

STATE OF ALASKA

REQUEST FOR PROPOSALS



AMHS Salvage and Marine Firefighting

RFP 2519S053

APRIL 16, 2019

OPA-90 SALVAGE AND MARINE FIREFIGHTING SERVICES FOR
VESSELS OF THE ALASKA MARINE HIGHWAY SYSTEM

ISSUED BY:

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
STATEWIDE CONTRACTING & PROCUREMENT

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION AND INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities, Alaska Marine Highway System (AMHS), seeks a qualified contractor to perform Salvage and Marine Firefighting (SMFF) services for all current and future vessels in its fleet subject to provisions of the Oil Pollution Act of 1990 (OPA-90). This contract will result in a mandatory use contract with the successful Offeror providing SMFF services as identified in the Vessel Response Plan (VRP) for each vessel in its fleet subject to regulation. The Contractor will also provide as-needed services for incident response and casualty.

SEC. 1.02 BUDGET

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **3 pm** prevailing Alaska Time on **May 8, 2019**. Faxed, Emailed, or Oral proposals are not acceptable.

SEC. 1.04 SELECTION CRITERIA

In order for offers to be considered responsive, offerors must meet to the maximum extent possible selection criteria in accordance with 33 CFR §155.4050. Offerors must clearly and specifically demonstrate in their proposal response how they meet each of the following:

- (1) Offeror is currently working in response service needed.
- (2) Offeror has documented history of participation in successful salvage and/or marine firefighting operations, including equipment deployment.
- (3) Offeror owns or has contracts for equipment needed to perform response services.
- (4) Offeror has personnel with documented training certification and degree experience (Naval Architecture, Fire Science, etc.).
- (5) Offeror has 24-hour availability of personnel and equipment, and history of response times compatible with the time requirements in the regulation.
- (6) Offeror has on-going continuous training program. For marine firefighting providers, they meet the training guidelines in NFPA 1001, 1005, 1021, 1405, and 1561 (Incorporation by reference, see 33 CFR §155.140), show equivalent training, or demonstrate qualification through experience.
- (7) Offeror has successful record of participation in drills and exercises.
- (8) Offeror has salvage or marine firefighting plans used and approved during real incidents.
- (9) Offeror has membership in relevant national and/or international organizations.
- (10) Offeror has insurance that covers the salvage and/or marine firefighting services which they intend to provide.
- (11) Offeror has sufficient up front capital to support an operation.

(12) Offeror has equipment and experience to work in the specific regional geographic environment(s) that the vessel operates in (e.g., bottom type, water turbidity, water depth, sea state and temperature extremes).

(13) Offeror has the logistical and transportation support capability required to sustain operations for extended periods of time in arduous sea states and conditions.

(14) Offeror has the capability to implement the necessary engineering, administrative, and personal protective equipment controls to safeguard the health and safety of their workers when providing salvage and marine firefighting services.

(15) Offeror has familiarity with the salvage and marine firefighting protocol contained in the local Area Contingency Plans for each Captain of the Port (COTP) area for which they are contracted.

An offeror's failure to adequately address any of the above selection criteria to the State's satisfaction will cause their proposal to be considered non-responsive and their proposal will 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.

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: Paul Nakachi
PHONE: 907-465-8446
EMAIL: paul.nakachi@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one original and three copies of their proposal in writing, and one electronic version in CD-ROM or flash drive to the procurement officer in a sealed package. **The cost proposal included with the package must be sealed separately** from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation & Public Facilities
Statewide Contracting & Procurement
Attention: Paul Nakachi
Request for Proposal (RFP) Number: **2519S053**

RFP Title: **AMHS SALVAGE AND MARINE FIREFIGHTING**

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

PO Box 112500
Juneau, AK 99811-2500

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

3132 Channel Drive
Room 350
Juneau, AK 99801-3134

IMPORTANT NOTE: There is no true overnight express mail or courier delivery to Juneau, Alaska. Due to weather, scheduling, and location, all expedited mail services take at least 2 nights. This is true for USPS and other courier vendors as well such as Federal Express.

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 & 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 that apply to the proposal, the evaluation, or the contract.

(f) BID BOND - PERFORMANCE BOND - SURETY DEPOSIT

Not applicable to this project.

