

STATE OF ALASKA REQUEST FOR PROPOSALS



TERMINAL MANAGEMENT SERVICES IN PRINCE RUPERT, BC, CA, FOR THE ALASKA MARINE HIGHWAY SYSTEM

RFP NUMBER: 2518S068

ISSUED: MAY 24, 2018

The State of Alaska, Department of Transportation and Public Facilities, Alaska Marine Highway System (AMHS), is soliciting proposals from qualified vendors to provide Terminal Management Services for the AMHS terminal in Prince Rupert, British Columbia, Canada.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
ALASKA MARINE HIGHWAY SYSTEM

PRIMARY CONTACT:

TOM MAYER
PROCUREMENT OFFICER
tom.mayer@alaska.gov
(907) 465-8855

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION ONE: INTRODUCTION & INSTRUCTIONS

SEC.1.01 PURPOSE OF THE RFP

The State of Alaska, Department of Transportation and Public Facilities, the Alaska Marine Highway System (AMHS) is soliciting proposals from qualified vendors to perform the Terminal Management Services required to support the day to day operations of the AMHS in Prince Rupert (YPR), British Columbia (BC), Canada as described in Section 3 of this RFP.

SEC. 1.02 BUDGET

Payment for the contract is subject to funds already appropriated and identified. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00PM prevailing Alaska Time on June 14, 2018.

Faxed, Emailed, and Oral proposals are not acceptable for this project. See Section 1.07 for information regarding submitting a proposal.

SEC. 1.04 PRIOR EXPERIENCE

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

- a. Offerors **must submit** detailed written narrative statements that clearly demonstrate at least three years of experience performing similar services in the transportation or travel industries that includes working closely with the public. The three years of documented experience must be within the past six years.
- b. Offerors **must submit** detailed written narrative statements that clearly demonstrate at least one year of experience working cooperatively with United States (U.S.) and Canadian Customs and security administration. This may be a portion of the three years of similar experience required in item one above.
- c. In addition to the above, offerors **must also** submit an organizational chart and resumes for the Terminal Manager and the Assistant Terminal Manager per Section 4.06.
- d. At least one of the individuals identified on the organizational chart submitted in response to item 3 above and Section 4.06 must have a current Marine Facility Security Officer (MFSO) certificate. **A copy of the current certificate(s) must be submitted** with the proposal.
- e. Offerors **must also submit, at least one, and no more than two**, letters of reference from current or previous clients the offeror has completed similar projects for that prove to the state the offeror has performed similar services for at least three years.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. No further questions will be permitted after 2:00PM prevailing Alaska Time on June 7, 2018. All questions must be submitted via email to tom.mayer@alaska.gov.

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

PROCUREMENT OFFICER	Tom Mayer
PHONE:	907-465-8855
FAX:	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Per Section 1.03, Faxed, Emailed, and Oral proposals are not acceptable for this project.

Offerors **must submit one original and one copy of all documents** associated with the technical proposal in writing, to the procurement officer in a sealed package. In addition, the technical proposal must also be provided in an electronic format such as a thumb-drive or CD.

Offerors **must also submit one cost proposal in a separate sealed envelope**. No portion of the cost proposal shall be included with the technical proposal. The cost proposal submitted 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 and Public Facilities
Statewide Contracting and Procurement
Attention: Tom Mayer
Request for Proposal (RFP) Number: 2518S068

RFP TITLE: Terminal Management Services in Prince Rupert, BC, CA, for the Alaska Marine Highway System

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

P.O. BOX 112500
JUNEAU, AK, 99811-2500

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

3132 CHANNEL DRIVE
JUNEAU, AK, 99801-3134

Important Note: *There is no overnight express mail delivery to Juneau, Alaska. All expedited mail and courier services take at least two nights. This includes courier firms such as Fedex and UPS.*

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.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

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

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements (United States or Canadian) that apply to the proposal, the evaluation, or the contract.

