



STATE OF ALASKA

Department of Natural Resources

Request for Proposal

RFP 10 190000041 - 1

TITLE:

As-Needed Marine Vessel Services for AVO Support

PURPOSE:

The Department of Natural Resources, Division of Geological and Geophysical Services, is seeking competitive proposals for qualified contractor(s) to provide as-needed marine vessel services to support the Alaska Volcano Observatory as specified within this RFP.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to dnr.ssd.procurement@alaska.gov or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

Date of Issue: February 12, 2019

Deadline for Receipt of Proposals: March 06, 2019 14:00:00

Important Notice: If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: James Sonnier
TELEPHONE NUMBER: (907)269-8687
EMAIL: jim.sonnier@alaska.gov

BID RECEIVING LOCATION:
Support Services ANC Admin
Attn: Procurement
550 West 7th Avenue
Anchorage, AK 99501-3564

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

PROPOSAL SCHEDULE

Event Date	Event Description
03/06/19	Proposals Due; 2:00 p.m.

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	As-Needed Marine Vessel Services for AVO Support			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
04/01/19	03/31/22			

Extended Description:

Contractor(s) to provide marine vessel services for Division of Geological and Geophysical Surveys as specified within this RFP.

DO NOT ENTER COST ON THIS LINE! COST IS TO BE ENTERED ONLY ON THE COST PROPOSAL ATTACHED TO THIS RFP.

EVALUATION CRITERIA

The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
5	Understanding	5	
2	Experience	35	
1	Cost	60	

Terms and Conditions		
No.	Name	Section
004	Request for Proposals	

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RFP 190000041

1. INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Natural Resources (DNR), Division of Geological and Geophysical Surveys (DGGS), is soliciting proposals for qualified contractor(s) to provide as-needed marine vessel services to support the Alaska Volcano Observatory (AVO). A more detailed description including the Scope of Work can be found in Section 3 of this RFP.

1.02 Budget

The State estimates a duration of 40 to 65 days per contract year and a budget of approximately \$1,696,000 for the entire 3 year contract period. These numbers are an estimate only and will be used only for award and evaluation purposes. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

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.

1.03 Deadline for Receipt of Proposals

Proposals must be received by the DNR Procurement Section no later than the prevailing Alaska Time on the date shown on page one of this RFP as the Deadline for Receipt of Proposals. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

1.04 Prior Experience

For offers to be considered responsive offerors must meet these minimum prior experience requirements:

Offerors must have and must clearly demonstrate within their Technical proposal their experience with ship-based helicopter operations.

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.

1.05 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable

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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.

1.06 Questions Prior to Deadline for Receipt of Proposals

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

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

Procurement Officer: Jim Sonnier – PHONE 907-269-8687 - FAX 907-269-8909 - TDD 907-269-8411 – Email dnr.ssd.procurement@alaska.gov.

1.07 Return Instructions

If using the U.S. mail, a delivery service, or delivering in person offerors must submit four signed hard copies of their technical proposal and one signed hardcopy of their cost proposal, in writing, 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 Natural Resources
Support Services Division
Procurement Section
Attention: Jim Sonnier
Request for Proposal (RFP) Number: 190000041
RFP Title: As-Needed Marine Vessel Services for AVO Support
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska, 99501

The sealed proposal package(s) must be received within the DNR Procurement Office no later than the Deadline for Receipt of Responses. Late proposals will be considered non-responsive and will not be accepted or opened by the DNR Procurement Office.

If submitting a faxed proposal it is the offeror's responsibility to contact the DNR Procurement Section at 907-269-8687 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received. **The DNR Procurement Section's fax number is**

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907-269-8909. If submitting a proposal by fax please send only one copy of the technical and cost proposal. Faxed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Receipt of Responses. The State is not responsible for unreadable, corrupt, or missing pages or attachments or for delays in transmission between the sender's machine and DNR Procurement. Late proposals will be considered non-responsive and will be rejected.