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 | April 16, 2019 |
| • Questions Due | April 24, 2019 |
| • Deadline for Receipt of Proposals | May 8, 2019 |
| • Proposal Evaluation Committee complete evaluation by | May 17, 2019 |
| • State of Alaska issues Notice of Intent to Award a Contract | May 20, 2019 |
| • State of Alaska issues contract | June 1, 2019 |

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

SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held. Offerors must submit their questions in writing to:

paul.nakachi@alaska.gov

Questions must be submitted by close of business on April 24, 2019.

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 project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska (SOA), Department of Transportation & Public Facilities (DOT&PF) operates the Alaska Marine Highway System (AMHS). (The) AMHS is part of the State highway infrastructure, transporting people and vehicles via Marine Vessels. The Alaska Marine Highway System provides year round passenger and vehicle travel to thirty-six (36) locations along the Alaska Marine Highway with ten (10) vessels currently in the fleet. This number is expected to fluctuate as AMHS optimizes operations over the next several years. Currently, AMHS's terminal points are Bellingham, Washington and Dutch Harbor, Alaska, ranging from Washington through Southeast Alaska, the Gulf of Alaska and continuing along the 1,000 mile stretch of the Aleutian Chain to the Bering Sea. Information regarding the vessels and routes is available at the AMHS web site at the following link:

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

At any given time, vessels may be on their designated routes, changing routes, in layup status or in transport to shipyards in Alaska and the contiguous U.S.

AMHS is required by the Coast Guard under 33 CFR Subpart J §155.5010-155.5075, to have contracts in place for salvage, emergency lightering and marine firefighting services. It is further required that contractors for these services have Funding Agreements in place with vessel owners to ensure prompt deployment for and mitigation of potential spills. Under 33 CFR Subpart I §155.5035, AMHS must also have a contractor identified in a Vessel Response Plan for each applicable vessel as being the primary provider of these services. Finally, AMHS is required to conduct response exercises by the Alaska Department of Environmental Conservation for compliance measurement and pursuant to 33 CFR §155.5060.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Contractor will provide the following services:

1. Perform as salvor for vessels of the AMHS fleet;
2. Provide salvage, emergency lightering, and marine firefighting services and respond to actual and potential incidents including Worst Case Discharge (WCD) events;
3. Identify as the primary resource provider for AMHS in its Coast Guard Vessel Response Plans;
4. Provide and maintain signed Funding Agreement for the duration of the contract including any optional renewal periods;
5. Participate in training exercises, to ensure the AMHS maintains both State and Federal compliance.

AMHS Vessels and Fuel Capacity

Vessel	Fuel and Oil Capacity
1. Columbia	>2,500 barrels
2. Kennicott	>2,500 barrels
3. Malaspina	>2,500 barrels
4. Matanuska	>2,500 barrels
5. Aurora	<2,500 barrels
6. Chenega	<2,500 barrels
7. Fairweather	<2,500 barrels
8. Hubbard	<2,500 barrels
9. LeConte	<2,500 barrels
10. Tazlina	<2,500 barrels
11. Tustemena	<2,500 barrels
12. Lituya	<250 barrels

(See Attachment 2 for detailed vessel information).

The Captain of the Port (COPT) zones commonly served by these vessels include:

1. Southeast Alaska,
2. Western Alaska,
3. Prince William Sound, and
4. Puget Sound, WA

IMPORTANT NOTE: This contract does not cover pollution/spill cleanup other than immediate containment/abatement as part of incident response and this scope of work.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately June 1, 2019, through May 31, 2020 with six (6) one (1) year renewal options to be exercised 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. 3.03 DELIVERABLES AND PERFORMANCE REQUIREMENTS

DELIVERABLES

The Contractor will be required to provide the following deliverables:

1. Provide salvage, marine firefighting services and emergency firefighting services to specified vessels of the AMHS fleet pursuant to 33 CFR Subpart I, responding to a notification of incident within the response times as listed in 33 CFR Table 155.4030(b), Table 155.4040(c), and defined in 33 CFR §155.4030 and 155.4040.
2. Written consent to be listed in any AMHS Vessel Response Plan (VRP) as the primary resource provider for all salvage and marine firefighting services and resources.
3. Provide a Funding Agreement which adheres to the requirements of 33 CFR Subpart I. The agreement must be signed by both parties and shall either be incorporated into the contract or exist as a separate document.
4. Conduct and participate in exercises in accordance with 33 CFR §155.4052 and comply with the National Preparedness for Response Exercise Program Guidelines or an alternate program which meets the requirements of 33 CFR §155.1060(a), and has been approved under 33 CFR §155.1065.