(f) BONDING REQUIREMENTS***Surety Bond***

The successful offeror must obtain and submit to the state a Surety Bond in the amount of **\$50,000** from a bonding company. The Surety Bond must be provided to the state within 30 days of the state's request. An offeror's failure to provide the Surety Bond, within the required time, shall cause the state to reject the proposal as non-responsive.

If the successful offeror (principal) fails to satisfactorily perform the contract, the bonding company that provided the bond will be required to obtain and deliver timely performance of the contract. The bond shall cover any and all claims by the state against the principal for:

- breach of contract;
- labor, including payroll benefits, and;
- taxes due the federal and provincial governments.

The State of Alaska, Department of Transportation & Public Facilities, Alaska Marine Highway System shall be listed as the obligee of the Surety Bond. The bond shall remain in effect for the full term of the contract.

Fidelity Bond

The Successful Offeror must also obtain a Fidelity Bond in the amount of **\$25,000** from a bonding company. The Fidelity Bond must be provided to the state within 30 days of the state's request. An offeror's failure to provide the Fidelity Bond, within the required time, shall cause the state to reject the proposal as non-responsive.

The bond shall cover any and all claims by the state against the Successful Offeror (principal) for:

- loss from employee misconduct, such as theft or embezzlement.

The State of Alaska, Department of Transportation & Public Facilities, Alaska Marine Highway System shall be listed as the obligee of the bond. The bond shall remain in effect for the full term of the contract.

The intended contract shall not be awarded until all bonding requirements are satisfied.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.10 AMENDMENTS TO PROPOSALS

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

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP: May 24, 2018
- Deadline for receipt of Questions June 7, 2018
- Deadline for Receipt of Proposals: June 14, 2018
- Proposal Evaluation Committee complete evaluation: June 21, 2018
- State of Alaska issues Notice of Intent to Award a Contract (requests bonds): June 22, 2018
- State of Alaska issues contract (Bonds must be submitted in advance of award): July 3, 2018
- Contract start (If all bonds received): July 4, 2018

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held. Offerors must submit questions in writing to the Procurement Officer identified on the front page of this RFP in accordance with Section 1.06.

SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.15 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the AMHS Project Director.

SECTION TWO: BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska (SOA), Department of Transportation & Public Facilities (DOT&PF) operates the AMHS. The AMHS provides safe and reliable transportation of people, goods, and vehicles among Alaska communities, Canada, and the “Lower 48” and carries an average of 300,000 passengers and 100,000 vehicles per year. The AMHS currently operates 10 vessels, and services multiple ports of call from Bellingham, Washington to Dutch Harbor, Alaska.

While many of the facilities are managed by AMHS staff, the Prince Rupert terminals is currently managed by a vendor that was awarded a contract in accordance with AS 36.30, Alaska State Procurement Code.

With the current contract due to expire, the management of the Prince Rupert Terminal is the subject of this RFP.

Refer to the AMHS website for additional information on routes and vessels

<http://www.dot.state.ak.us/amhs/>

SECTION THREE: SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 INTRODUCTION

The Port of Prince Rupert (YPR) is one of the primary connections between Southeast Alaskan communities and the road system. The offeror awarded the contract as a result of this RFP shall manage and operate the Port of Prince Rupert terminal, provide docking assistance at arrival and departure, and provide vehicle staging services for the Alaska Marine Highway System at YPR.

As of the issuance of this RFP, there are a total of 44 scheduled Port Calls for the YPR terminal between May 1, 2018 and September 30, 2018.

The sailing schedule for the October 2018 through April 2019, has not been developed or released as of the date this RFP was published.

However, it is critical to note, that regardless of the sailing season, the number of sailings is estimated only and may change on short notice based on AMHS operational needs. Regardless of the number of sailings, the contractor shall be compensated at the offered Port Call Rate for each individual Port Call in which services are provided.