If submitting a proposal via email the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dnr.ssd.procurement@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line. The maximum size of a single email (including all text and attachments) that can be received by the state is **20mb** (megabytes). If the email containing the proposal exceeds this size the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. Please send only one copy of the technical and cost proposal if submitting a proposal via email. **The DNR email address is dnr.ssd.procurement@alaska.gov.** It is the offeror's responsibility to contact the issuing agency at 907-269-8687 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments or for delays in transmission between the sender and DNR Procurement. Also, DNR Procurement will not accept emailed proposals in a modifiable file format, i.e., MS Word, etc. Emailed proposals must be received in their entirety by the DNR Procurement Section no later than the Deadline for Responses. Late proposals will be considered non-responsive and will be rejected.

An offeror's failure to submit its proposal in its entirety to the DNR Procurement Section no later than the Deadline for Receipt of Responses will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

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

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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 Natural Resources 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 that apply to the proposal, the evaluation, or the contract.

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.

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

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will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

1.11 Amendments to the RFP

If an amendment is issued, it will be provided to all who were provided with 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 or IRIS Vendor Self Service web site.

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.

- a. Issue RFP February 12, 2019,
- b. Deadline for Receipt of Proposals 2:00 p.m. on March 6, 2019,
- c. Proposal Evaluation Committee complete evaluation by March 12, 2019,
- d. State of Alaska issues Notice of Intent to Award a Contract March 13, 2019,
- e. State of Alaska issues contract March 26, 2019,
- f. Contract start April 1, 2019.
- g. Contract end date March 31, 2022.

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 Natural Resources 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.

1.13 Pre-proposal Conference

No pre-proposal conference will be held for this RFP.

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.

1.15 News Releases

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

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2. BACKGROUND INFORMATION

2.01 Background Information

The Division of Geological and Geophysical Surveys (DGGS), Alaska Volcano Observatory (AVO), is tasked with developing a robust system of digital data collection monitoring instruments that will provide Alaska Volcano Observatory (AVO) scientists with advanced warning of volcanic activity in Alaska, allowing AVO to properly warn the public of impending volcanic hazards and dangerous drifting ash clouds. The digital conversion will improve data quality as digital data telemetry is less susceptible to external noise sources than analog telemetry and this translates to more accurate and timely forecasts of volcanic eruptions to protect life and property. In addition, the analog to digital telemetry conversion will bring AVO volcano monitoring instruments in compliance with National Telecommunications and Information Administration (NTIA) radio spectrum guidelines. To accomplish this DGGS activities will be coordinated with the two other AVO partners, the U.S. Geological Survey (USGS), and the University of Alaska Fairbanks Geophysical Institute (UAF/GI).

This is a three-year project with work focused primarily within the months of June through September. Annual ship services are expected to total 40 days with the possibility of extending up to 65 days. The marine vessel will serve as equipment, fuel, and personnel transport, lodging and accommodation for staff, and as a mobile base for helicopter operations. The geographic scope of operations ranges from Cook Inlet in the east to Kiska Island in the western Aleutians. The various ports of call associated with this work include Homer, Kodiak, Cold Bay, False Pass, Akutan, Dutch Harbor, Atka, and Adak. Some of these ports of call will serve as fueling and resupply locations. Standard time between ports of call can range between a few up to 20 days.

3. SCOPE OF WORK AND CONTRACT INFORMATION

3.01 Scope of Work

The Department of Natural Resources (DNR), Division of Geological and Geophysical Surveys (DGGS), is soliciting proposals for a multi-year, multi-contractor, contract to provide as-needed marine vessel services to support the Alaska Volcano Observatory (AVO).

A maximum of three contracts will be issued to the three offerors deemed most advantageous to the State after evaluation of proposals.