PERFORMANCE REQUIREMENTS

The Contractor shall, for the duration of the contract:

1. Upon notification of an incident requiring salvage and/or firefighting response be capable of providing, and commit to providing, the services listed in 33 CFR §155.4030(a) through (h) within any of the navigable waters of the United States listed in this section as well as the OCONUS region between Alaska and the state of Washington at the rates defined in the offerors cost proposal.
2. Provide ships, tugs, and other craft that may be required in event of salvage, towing, wreck removal, harbor clearance, fire-fighting, and/or pollution/spill control, containment, and abatement.
3. Maintain personnel of suitable skill and experience to perform the services listed in 33 CFR §155.4030(a) through (h).
4. Maintain inventory of material and equipment of suitable type and in reasonable quantity.
5. Maintain compliance with any applicable provision or requirement of 33 CFR §155.4010 through § 155.4055 not specifically listed in this scope of work as well as keeping current on all applicable federal regulations as they pertain to performance of services identified in 3.01. Contractor must notify the DOT&PF Project Manager in writing of any significant changes or regulations that would potentially impact performance of services or compliance.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price with price adjustment contract.

SEC. 3.05 PRICE ADJUSTMENTS

Daily rates for Personnel, Vessels, and Equipment will remain firm through May 31, 2020. Annually the contractor may request a price adjustment. The contractor must request price adjustments, in writing, 30 days prior to the contract renewal date. If a contractor fails to request a price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives and approves their written request. Markup rate will remain fixed. Annual retainer fees, if applicable, will remain fixed through the term of the contract with exception to changes in fleet size per Section 3.19 Vessel Additions and Deletions. No retroactive contract price adjustments will be allowed.

Consumer Price Index (CPI):

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, CPI-All Urban Consumers, All Items, Urban Alaska Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average July through December 2018; and each July through December six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

SEC. 3.06 PROPOSED PAYMENT PROCEDURES

The state will pay for annual retainer fees and other allowed administrative costs within 30 calendar days of receipt of invoices and pending the approval of the Project Manager. For the as-needed services, the State reserves the right to pay through its regular pay mechanisms or utilize any payment instrument contained in a Funding Agreement. In all cases, invoices for services provided will be sent directly to the Project Manager.

SEC. 3.07 PROMPT PAYMENT FOR STATE PURCHASES (NOT USED)

SEC. 3.08 CONTRACT PAYMENT

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

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

SEC. 3.09 LOCATION OF WORK

Work is expected to be performed primarily at the contractor's headquarters and within the navigable waters of the United States on AMHS vessels or in close proximity, which includes occasional open sea crossings from Alaska to Washington State.

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 except where AS 36.30.850(b)(30) applies: "Contracts that are to be performed in an area outside the country and that require knowledge of the customs, procedures, rules, or laws of the area" (see also AAM 81.015).

If the offeror cannot certify that all work will be performed in the United States under routine performance of this contract, 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

For salvage and marine firefighting work outside the U.S., AS 36.30.850(b)(30) shall apply, meaning no waiver is required.

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS (NOT USED)

SEC. 3.11 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.

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;
- 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.

SEC. 3.12 JOINT VENTURES (NOT USED)

SEC. 3.13 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.14 F.O.B. POINT

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

SEC. 3.15 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 director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.16 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. 3.17 LIQUIDATED DAMAGES (NOT USED)

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the 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 & Public Facilities or the Commissioner's designee.

SEC. 3.19 CONTRACT CHANGES - ANTICIPATED

Vessels may be added to or permanently removed from services during the contract by written notice to the contractor. Retainer fee pricing shall be governed by original contract rate, including discounts based on fleet size. Changes to fleet

size that would result in a pricing change must be submitted in writing. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

Only vessels requiring coverage for more than six months in a yearly billing cycle shall incur a retainer fee.

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 & Public Facilities or the Commissioner's designee.

SEC. 3.20 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 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.

SEC. 3.21 INSURANCE REQUIREMENTS

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

The successful offeror and its subcontractors 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.

SEC. 3.22 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 4. 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. Offeror's should note that narrative descriptions and supporting documentation submitted in proposals will be used for determining responsiveness and for ranking purposes, additional documentation may be requested as necessary to ultimately determine a responsible offer.