If a scheduled Port Call is cancelled by the AMHS, the contractor shall be compensated at the Cancelled Port Call Rate as defined in Section 3.05.

SEC. 3.02 DEFINITIONS

1. **Terminal Management:** Is defined to mean those duties and services required to operate, support, and maintain the AMHS Terminal.
2. **Docking Assistance and Vehicle Staging Services:** Is defined to mean the dock services required to handle the vessel's lines during vessel tie up on arrival and cast off at departure, operating the transfer bridge and apron, staging traffic for loading, and directing traffic during the loading and unloading process.
3. **Port Call:** Is defined as a single AMHS vessel arriving and departing from the YPR terminal. Depending on the schedule, a Port Call could start on one calendar day and end on another based on the arrival and departure times.
4. **Port Call Rate:** Is defined as the cost offered by the contractor to perform all the required services for each Port Call. No additional costs shall be accepted or considered during the full term of the contract, including all renewals.
5. **Cancelled Port Call Rates:** Is defined as the amount paid to the contractor in the event the AMHS cancels a scheduled Port Call. See Section 3.05 for additional information regarding Cancelled Port Calls.
6. **Ferry Sailing Day:** Is defined to mean the day on which an AMHS ferry arrives or departs from the Prince Rupert Terminal.
7. **Summer Season:** Is defined to mean the season between May 1st and September 30th.
8. **Winter Season:** Is defined to mean the season between October 1st and April 30th.

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SEC. 3.03 ESTIMATED SAILINGS

As of the issuance of this RFP, the AMHS plans the following Port Calls to Prince Rupert during the summer 2018 season.

Month	May, 2018	June, 2018	July, 2018	August, 2018	September, 2018
Estimated number of Port Calls	9	9	9	9	8

Generally, the winter schedule is issued in July of each year. The number of sailings that occur during a given winter or summer season may vary and is subject to change based on the operational needs of the AMHS.

SEC. 3.04 TYPICAL VESSEL SCHEDULES

Typical Summer Schedule: At this time, the AMHS plans to service Prince Rupert approximately two times per week during the 2018 summer schedule. In general, the AMHS will service Prince Rupert on Tuesdays and Fridays during the summer season. As seen at the link below, the actual scheduled times for each arrival and departure will vary from visit to visit.

Typical Winter Schedule: While the schedule has not been issued at this time, the AMHS plans to service Prince Rupert approximately once per week during the 2018-19 winter schedule. In general, the AMHS will service Prince Rupert on Mondays during the winter season. As seen at the link below, the actual scheduled time for each arrival and departure varies from visit to visit. Please note the link below will not contain 2018-19 winter sailing information until the winter schedule is published.

AMHS Sailing Calendar Link: <https://www.dot.state.ak.us/oars/reservations/CalendarFM.amhsf>

Note: While the sailing schedule at the above link is accurate at the time of RFP posting, the published schedule is subject to change based on the operational needs of the AMHS. There is no minimum or maximum number of Port Calls that shall be made under this contract.

The contractor shall be compensated for each Port Call that occurs at the offered Port Call Rate in effect at the time of service. In the event the AMHS cancels a Port Call, the contractor shall be compensated based on Section 3.05, Cancelled Port Call Rates. Regardless of the type of cancellation, in order to be considered an AMHS cancelled Port Call, the Port Call must be on, or have been on, a published AMHS schedule.

SEC. 3.05 CANCELLED PORT CALL RATES

For operational reasons, the AMHS reserves the right to cancel scheduled Port Calls at any terminal, including Prince Rupert, at any time. In general, the following two situations could result in a cancelled Port Call:

1. **Mechanical or other cancellations:** In the event a scheduled Port Call to Prince Rupert is cancelled by the AMHS due to a mechanical or other issue with less than 14 days-notice, the contractor will be compensated \$750.00 for the cancelled Port Call.