The State estimates a duration of 40 to 65 days per contract year and cost of approximately \$1,696,000 for the entire contract period. These numbers are an estimate only and will be used only for award and evaluation purposes. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

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3.02 Contract Term and Work Schedule

The length of the contract will be three consecutive years from April 1, 2019 through March 31, 2022. There are no renewal options authorized for this contract. Contract extensions through September 30, 2022, may be authorized at the sole discretion of the State if required to support additional contract-related field work and subject to availability of funding.

The approximate field season for required services will be during the months of June through September of each contract year. The AVO estimates services may be needed for a duration of up to 65 days during each field season. Actual timeframe and duration for services will be dependent upon the needs of the State and may be before June or after September and for more or less than 65 days.

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.

3.03 Requirements

a. The selected contractor(s) will be required to provide a marine vessel meeting the following minimum specifications:

1) **Safety:**

- a) Vessel must have a current USCG certification and safety inspection;
- b) Vessel must be suitable for safe operations throughout waters of Alaska and in support of helicopter and geophysical field operations;
- c) Twin engine/screw propulsion required for redundancy and improved maneuverability; and
- d) Motorized skiff and operator to be readily available during flight operations.

2) **Cargo Capacity and Handling:**

- a) Sufficient deck, hold, and/or internal tank capacity to store/accommodate up to 1500 gallons (about 30 drums; or 6.2 tons) of Jet-A turbine fuel in support of helicopter operations;
- b) Sufficient deck or hold capacity to store up to 8 tons geophysical field equipment (mostly batteries, solar panels, equipment enclosure, general equipment and supplies); and
- c) Sufficient crane capacity and scope to move up to 1 ton loads between dock, cargo deck, and hold.

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3) **Minimum client berths (exclusive of crew) and general accommodation:**

- a) An absolute minimum number of staff to complete field projects is six though a crew up to a total of nine is preferred;
- b) Toilet and showering facilities sufficient to comfortably accommodate up to 9 staff;
- c) Dining facilities and prepared meals (breakfast, lunch, and dinner) to support 9 staff for stretches up to 20 days between ports of call (Adak, Dutch Harbor, False Pass, Cold Bay, Homer); and
- d) Fresh water storage and/or production capability to support up to 9 staff for stretches up to 20 days between ports of call.

4) **Range and standby operation:**

- a) Must be able to cover up to 1000 nautical miles between fuel-based ports of call (Adak, Dutch Harbor, False Pass, Cold Bay, Homer); and
- b) Must provide power generation and cabin heat 24/7 whether steaming, adrift, or at anchor.

5) **Work Space:**

- a) Must provide inside, clean, dry area to support computer operations and equipment testing and configuration; and
- b) Must provide covered staging area on the deck to support configuration of sling loads.

6) **Helicopter Operations:**

- a) Vessel must safely support helicopter operations – take-offs, landings, secure tie-downs, and external load operations; must be able to accommodate these operations with a helicopter similar in size to a Bell 206 L-3, Bell 206 L-4, or Bell 407;
 - b) Radio communications between bridge and helicopter during flight operations; and
 - c) Flight tracking and logging.
- b. Experience working within Alaskan waters is desired, but not required. Offerors must outline within their proposal their experience in providing marine vessel services of the type specified within this RFP, particularly with regards to experience operating in remote areas and extreme environmental conditions similar to those found along the Aleutian chain.
- c. The bulk of Year 1 work will include the western Aleutians, followed by the Alaska Peninsula, Katmai area, and Unimak area. In Year 2, in addition to some western Aleutian work,

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deployment will take place at Okmok, the Lower Cook Inlet, and other networks as needed to make adjustments to the previous year's installations. In Year 3, field targets will vary and will depend on network stability; adjustments and revisions will be made as needed and will include work in the western Aleutians by ship.

d. Vessel Fuel. Contractor will be expected to provide a full tank of fuel in the vessel at the beginning of the field trip. The State will reimburse the contractor for the cost of fuel required to top off the tanks at the beginning of the trip and during the duration of the trip. Reimbursement will be at actual cost only without any additional contractor mark-ups, charges, or fees. Contractor to provide a copy of all fuel invoices or receipts with the invoices submitted during the contract period.

e. Helicopter, aviation fuel, and other State needs not outlined within this RFP will be contracted separately by the State.

f. Passengers carried on-board by the contractor will be a combination of male and female State and Federal employees, helicopter pilot, and possibly a helicopter co-pilot or mechanic. Number of passengers may vary depending on the needs of the State.

g. Include in your proposal information regarding the vessel you will provide if awarded a contract resulting from this RFP. Information provided should clearly show how the vessel meets or exceeds the minimum specifications of this RFP.

