AMERICA ROLLING STOCK REQUIREMENTS**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date: _____

Signature: _____

Company: _____

Print Name: _____

Title: _____