EXAMPLE: On June 30, an AMHS vessel has a mechanical issue that results in the AMHS contacting the contractor in Prince Rupert to inform them the regularly scheduled Port Call for July 9th is cancelled. The contractor would be compensated \$750.00.

Note: Port calls cancelled as a result of mechanical or other issues with more than 14 days-notice to the contractor shall not be compensated.

2. **Published Schedule Change cancellations:** In the event a previously published schedule is replaced with a new schedule that cancels a scheduled Port Call, the contractor will be compensated \$250.00 for Port Calls that are cancelled within 30 days of the date of publication of the new schedule.

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EXAMPLE: With the original schedule published in July, 2017, a new schedule is published on October 15, 2017. The new schedule cancels two Prince Rupert Port Calls that were on the original published schedule for November 10, 2017 and December 10, 2017.

Under this example, the contractor would be compensated \$250.00 for the cancelled November 10, 2017 Port Call. However, the contractor will not be compensated for the December 10, 2017 cancelled Port Call as it falls outside the 30 day Published Schedule Change compensation window as defined above.

Cancelled Port Calls as defined above must be invoiced as a separate line item on invoices submitted for payment.

SEC. 3.06 REQUIREMENTS AND CONDITIONS

The following requirements and conditions shall be maintained during the full term of the contract, including all renewals.

1. A Surety Bond in the amount of \$50,000 is required prior to award of the contract, per Section 1.08.
2. A Fidelity Bond in the amount of \$25,000 is required prior to award of the contract, per Section 1.08.
3. The contractor is responsible for acquiring and maintaining all licenses, certificates, and work permits that may be required to perform the services under the contract.
4. The contractor shall be responsible for paying all applicable taxes and fees associated with the performance of the contract.
5. The contractor shall be and remain, in compliance with all applicable Canadian laws.
6. The contractor must be in compliance with all relevant Transport Canada regulations and must follow the current Prince Rupert FSP (Facility Security Plan).
7. The contractor shall be and remain, in compliance with all relevant US and Canadian Customs regulations.
8. All vendor personnel must be direct employees of the vendor. Subcontractors and Joint Ventures are not permitted.
9. The contractor agrees that primary employees will be used in the performance of the contract.
10. The state reserves the right to require the replacement of vendor personnel for any material reason.
11. The state will provide workspace and all maintenance and cleaning equipment and materials required.
12. The state shall furnish necessary telephony communication services, all tickets and reporting forms, and all utilities, materials, and equipment necessary at the Ferry Terminal.
13. The policies, procedures, and standards, established by the state, including the AMHS Traffic & Procedures Manual must be followed by the contractor. The manual is available by contacting the Terminal Operations Manager at (907) 228-7290.
14. Continuation of this contract beyond the initial year will be dependent upon appropriation and allocation of funds, the performance of the vendor, and any other circumstances that require a change in operation of the Prince Rupert terminal facility.
15. If the Goods and Service Tax is eliminated by the Canadian Government the contract invoice amount shall be reduced by the amount saved.

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16. Weather or mechanical issues may delay the arrival or departure schedule of some AMHS vessels at the Prince Rupert Terminal. The AMHS will notify the contractor of any such delays or schedule changes.

SEC. 3.07 INVOICING

The contractor shall submit monthly invoices to the state for services provided the previous month. Invoices must include the following at a minimum:

- Contractor name
- Contract number
- Number of serviced Port Calls during the month
- Per Port Call Rate
- Number of Cancelled Port Calls during the Month
- Per Cancelled Port Call Rate
- Total Amount Due

Invoices shall be sent to the following address for services provided during the previous month:

Department of Transportation & Public Facilities
Alaska Marine Highway System
7559 N. Tongass Hwy
Ketchikan, AK 99901

The state reserves the right to request copies of payment documents or additional information to verify the invoice. Payment shall be made upon receipt of a complete and proper billing and will be made, to the contractor on a monthly basis in U.S. funds.

SEC. 3.08 DESCRIPTION OF WORKSITE AND EQUIPMENT

The following contains details relating to the worksite and equipment needed to perform the required services.

1. The work site in Prince Rupert is located at 2100 Park Avenue, two miles southwest of downtown Prince Rupert and adjacent to the B.C. Ferry offices. The site includes a ticket office, staging area for vehicles, US and Canadian customs and immigration offices, a fenced compound for customs cleared traffic, as well as a dock and transfer bridge for the berthing of vessels and the transfer of traffic to and from the vessel.
2. State furnished equipment at this site includes:
 - a. Office equipment;
 - b. Computer terminals; and,
 - c. Printers for reservations ticketing and communication purposes.
 - d. A Cash Drawer for the purpose of making change, refunds and minor purchases. This fund will be managed by the contractor.
3. The AMHS will provide postage for schedules and/or reservations information that is sent to customers by the contractor.
4. The contractor will also be issued a credit card for necessary supplies. All purchases made with the state issued Credit Card must have the prior approval of the AMHS Terminal Operations Manager.

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5. The contractor will supply hand held communication equipment to be used for communications between vessel and terminal personnel during docking and vehicle loading operations.

SEC. 3.09 REQUIRED SERVICES AND DUTIES

The contractor will be required to provide the following services at YPR under the direct supervision of the AMHS Project Director or designee.

TASK 1: Terminal Management Services

Under Task 1, Terminal Management Services, the contractor shall be responsible for representing the State of Alaska as the AMHS Ferry Terminal Manager/Agent. The contractor shall perform the services required for the day to day operations and duties of this position during regular business hours and in accordance with the directives of the AMHS Traffic & Procedures Manual.

State operating procedures require the terminal to be open for the purpose of:

- Selling tickets;
- Confirming reservations;
- Reporting and remitting for all tickets sold at the Prince Rupert Ferry Terminal;
- Submitting the deposit report to the AMHS Project Director by the 10th of each month. The monthly deposit report shall detail and summarize each deposit made during the previous month.
- Submitting the required monthly deposit report the AMHS Project Director by the 10th of each month; and,
- Performing any other duties as set forth including, but not limited to:
 - Managing the day to day operations of the terminal as well as answering inquiries and resolving problems.
 - During hours of terminal operation, the contractor, their representative, or staff, will respond to all telephone inquiries. A recorder shall be used during closed hours.
 - Maintaining the cleanliness of ferry terminal building and the staging area around the building, performing janitorial duties including cleaning the interior of the terminal and ticket office (approximately 8,000 square feet).
 - Mailing sailing schedules and reservations to customers requesting such service.
 - Purchasing supplies as required and approved by the AMHS.
 - The contractor shall keep the AMHS Terminal Manager apprised of the contractor's schedule.

Summer Season Terminal Hours of Operation:

- **Terminal Management Services on the Day Prior to a Ferry Sailing Day:** The contractor shall have the terminal open for a minimum of 7 hours, the day before a sailing day.
- **Terminal Management Services on Ferry Sailing Days:** The contractor shall have the terminal open 4 hours prior to vessel arrival and the terminal shall be open 30 minutes after every sailing, with the terminal being open for a minimum of 7 hours. For a sailing scheduled for an afternoon arrival, the terminal shall be open that morning.

Winter Season Terminal Hours of Operation:

- **Terminal Management Services on the Day Prior to a Ferry Sailing Day:** The contractor shall have the terminal open for a minimum of 7 hours, the day before a sailing day.

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- **Terminal Management Services on Ferry Sailing Days:** The contractor shall have the terminal open 4 hours prior to vessel arrival and the terminal shall be open 30 minutes after every sailing, with the terminal being open for a minimum of 7 hours. For a sailing scheduled for an afternoon arrival, the terminal shall be open that morning.
- **NOTE:** It is critical to understand the exact days and hours of terminal operations shall be based solely on vessel arrival and departure times.

The above procedures, including hours of terminal operation may be changed by the state for operational purposes.