3.04 Contract Type

This contract is a Fixed Price contract. Contract costs will be paid at the accepted rates shown in the accepted proposal for each contract year.

3.05 Proposed Payment Procedures

The state will make monthly payments for services provided during the summer field season. Invoices are to be submitted to the agency identified within the State's order. Payments will be NET 30 days upon completion of required services and a true and correct invoice.

3.06 Prompt Payment for State Purchases

Not applicable to this RFP.

3.07 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources 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

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associated with the contract must be stated in U.S. currency.

3.08 Location of Work

The location(s) the work is to be performed, completed and managed is within the State of Alaska as specified in the State's Delivery Order that will be issued against a contract resulting from this RFP.

The state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

3.09 Third-Party Service Providers

Not applicable to this RFP.

3.10 Subcontractors

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

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in Section 1.04 Prior Experience of this RFP.

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

- a. Complete name of the subcontractor;
- b. Complete address of the subcontractor;
- c. Type of work the subcontractor will be performing;
- d. Percentage of work the subcontractor will be providing;

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- e. Evidence that the subcontractor holds a valid Alaska business license; and
- f. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

3.11 Joint Ventures

Joint ventures will not be allowed.

3.12 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.

3.13 Contract Personnel

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

3.14 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 manager. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project manager may instruct the contractor to make corrections or modifications if needed 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.

3.15 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 manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee.

3.16 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).

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known

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by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

3.17 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.

3.18 Termination for Default

If the project manager 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 to this RFP.

3.19. Termination for Convenience

The State may, at its sole discretion, terminate a contract resulting from this RFP upon 30 calendar days written notice to the contractor. The State will only be liable for payment of services provided up to the termination date.

3.20 Contractor Selection Process

Once the contracts are established this selection process will be used by the State. Contractors will be listed based on the ranking they received during the proposal evaluation process. For example, the contractor ranked most advantageous to the State will be listed first; next most advantageous will be listed second; etc. When the Division of Geological and Geophysical Surveys (DGGS) requires marine vessel services they will contact the first contractor on the list. If the first contractor is unable to provide the needed support, DGGS will go down the list until they find a contractor who can provide the service.

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Once a contractor is selected, DGGS will issue a State of Alaska Delivery Order (DO) against the contract for the services. The DO will identify the dates of service; service requirements; and estimated costs. Estimated costs will be based upon the daily rate for the field season provided by the offeror in their Cost Proposal.

If none of the contractors on the list can provide required services, DGGS may seek the services of a non-contract provider at their sole discretion, subject to the provisions of the State of Alaska Procurement Code.

It is understood the Division of Geological and Geophysical Surveys is under no obligation to place, nor a contractor to accept, an order placed under any contract resulting from this RFP.

It is also understood the State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

4. PROPOSAL FORMAT AND CONTENT

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.

4.02 Introduction

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

Proposals must confirm that the offeror will comply with all provisions in this RFP.

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

Proposals must include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest as required by paragraph 1.08(d) of this RFP.

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.

4.03 Understanding of the Project

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

4.04 Experience and Qualifications

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Offerors must provide at least one reference name with current email addresses and phone numbers for similar projects the offeror's firm has completed. Either a list of references or reference letters will be acceptable. The State may contact references during evaluation of proposals at its sole discretion.

Offerors must provide a narrative describing previous ship-based helicopter work completed. The narrative should include a project description that includes scope, duration, and location of the project.

4.05 Cost Proposal

Cost proposals must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, vessel daily rate, passenger meal costs, payroll, labor, supervision, supplies, materials, equipment, overhead, profit, and any other charge, fee, or expense necessary to provide required services. The cost for Marine Vessel Daily rate in the Cost Proposal is to include all operating costs of the vessel including the ship crew and skiff use.

Vessel fuel costs will be billed and paid as specified within this RFP.

4.06 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.

5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

5.01 Understanding of the Project (5%)

Proposals will be evaluated against the questions set out below:

- a. To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- b. Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

5.02 Experience and Qualifications (35%)

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Proposals will be evaluated against the questions set out below:

- a. How well does the proposal describe how individuals assigned to the project have had previous experience conducting similar work?
- b. How well has the firm demonstrated experience in completing similar projects on time and within budget?
- c. How successful is the general history of the firm regarding timely and successful completion of projects?
- d. Has the firm provided either reference(s) or letter(s) of reference from previous clients?
- e. If a subcontractor will perform work on the contract how well do they measure up to the evaluation used for the offeror?

5.05 Contract Cost (60%)

To avoid the appearance of price influencing scoring, Cost will be scored only by the Procurement Officer.

Overall, a minimum of 60% 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.

5.06 Alaska Offeror Preference (0%)

Because Federal funds will be used in the procurement of services under a contract resulting from this RFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

6. GENERAL PROCESS INFORMATION

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.

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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:

- a. copy of an Alaska business license;
- b. certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- c. a canceled check for the Alaska business license fee;
- d. a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- e. 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:

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

Offeror to provide a copy of the current vessel USCG certification and safety inspection either within their proposal or upon 3 days written request from the State. Failure to provide a copy of the certification and safety inspection within the designated timeframe may result in rejection of the proposal as being non-responsive or cancellation of the contract.

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

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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.

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.

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.

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.

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

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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 Denali conference room, Suite 1330, on the 13th floor of the Robert B. Atwood Building, 550 W. 7th Avenue, in Anchorage, Alaska.

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

6.08 Failure to Negotiate

If the selected offeror

- a. fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or
- b. indicates they cannot perform the contract within the budgeted funds available for the project; or
- c. 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.

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(s) selected for award.

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.

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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:

- a. the name, address, and telephone number of the protester;
- b. the signature of the protester or the protester's representative;
- c. identification of the contracting agency and the solicitation or contract at issue;
- d. 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."

6.11 Application of Preferences

Because Federal funds will be used in the procurement of services under a contract resulting from this RFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

6.12 Alaska Bidder Preference

Because Federal funds will be used in the procurement of services under a contract resulting from this RFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

6.13 Alaska Veteran Preference

Because Federal funds will be used in the procurement of services under a contract resulting from this RFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

6.14 Alaska Offeror Preference

Because Federal funds will be used in the procurement of services under a contract resulting from this RFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

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

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allocations for cost on the other proposals will be determined using the formula:

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

Examples: Converting Cost to Points & Applying Preferences

Formula Used to Convert Cost to Points

Step 1: The offeror's scores after evaluation but without cost are:

Offeror #1: 32 points;
Offeror #2: 35 points;
Offeror #3: 38 points.

Step 2: 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 3: 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.

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

Step 4: The scores at this point are:

Offeror #1: 72 points;
Offeror #2: 72.4 points;
Offeror #3: 71.7 points.

Step 5: Offeror #2 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

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6.16 Enrollment in IRIS

Selected contractors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of Delivery Orders for contract work.

6.17 Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal, by the offeror, that they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation must be completed and submitted with your proposal.

7. General Legal Information

7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Master Agreement Form generated by the IRIS database. Appendix A, General Conditions, is attached to this RFP for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

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.

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.

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

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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.

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:

- a. do not affect responsiveness;
 - b. are merely a matter of form or format;
 - c. do not change the relative standing or otherwise prejudice other offers;
 - d. do not change the meaning or scope of the RFP;
 - e. are trivial, negligible, or immaterial in nature;
 - f. do not reflect a material change in the work; or
 - g. 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.

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.

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

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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.

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.

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.

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.

7.11 Supplemental Terms and Conditions

Proposals must comply with SEC. 1.12 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:

- a. 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
- b. 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.

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.

7.13 Solicitation Advertising

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

8. ATTACHMENTS

8.01 Proposal Evaluation Form

8.02 Standard Agreement Form - Appendix A, General Conditions

8.03 Appendix B1

8.04 Offeror's Checklist

**8.05 Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions form**

8.06 Cost Proposal

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8.01 PROPOSAL EVALUATION FORM

Offeror Name: _____
 Evaluator _____
 Name: _____
 Date of Review: _____
 RFP Number: 190000041 As-Needed Marine Vessel Services for AVO Support

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

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

5.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points
 100 Points x 5 Percent = 5 Points

Proposals will be evaluated against the questions set out below.

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

NOTES:

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

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Experience and Qualifications—35 Percent

Maximum Point Value for this Section - 35 Points
 100 Points x 35 Percent = 35 Points

Proposals will be evaluated against the questions set out below.

a. How well does the proposal describe how individuals assigned to the project have had previous experience conducting similar work?

NOTES:

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b. How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES:

c. How successful is the general history of the firm regarding timely and successful completion of projects?

d. Has the firm provided either reference(s) or letter(s) of reference from previous clients?

NOTES:

e. 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 5.02: _____

EVALUATOR'S COMBINED POINT TOTAL FOR SECTIONS 5.01 AND 5.02: _____

5.03 Contract Cost — 60 Percent

To avoid the appearance of cost influencing scoring Section 5.03 will be evaluated only by the Procurement Officer.

Maximum Point Value for this Section — 60 Points
100 Points x 60 Percent = 60 Points

Overall, a minimum of 60 percent 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 6.11.

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.

PROCUREMENT OFFICER'S POINT TOTAL FOR COST: _____

5.04 Alaska Offeror Preference — 10 Percent

Because Federal funds will be used in the procurement of services under a contract resulting from this RFP, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

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5.05 COMBINED TOTAL

This section will be completed by the Procurement Officer.

a. Evaluator's Combined Total for Sections 5.01 and 5.02: _____

b. Procurement Officer's Evaluation for Section 5.03: _____

c. **TOTAL EVALUATED SCORE:** _____

d. Procurement Officer's Initials: _____ and Date Completed: _____.

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APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620□AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

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11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

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

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APPENDIX B₁ **INDEMNITY AND INSURANCE**

Article 1. Indemnification

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

“Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

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

- 2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.
- 2.4. Marine General Liability Coverage:** the contractor shall provide coverage for all marine operations with limits of not less than \$5,000,000 with a pollution liability endorsement

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8.04 OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive.

- _____ 1. **Technical Proposal** submitted as required by paragraph 1.07 of this RFP.
- _____ 2. **Cost Proposal.** Submitted separately within the proposal package as required by paragraph 1.07 of this RFP.
- _____ 3. **Federal Debarment Form.** Copy of the Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form
- _____ 4. **MANDATORY RETURN Amendment(s).** Written acknowledgement of MANDATORY RETURN amendment(s) either within the proposal package or submitted separately in an email or fax to DNR Procurement. Must be received no later than the Deadline for Receipt of Proposals.

Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and submit all required documents.
2. Cost proposal and technical proposals are to be submitted in separate packages within the proposal package or email. Review paragraph 1.07, Return Instructions, for more information.
3. Proposals must be received in their entirety no later than the Deadline for Receipt of Proposals. Late proposals will be considered non-responsive and will be rejected.
4. It is recommended but not required that offeror provide a copy of the current vessel USCG certification and safety inspection within their proposal.

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**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative:_____.

Signature:_____

Date:_____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

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Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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Cost Proposal

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Offerors must submit this Cost Proposal for their offer to be considered responsive. The Unit Cost offered must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, vessel daily rate, passenger meal costs, payroll, labor, supervision, supplies, materials, equipment, overhead, profit and any other charge, fee, or expense necessary to provide required services. The cost for Marine Vessel Daily rate in the Cost Proposal is to include all operating costs of the vessel including the ship crew and skiff use.

Vessel fuel costs will be billed and paid as specified within this RFP.

The estimated number of days shown on this Cost Proposal are an estimate only and will be used only for award and evaluation purposes. The State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this RFP.

The Unit Cost per day offered must remain firm for the duration of the contract. The Total Contract Cost shown below is the cost the State will evaluate for proposals submitted in response to this RFP.

1. Offered Costs.

No.	Description	Estimated Quantity	Unit Cost per day	Extended Cost
a.	2019 Field Season			
1)	Marine Vessel Daily Rate ¹	65 days	\$	\$
2)	Daily Subsistence rate for all passengers up to 9 people (@3 meals per day)	9 people * 65 days = 585 person days	\$	\$
3)	Transit/Mobilization Fuel Burn Rate in gallons per day at a burn rate of _____ gallons per day at an estimated cost of \$2.40 per gallon ²	20 days	\$	\$
4)	Anchored Fuel Burn Rate in gallons per day at a burn rate of _____ gallons per day at an estimated cost of \$2.40 per gallon ²	45 days	\$	\$
5)	Total Estimated Cost, 2019 Field Season			\$
b.	2020 Field Season			
1)	Marine Vessel Daily Rate ¹	65 days	\$	\$

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2)	Daily Subsistence rate for all passengers up to 9 people (@3 meals per day)	9 people * 65 days = 585 person days	\$	\$
3)	Transit/Mobilization Fuel Burn Rate in gallons per day at a burn rate of _____ gallons per day at an estimated cost of \$2.40 per gallon ₂	20 days	\$	\$
4)	Anchored Fuel Burn Rate in gallons per day at a burn rate of _____ gallons per day at an estimated cost of \$2.40 per gallon ₂	45 days	\$	\$
5)	Total Estimated Cost, 2020 Field Season			\$
c.	2021 Field Season			
1)	Marine Vessel Daily Rate ₁	65 days	\$	\$
2)	Daily Subsistence rate for all passengers up to 9 people (@3 meals per day)	9 people * 65 days = 585 person days	\$	\$
3)	Transit/Mobilization Fuel Burn Rate in gallons per day at a burn rate of _____ gallons per day at an estimated cost of \$2.40 per gallon ₂	20 days	\$	\$
4)	Anchored Fuel Burn Rate in gallons per day at a burn rate of _____ gallons per day at an estimated cost of \$2.40 per gallon ₂	45 days	\$	\$
5)	Total Estimated Cost, 2021 Field Season			\$
d.	Total Contract Cost (sum a.5 + b.5 + c.5)			\$
1 Marine Vessel Daily rate includes all operating costs of the vessel including ship crew and skiff use. Fuel costs are not to be included in the Marine Vessel Daily Rate.				
2 Fuel. For the purpose of evaluation and award of cost, vendor must provide fuel consumption estimates in gallons per day for both (1) in-transit and (2) anchored using an estimated fuel cost of \$2.40 per gallon. It is understood that this is an estimate and that actual fuel costs will be billed on invoice.				

2. Amendment(s). I acknowledge receipt of the following amendment(s) issued for this RFP: _____.

3. Offeror Certification.

a.	Offeror Name:
b.	Authorized Person (printed name):
c.	Authorized Person (signature):

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d.	Date Signed:
e.	Authorized Person's Telephone Number:
f.	Authorized Person's Email Address:
g.	By signature on this Cost Proposal I certify that I am authorized to commit the company to providing the services specified within this RFP and any amendment(s) to this RFP and that the costs offered were arrived at independently and without collusion, under penalty of perjury.