SEC. 4.02 INTRODUCTION

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and relevant requirements of 33 CFR 155 Subpart I.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ that accomplishes the scope of work and meets Coast Guard requirements. Offerors must describe to what extent they possess or have knowledge of any equipment, materials, techniques and methods to be used under full performance of the scope of work.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow, illustrating how the plan will serve to accomplish the scope of work. The management plan should clearly demonstrate the ability to leverage resources necessary to accomplish the work and to meet Coast Guard requirements.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide comprehensive narrative descriptions addressing each of the selection criteria detailed in Section 1.04 of this RFP and 33 CFR §155.4050 (b). Provide specific examples of salvage, emergency lightering, and marine firefighting services you have provided in the past, particularly any services provided in marine environments similar to those typically frequented by AMHS vessels.

In support of these narrative descriptions, offerors should provide letters of reference from firms who have fully utilized the types of services described in this RFP if available. Resumes and documentation must be provided in support of Sec.

1.04 (4) as well as any labor categories in the Cost Proposal requiring advanced degrees and certification (e.g. Salvage Master, Naval Architect, etc.). In addition, offerors should provide copies of documents showing membership in any relevant national or international organizations.

SEC. 4.07 COST PROPOSAL

Cost proposals must be submitted in the form provided in Attachment 1 – *Cost Proposal* of this RFP. Offeror shall follow the Cost Proposal’s instructions and bid fully loaded daily rates for each piece of equipment, vessel, and personnel listed. Fully loaded hourly rates are defined in this RFP as inclusive of but not limited to direct payroll burden, overhead, fixed fee or profit as well as any direct and indirect costs associated with performance of this contract. Offeror shall bid, if applicable, an annual retainer fee for each vessel listed. Offeror shall list a markup rate for any deliverable materials or other direct costs not covered by *Attachment 1 – Cost Proposal*. Submit only one Cost Proposal in a separate, sealed envelope.

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 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

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 demonstrated a thorough understanding of the challenges of the AMHS operating environment?
- 3) How well has the offeror demonstrated a thorough understanding of pertinent aspects of CFR Subparts I (33 CFR §155.4010-155.4055) and J (33 CFR §155.5010-155.5075)?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

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

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well does the management plan illustrate the lines of authority and communication?
- 3) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 4) Does it appear that the offeror can meet the response times as listed in 33 C.F.R. Table 155.4030(b), Table 155.4040(c), and defined in 33 C.F.R. §155.4030 and §155.4040?
- 4) To what degree is the proposal practical and feasible? Does it clearly refer to meeting requirements of applicable sections of CFR Subparts I (33 CFR §155.4010-155.4055) and J (33 CFR §155.5010-155.5075)?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

- 1) Questions regarding the personnel:*

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

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

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

SEC. 5.05 CONTRACT COST (40 %)

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 3.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10 %)

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 6. 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 Juneau, Alaska at DOT&PF Headquarters. The offeror will be responsible for their own 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;
- 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

(a) 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 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$42,750 cost of Offeror #2's proposal = 37.4

Offeror #3 receives 33.7 points.

\$40,000 lowest cost x 40 maximum points for cost = 1,600,000 ÷ \$47,500 cost of Offeror #3's proposal = 33.7

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

100 Total Points Available in RFP x 10% Alaska offerors preference = 10 Points for the Preference

STEP 2

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 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form (Exhibit B). This form is attached in **SECTION 8. EXHIBITS AND ATTACHMENTS** 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: <https://www.state.gov/j/tip/rls/tiprpt/2018/282584.htm>

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 8. ATTACHMENTS

SEC. 8.01 EXHIBITS AND ATTACHMENTS

EXHIBITS

Exhibit A	Proposal Evaluation Form
Exhibit B	Standard Contract Form with Appendix A
Exhibit C	Insurance Requirements-Appendix B1
Exhibit D	Notice of Intent to Award a Contract

ATTACHMENTS

Attachment 1	Cost Proposal Form
Attachment 2	Vessel Information
Attachment 3	Checklist

EXHIBIT A: PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2519S053

EVALUATION CRITERIA AND SCORING

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

5.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 5 Points

100 Points x 10 Percent = 10 Points

Proposals will be evaluated against the questions set out below.

1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

NOTES:

2) How well has the offeror demonstrated a thorough understanding of the challenges of the AMHS operating environment?