TASK 2: Docking Assistance and Vehicle Staging Services

The contractor, or their staff, shall be on duty at YPR to perform the following Docking Assistance Services with each Port Call.

- The contractor shall provide security services to include performing a security sweep of the staging area 30 minutes prior to vessel arrival.
- The contractor shall provide line handling services for all arrivals and departures.
- The contractor shall operate the transfer-bridge and apron for all Port Calls.
- The contractor shall provide terminal maintenance and upkeep as appropriate and established by the state's standard operating procedures.
- The contractor shall provide the following Vehicle Staging Services
 - Managing and directing the embarking and disembarking passengers and vehicles
 - Checking passenger identifications during the loading process
 - Staging boarding vehicle traffic

The above Docking Assistance Services shall be provided by the contractor for all Port Calls regardless of the sailing season or time of day.

SEC. 3.10 DELIVERABLES

The following deliverables are required under the contract:

Deliverable Number 1: Perform the required Terminal Management Services tasks as detailed in Section 3 of this RFP during the full term of the intended contract, including all renewals.

Deliverable Number 2: Perform the required Docking Assistance and Vehicle Staging Service as detailed in Section 3 of this RFP during the full term of the intended contract, including all renewals.

Note: Please see Section 3.03, Estimated Sailings. The number of sailing is subject to change based on the AMHS operational needs. Notification shall be provided to the contractor if the schedule changes or a scheduled sailing is cancelled.

SEC. 3.11 SERVICE CONTRACT DEFICIENCIES

The contractor's failure to provide a service required by this contract will be grounds for the state to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the state, in writing, of the corrective action being taken.

If a deficiency is not corrected within five (5) working days from the time it is issued, the state may issue another SDC.

If a contractor gets more than two (2) substantiated SDCs in a 30-day period for four (4) substantiated SDCs in a calendar year it will be grounds for the state to declare the contractor in default.

SEC. 3.12 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award through June 30, 2019. The contractor agrees that there are four, one year renewal options, under the same terms and conditions as the original contract to be initiated solely by the state.

Unless otherwise provided in this RFP, the state and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

SEC. 3.13 CONTRACT TYPE

This contract is a Fixed Price with price adjustment contract.

SEC. 3.14 CONTRACT PRICE ADJUSTMENTS

Contract prices shall remain firm through May 30, 2019.

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the Government of Canada, Statistics Canada, Consumer Price Index (CPI), by city (monthly) for All Items, Vancouver, BC, Canada Area at:

<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis02a-eng.htm>.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base month, March, 2018 and each March thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

Note: The Port Call Rate, and the Cancelled Port Call Rates are both subject to the above price adjustment methodology. The hourly rates offered for the Terminal Manager and the Assistant Terminal Manager are also subject to the above price adjustment methodology.

SEC. 3.15 PRICE DECREASES

During the full term of the contract, including all renewals, all price decreases experienced by the contractor must be passed on to the state. The contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

SEC. 3.16 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. See Section 3.07 for additional information regarding the invoicing process. No payment will be made until the invoice has been received, reviewed, and approved by the Project Director.

SEC. 3.17 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

SEC. 3.18 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Transportation and Public Facilities or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.19 LOCATION OF WORK

The location(s) the work is to be performed at the Alaska Marine Highway Terminal office at the Prince Rupert ferry terminal building located at 2100 Park Avenue, Prince Rupert, B.C., Canada.

The state will provide workspace for the contractor at the AMHS Terminal in Prince Rupert, BC, CA.

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

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

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

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

SEC. 3.20 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.21 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.22 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.23 F.O.B. POINT

All goods purchased through this contract will be F.O.B. final destination.

SEC. 3.24 CONTRACT PERSONNEL

It is anticipated the contractor may have employees that fall into the following job classifications:

- Terminal Manager
- Assistant Terminal Manager
- Accounting or Administrative Support
- Terminal Employee
- Line Handlers
- Docking/Vehicle Staging Assistant
- Seasonal Summer Staff

Any changes to the Terminal Manager or Assistant Terminal Manager identified on the organization chart submitted in response to this RFP per Section 1.04 must be approved, in advance and in writing, by the Project Director prior to the change going into effect. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.25 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

SEC. 3.26 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.27 CONTRACT AMENDMENTS – ANTICIPATED AMENDMENTS

During the course of this contract, dockings may be added or removed from the schedule for operational reasons. The AMHS Project Director will notify the contractor in advance of schedule changes.

In the event a route is permanently removed from the schedule the AMHS Project Director will notify the contractor and a price adjustment may be requested.

Should any changes in U.S. or Canadian laws require adjustments to any contract costs, the contractor and the AMHS Project Director agree to provide written notification to the other party of such change within 30 days of learning of the change.

In the event a contract amendment is required, the contract amendment must be processed thorough the DOT&PF Statewide Procurement, Procurement Officer. The contractor will not commence additional work under that contract amendment until the AMHS Project Director, or designee, has secured a written contract amendment, approved by the DOT&PF Statewide Procurement, Procurement Officer.

SEC. 3.28 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

SEC. 3.29 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide

evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B1**, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** must be set out in the offeror's proposal.

NOTE: *The Certificate(s) of Insurance must be provided prior to contract execution. The Certificate(s) must show the contract number and must indicate the Certificate Holder as: DOT&PF, POB 112500, Juneau, AK 99811-2500.*

SEC. 3.30 TERMINATION FOR DEFAULT

If the Project Director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. EXHIBITS**.

SECTION FOUR: PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

Proposals **must include a narrative cover letter that confirms** the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.

Proposals **must be** signed by a company officer empowered to bind the company.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

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

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

OFFERORS RESPONSE: In addition to submitting the documents required in Section 1.04, Offerors **must submit** an Organizational Chart specific to the personnel assigned to accomplish the work called for in this RFP. The chart must illustrate the lines of authority and designate the individual(s) responsible and accountable for the delivering the Terminal Management and Docking Assistance Services required under this RFP.

OFFERORS RESPONSE: Offerors **must also provide** a narrative description demonstrating the organization of the project team and must include a personnel roster that identifies each person who will actually work on the contract to include identifying the personnel that will be delivering the Terminal Management and Docking Assistance Services.

OFFERORS RESPONSE: Offerors **must also provide** with their proposal, individual resumes for the proposed Terminal Manager and Assistant Terminal Manager.

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OFFERORS RESPONSE: Offerors must **also submit, at least one, and no more than two**, letters of reference from current or previous clients the offeror has completed similar projects for that prove to the state the offeror has performed similar services for at least three years. This experience must include at least one year of experience working cooperatively with the U.S. and Canadian Customs and security administrations.

The letters of reference **must indicate the following at a minimum:**

- Confirmation the Client was satisfied with the service provided
- Short description of the services provided
- Company Name
- Point of Contact
- Phone Number
- Email Address
- Project Name

The state reserves the right to contact the references provided.

SEC. 4.07 COST PROPOSAL

Attachment E, Cost Proposal must be submitted. An offerors failure to complete and submit Attachment E, Cost Proposal, may result in the proposal being deemed non responsive and the proposal may be rejected.

NOTE: For all parts as defined below and seen on Attachment E, the offered lump sums for Terminal Management Services, Docking Assistance and Vehicle Staging Services, and the hourly rates for additional as requested services must include all direct and indirect costs associated with the performance of the task to include, but is not limited to; all labor, taxes, insurance, pensions, vacation pay, overhead, profit, and any other associated costs. No additional costs will be accepted or considered.

All costs must be stated in US Dollars.

PART ONE: Summer Port Call Rate: The Summer Port Call Rate is comprised of two individual components: Terminal Management Services and Docking Assistance and Vehicle Staging Services.

In the space provided on Attachment E, Offerors must enter the lump sum cost to provide Terminal Management Services for a single Port Call during the summer sailing season.

In the space provided on Attachment E, Offerors must enter the lump sum cost to provide Docking Assistance and Vehicle Staging Services for a single Port Call during the summer sailing season.

The two components shall be added together to equal the Summer Port Call Rate. The Summer Port Call Rate shall be multiplied by the estimated number of Port Calls to equal the Total Estimated Annual Summer Port Call Rate. The Total Estimated Annual Summer Port Call Rate shall be multiplied by the total length of the contract (5 years) to equal the Total Evaluated Estimated Summer Port Call Rate.

PART TWO: Winter Port Call Rate: The Winter Port Call Rate is comprised of two individual components: Terminal Management Services and Docking Assistance and Vehicle Staging Services.

In the space provided on Attachment E, Offerors must enter the lump sum cost to provide Terminal Management Services for a single Port Call during the winter sailing season.

TERMINAL MANAGEMENT SERVICES IN PRINCE RUPERT, BRITISH COLUMBIA, CANADA

In the space provided on Attachment E, Offerors must enter the lump sum cost to provide Docking Assistance and Vehicle Staging Services for a single Port Call during the winter sailing season.

The two components shall be added together to equal the Winter Port Call Rate. The Winter Port Call Rate shall be multiplied by the estimated number of Port Calls to equal the Total Estimated Annual Winter Port Call Rate. The Total Estimated Annual Winter Port Call Rate shall be multiplied by the total length of the contract (5 years) to equal the Total Evaluated Estimated Winter Port Call Rate.

PART THREE: Hourly Rate for Additional Services as Requested by the AMHS: As needed, the AMHS may request the contractor perform additional services. If requested, the contractor shall be compensated at the hourly rate offered on Attachment E.

In the space provided on Attachment E, enter the hourly for additional as requested services for the Terminal Manager.

In the space provided on Attachment E, enter the hourly for additional as requested services for the Assistant Terminal Manager.

The offered hourly rates shall be multiplied by the estimated additional annual hours to equal the evaluated Total Estimated Annual cost for additional services. The Total Estimated Annual cost for additional services shall be multiplied by the total length of the contract (5 years) to equal the Total Estimated Contract Cost for Additional as Requested Services.

NOTE: In accordance with Section 1.07, the technical proposal must not contain any cost information. All cost must be contained within **Attachment E, Cost Proposal**.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **Section 5. Evaluation Criteria and Contractor Selection**.

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.

SECTION FIVE: EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (10% - 100 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (10% - 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?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (15% - 150 POINTS)

Proposals will be evaluated against the questions set out below:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15% - 150 POINTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?

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

2) Questions regarding the firm

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) To what extent does it appear the firm has been successful at delivering similar services in the past?
- c) Has the firm provided letters of reference from previous clients?

SEC. 5.05 CONTRACT COST (40% - 400 POINTS)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

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 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10% - 100 POINTS)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION SIX: GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the Project Director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Administrative Services conference room on the 3rd floor of the DOT&PF Headquarters Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

SEC. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

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- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). 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 using the formula:

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

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(g) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(h) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2

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Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

SECTION SEVEN: GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Good and Non-Professional Services (Attachment B). This form is attached in for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 7.04 HUMAN TRAFFICKING

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

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

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

SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

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

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

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

SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.08 ASSIGNMENT

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

SEC. 7.09 DISPUTES

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

SEC. 7.10 SEVERABILITY

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

SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.05 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SEC. 7.13 SOLICITATION ADVERTISING

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

SECTION EIGHT: ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

Attachment A:	Proposal Evaluation Form
Attachment B:	Contract Forms - Appendix A
Attachment C:	Appendix B1-Insurance Requirements
Attachment D:	Notice of Intent to Award
Attachment E:	Cost Proposal Form
Attachment F:	Proposal Checklist