NOTES:

3) How well has the offeror demonstrated a thorough understanding of pertinent aspects of CFR Subparts I (33 CFR §155.4010-155.4055) and J (33 CFR §155.5010-155.5075)?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.01: _____

5.02 Methodology Used for the Project—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 15 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES:

- 2) How well does the methodology match and achieve the objectives set out in the RFP. Does it adequately address meeting Coast Guard requirements?

NOTES:

- 3) To what extent does the offeror possess or have knowledge of any equipment, materials, techniques and methods to be used under full performance of the scope of work?

NOTES:

5.03 Management Plan for the Project—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 10 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

NOTES:

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

NOTES:

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

NOTES:

- 4) How well does it appear that the offeror can meet the response times as listed in 33 C.F.R. Table 155.4030(b), Table 155.4040(c), and defined in 33 CFR §155.4030 and §155.4040?

NOTES:

- 5) To what degree is the proposal practical and feasible? Does it clearly refer to meeting requirements of applicable sections of CFR Subparts I (33 CFR §155.4010-155.4055) and J (33 CFR §155.5010-155.5075)?

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.03: _____

5.04 Experience and Qualifications—15 Percent

Maximum Point Value for this Section - 15 Points

100 Points x 30 Percent = 15 Points

Proposals will be evaluated against the questions set out below.

1) Questions regarding the personnel:

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

NOTES:

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

NOTES:

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

NOTES:

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

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

NOTES:

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

NOTES:

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

NOTES:

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

NOTES:

EVALUATOR'S POINT TOTAL FOR 5.04: _____

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.05 Contract Cost — 40 PERCENT

Maximum Point Value for this Section — 40 Points

100 Points x 40 PERCENT = 40 Points

Overall, a minimum of **40** 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**.

Cost evaluation will be completed by the Procurement Officer of record.

5.06 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

Preference evaluation will be completed by the Procurement Officer of record.

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.			
ARTICLE 2. Performance of Contract:			
Appendix A (General Conditions), Items 1 through 18, govern contract performance.			
Appendix B sets forth the liability and insurance provisions of this contract.			
Appendix C sets forth the scope of work/services to be performed by the contractor.			
Appendix D sets forth contractor's compensation.			
ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and			
ends _____.			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

SCF.DOC (Rev.04/14)

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 seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.
11. **Officials Not to Benefit:**
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
12. **Contract Prices:**
Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.
13. **Contract Funding:**
Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
14. **Force Majeure:**
The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

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

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 \$1,000,000 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 Protection and Indemnity (Including pollution): covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$25,000,000 combined single limit per occurrence.

2.5 Non-Owned Aircraft Coverage: Contractor shall maintain Aircraft Liability with limits of not less than 3,000,000 per occurrence and \$300,000 per seat for passengers. The policy must include the State of Alaska, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.

2.6 Marine General Liability: Contractor shall maintain a marine general liability policy with limits of at least \$25,000,000.

2.7 Ship Repair Endorsement: Contractor shall maintain a ship repair endorsement on their marine general liability insurance to protect against property damage to watercraft in care.

2.8 Salvor Endorsement: Contractor shall maintain a salvor endorsement on their marine general liability insurance.

State of Alaska
Department of Transportation & Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
(3132 Channel Drive, Suite 350)
Juneau, AK 99811-2500
Phone: (907) 465-8446 FAX: (907) 465-3124

NOTICE OF INTENT TO AWARD A CONTRACT

Date:	
RE:	RFP 2519S053
Subject:	AMHS Salvage and Marine Firefighting
Procurement Officer:	Paul Nakachi

This is notice of the state's intent to award a contract. A tabulation of the offers received, listed in the order of ranking, appears below. An offeror who wishes to protest this Notice of Intent must file a protest within ten (10) calendar days following the date this Notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day.

Protests must comply with the requirements of AS 36.30.560:

AS 36.30.560. FILING OF A PROTEST.

An interested party may protest the award of a contract, the proposed award of a contract, or a solicitation for supplies, services, professional services, or construction by an agency. The protest shall be filed with the procurement officer of the contracting agency in writing and include the following information:

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

The offeror identified here as having submitted the most advantageous offer (highest ranked), is instructed not to proceed until a Contract, Notice of Award, or Notice to Proceed is received from the state. A company or person who proceeds prior to receipt of a Contract Notice of Award, or Notice to Proceed does so without a contract and at their own risk. AS 36.30.365.

Highest Ranked Offer:

Other Offers Received: