



**STATE OF ALASKA**  
**Department of Environmental Conservation**  
**Division of Spill Prevention and Response**  
**555 Cordova St.**  
**Anchorage, Alaska 99501**

## **Request for Proposals**

**RFP 2014-1800-2282**

**Date of Issue: April 2, 2014**

### **Engineering & Technical Assistance for Marine Vessels & Infrastructure Related to Offshore Oil Platforms**

The Department of Environmental Conservation, Division of Spill Prevention and Response is soliciting proposals for professional engineering consultation services for marine vessels and oil and gas facilities related to offshore oil platforms.

**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.

**Sonja Love-Hestnes**  
**Procurement Officer**  
**Department of Environmental Conservation**

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## SECTION ONE INTRODUCTION AND INSTRUCTIONS

### 1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit four (4) hard copies; one (1) original and three copies and one CD of their proposal, in writing, to the procurement officer in a sealed package. The sealed proposal package(s) must be addressed as follows:

**Department of Environmental Conservation  
Division of Spill Prevention and Response  
Attention: Sonja Love-Hestnes  
Request for Proposal (RFP) Number: 2014-1800-2282  
Project name: Engineering & Technical Assistance for Marine Vessels &  
Infrastructure Related to Offshore Oil Platforms  
555 Cordova St.  
Anchorage, Alaska, 99501**

Proposals must be received no later than **1:30 P.M., Alaska Time on April 25, 2014**. Faxed, emailed or oral proposals are not acceptable.

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

PROCUREMENT OFFICER:

**Sonja Love-Hestnes** – 555 Cordova Street, Anchorage, Alaska 99501  
PHONE **907-269-3090** – FAX **907-269-3061**

TDD/TYY Relay Service: **(907) 770-8973** or 7-11-[from anywhere inside Alaska]  
TDD/TYY Relay Service: (800) 770-8255 dial TOLL FREE from anywhere outside the State of Alaska  
Other Alaska Relay Telephonic Accessibility Information: [www.AlaskaRelay.com](http://www.AlaskaRelay.com)

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 (10) days prior to the deadline of receipt of proposals.

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

## 1.02 Contract Term and Work Schedule

The contract term and work 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 due date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, approximately ***July 1, 2014 through June 30, 2015, with four options to renew***

The approximate contract schedule is as follows:

Issue RFP ***April 2, 2014:***

- Deadline To Submit Written Questions ***1:30 p.m. April 15, 2014,***
- Response To Written Questions ***April 17, 2014***
- ***Deadline for Receipt of Proposals 1:30 p.m. April 25, 2014***
- Proposal Evaluation Committee complete evaluation by ***May 2, 2014,***
- State of Alaska issues Notice of Intent to Award a Contract ***May 9, 2014,***
- State of Alaska issues contract ***May 20, 2014,***
- Contract start ***July 1, 2014,***

## 1.03 Purpose of the RFP

The Department of Environmental Conservation, Division of Spill Prevention and Response is soliciting proposals for professional engineering consultation services for marine vessels and oil and gas facilities related to offshore oil platforms.

Services procured under this contract will be in accordance with technical requirements within the Oil and Other Hazardous Substances Pollution Control regulations (18 AAC 75).

The State intends to award one contract from this RFP.

## 1.04 Budget

Maximum budget over the life of this contract will not exceed \$3 million. This amount will be based upon funding availability.

## **1.05 Location of Work**

Work to be performed will primarily be in Anchorage, Alaska, but may include other remote locations around the State, to include the North Slope.

The State will not provide workspace for the contractor.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors must 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 this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

## **1.06 Human Trafficking**

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

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

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

## 1.07 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.

TDD/TYY Relay Service: **(907) 770-8973** or 7-11-[from anywhere inside Alaska]

TDD/TYY Relay Service: (800) 770-8255 dial TOLL FREE from anywhere outside the State of Alaska

Other Alaska Relay Telephonic Accessibility Information: [www.AlaskaRelay.com](http://www.AlaskaRelay.com)

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 (10) days prior to the deadline of receipt of proposals.

## 1.08 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 proposal due date. This will allow 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 time set for proposal due date..

## 1.09 Questions Received Prior to Due Date of Proposals

All questions must be in writing and directed to the Procurement Officer: All questions must be received by the Procurement Officer by **1:30 p.m., April 15, 2014**. The State's written response to all questions collectively will be posted on the Online Public Notice on the State of Alaska Web site. It is the responsibility of offerors to refer to the Online Public Notice.

[sonja.love-hestnes@alaska.gov](mailto:sonja.love-hestnes@alaska.gov)

Department of Environmental Conservation  
Division of Administrative Services  
Sonja Love-Hestnes  
555 Cordova  
Anchorage, Alaska 99501  
Phone: (907) 269-3090  
Fax: (907) 269-3061

If a problem or discrepancy is found, request clarification in writing. Submit written comments to the Procurement Officer. Substantive issues will be addressed in an amendment.

## **1.10 Amendments**

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.

## **1.11 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.

## **1.12 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 will be rejected.**

### **1.13 State Not Responsible for Preparation Costs**

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

### **1.14 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. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

### **1.15 Subcontractors**

Subcontractors may be used to perform *project work* under this contract. However, subcontractors cannot be used in order for the prime contractor (offeror) to meet minimum requirements of this RFP. See Section 2.08.

### **1.16 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principals involved and their rights and responsibilities regarding performance and payment. Both or all entities must stand alone and be fully qualified for the task(s) of their expertise.

### **1.17 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.

## 1.18 Conflict of Interest

Each proposal must 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 Environmental Conservation or the Commissioner's designee 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 or Commissioner's designee's determination regarding any questions of conflict of interest will be final.

## 1.19 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.

## **1.20 Solicitation Advertising**

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

## **1.21 News Releases**

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

## **1.22 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.

## **1.23 Disputes**

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

## **1.24 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.

## **1.25 Federal Requirements**

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

## SECTION TWO STANDARD PROPOSAL INFORMATION

### 2.01 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 bid due date.

### 2.02 Pre-proposal Conference

There will **not** be a pre-proposal conference. Questions with regard to this RFP must be submitted via email to the Procurement Officer identified in Section 1.01 by **1:30 p.m. on April 15, 2014**. The State's written response to all questions collectively will be posted on the Online Public Notice on the State of Alaska Web site. It is the responsibility of offerors to refer to the Online Public Notice.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

### 2.03 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.

### 2.04 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.

### 2.05 Supplemental Terms and Conditions

Proposals must comply with Section **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.

## **2.06 Clarification of Offers**

In order to determine if a proposal is qualified 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.

## **2.07 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 qualified 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 re-evaluated 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 may 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.

## 2.08 Prior Experience/ Minimum Requirements

In order to be considered responsive, offerors must meet the following minimum requirements.

1. All requirements of Appendix B2
2. **The Firm's experience must consist of a minimum of fifteen completed projects with tasks similar in scope and detail representative of the tasks listed in Section 5.01. Responses must be organized as described in Section 6.07 and include project dates, a brief project description, and project contact information including email and phone numbers. If submitting a proposal as a joint venture, the offerors must stand alone and be fully qualified for the task(s) of their expertise.**
3. Engineering staff must be registered as professional engineer(s) in the State of Alaska where the need to do so has been identified in Section 6.06.

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

## 2.09 Evaluation of Proposals

An evaluation committee (PEC) made up of at least three State employees, or public officials, will evaluate proposals. At least one evaluator shall be a professional engineer licensed in the State of Alaska. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP.

## 2.10 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.

## 2.11 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, P. O. 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 affidavit 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.

## 2.12 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/policy.html>

**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 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.

**2.13 5 Percent Alaska Bidder Preference**

**AS 36.30.321(a), AS 36.30.990[25], & 2 AAC 12.260**

An Alaska Bidder Preference of five percent will be applied prior to evaluation. 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 Affidavit**

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 affidavit 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 affidavit 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.

## **2.14 5 Percent Alaska Veteran Preference**

### **AS 36.30.321(f)**

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.990[25] 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 Affidavit**

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.

## **2.15 Formula Used to Convert Cost to Points**

### **AS 36.30.250 & 2 AAC 12.260**

Cost will not be an evaluation criterion for this RFP in accordance with Article 3 of AS 36.30 for services performed by Architects, Engineers or Land Surveyors.

## **2.16 Alaska Offeror Preference**

### **AS 36.30.321 & 2 AAC 12.260**

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990[25], are eligible for the

preference. Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### EXAMPLE

#### Alaska Offeror Preference

#### [STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

#### Total number of points available - 100 Points

$$\begin{array}{rcccl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

#### [STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror 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. Their scores at this point are:

*Offeror #1 - 89 points*  
*Offeror #2 - 80 points*  
*Offeror #3 - 88 points*

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

*Offeror #1 - **89 points***  
*Offeror #2 - **90 points***  
*Offeror #3 - **98 points***

Offeror #3 is awarded the contract.

## 2.17 Contract Negotiation

**2 AAC 12.315 CONTRACT NEGOTIATIONS** After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, must be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or

fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Small Conference Room on the 1<sup>st</sup> Floor of the ADEC Building at 555 Cordova Street, Anchorage, Alaska, 99501.

The offeror will be responsible for their travel and per diem expenses.

## **2.18 Notice of Intent to Award (NIA) — 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.

## **2.19 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:

- 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."

## SECTION THREE

### STANDARD CONTRACT INFORMATION

#### 3.01 Contract Type

This contract is a **Cost, plus Fixed-Fee** contract. No retainer fee will be paid under any contract awarded under this RFP.

#### 3.02 Contract Approval

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 Environmental Conservation, 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.

The contract resulting from this RFP will be awarded for a period of approximately one year, with the State's option to renew the contract for four (4) additional one-year periods, contingent upon the availability of funding. The initial contract will be from the date of award, approximately July 1, 2014 to June 30, 2015.

Specific amounts to be paid out to a firm will be based on individual projects contracted and completed under a Notice to Proceed (NTP).

#### 3.03 Standard Contract Provisions

The selected contractor will be required to sign and return the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The selected contractor will be required to 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.

#### 3.04 Proposal as a Part of the Contract

Portions of this RFP and the successful proposal will be incorporated into the contract.

### **3.05 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.

### **3.06 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 B2**, 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 B2** must be set out in the offeror's proposal.

### **3.07 Contract Funding**

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

### **3.08 Contract Payment**

No payment will be made until the contract is approved by the Commissioner of the Department of Environmental Conservation or the Commissioner's designate.

Billing rates will be negotiated with the firm that is selected. Negotiated rates will be used during the course of each year for all labor costs. Rates may be re-negotiated on a yearly basis and an amendment to the contract will be established accordingly.

The State is not responsible for any work done, nor will the State pay for any work done by the contractor, even work done in good faith, if it occurs prior to the approval of this contract. Payment for the individual projects will be paid upon approval of Invoice Summaries, accompanied by items mentioned in section 3.10 and as described in Appendix D.

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.

**No payment will be made for work completed outside the terms of, or without the issuance of a fully executed, completely signed NTP.**

### **3.09 Proposed Payment Procedures**

Compensation will be made in accordance with the following conditions and terms:

1. Contractor will invoice the ADEC on a monthly basis. Invoices will be based on services completed in the month prior. The ADEC will endeavor to make payment for services within a thirty day period after the Contract Manager has received a complete and accurate pay request, with all required supporting documents.
2. Labor, equipment, and overhead rates will be submitted by the firm with Project RFPs. Payment of invoices for each project will be based on the labor, equipment, and overhead rates listed and agreed to by the firm and project director. Per diem will be charged equivalent to State GGU, which is currently \$60.00 per day.
3. The firm will provide monthly billings of expenditures and services which may include: a breakdown of costs for personnel showing their original, complete time sheets and field activity reports; receipts for all expenditures including equipment, materials, subcontracts, lodging, or other incidental expenses;

A listing of current employees by name with their project title, or classification, hourly rate and billing rate must accompany each monthly billing. Provide a cover letter with each monthly billing that briefly describes tasks performed for which payment is requested.

An Invoice Summary must be provided that itemizes each cost and provides totals. Costs must be organized into three categories: 1) Labor and Indirect Overhead; 2) Expenses; and 3) Fixed Fee.

4. Invoices must reference the NTP number, billing period being invoiced, and whether the invoice is an interim billing or a final billing.

5. Invoices are to be mailed to:

Department of Environmental Conservation  
SPAR/Contract Management Section  
555 Cordova Street  
Anchorage, Alaska 99501

6. Final invoices must be received by the Contract Manager no later than 60 days following contract expiration.

7. If total monthly charges do not exceed \$50, an invoice billing will not need to be submitted for that month.
8. Final payment will be made upon receipt of all deliverables.

### **3.10 Specific Project RFPs**

The Contract Manager will issue a project specific Request for Proposal (RFP) to the firm. The Project RFP will provide a scope of work and brief background on the project and will establish the objectives, tasks, deliverables, and response format and schedule. The contractor will respond with a proposal letter and a negotiable cost estimate, which will outline the conceptual approach to complete the project and meet the objectives.

Specific project proposals must contain project staff's name, their job classification/task; base hourly rate; project indirect overhead; expenses, to include sub-contractors; and fixed fee.

### **3.11 Notice To Proceed (NTP)**

A Notice to Proceed (NTP) is a formal document, used to award a project to a contractor. The NTP is based upon the final Scope of Work and cost estimate agreed to by the contractor and the ADEC Contract and Project Managers.

The NTP form and the contractor's proposal, after approval, will set the terms for work to be conducted. The NTP will be signed by the Contract Manager and the contractor. The categories by which cost will be broken out in the NTP include:

- a. Direct labor and indirect overhead;
- b. Reimbursable expenses (to include: material, subcontracted services, travel, per diem, personal protective equipment, copying, analytical, etc.);
- c. Negotiable fixed fee.

No work will commence by the contractor without a signed NTP issued by the Contract Manager at the Issuing Office.

The total cost for a project will not exceed the amount that is authorized in the NTP. If at any time during the performance of the NTP the contractor has reason to believe that a total price to the State will exceed the not-to-exceed amount of the NTP, the contractor will notify the State's Contract Manager, Contract Manager, and Project Manager and provide a justification and an estimate of the additional cost for completion of the project. Similarly, if at any time during the performance of the NTP the State has reason to believe that the work required will exceed the not-to-exceed amount due to a change in conditions, or if additional work will be required, the



State's Contract Manager will advise the contractor and will require subsequent cost estimates from the contractor.

**The State will not be obligated to pay any amount in excess of the not-to-exceed amount set forth in the given NTP.**

If condition changes increase the NTP amount, the contractor will not be obligated to continue performance resulting in charges exceeding the price unless and until the DEC Contract Manager has authorized the increase in writing and a revised NTP has been issued.

Revision of NTPs will be issued when an extension of time is needed to complete the project, or when the scope of work has been modified by the State, which may cause a change in the project costs. The revised NTP order must be signed by both the Contract Manager and the firm's authorized signatory prior to performing any additional work incurring additional cost, or working past the original time limit.

Inability of a firm to follow these procedures will be grounds for dismissal from a project or termination of their contract(s) with the State.

No work will commence by the contractor without a signed NTP issued by the Issuing Office, except under emergency conditions.

### **3.12 Project Subcontractors**

If a proposal with subcontractors is selected for *project work*, 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) 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 and Contract Managers.

If an offeror intends to use subcontractor(s) for a specific project, the State reserves the right to approve or disapprove subcontractors.

The contractor must provide support and guidance to the subcontractor and must assume responsibility for ensuring subcontractor staff are qualified to complete tasks and are properly licensed and insured. The contractor assumes responsibility for subcontractor's compliance to the terms of the term contract and for performance under the respective NTP.

If during the execution of a specific project, the contractor finds it necessary to replace a subcontractor, or at any time subcontractors fail to perform, the State will consider subsequent assignments or replacements, and reserves the right to approve or disapprove the changes.

Prior to the State's issuance of a NTP under this contract, three bids may be required for work subcontracted, with Alaskan firms given a bidder's preference.

Payment for subcontracted work, unless that work is for professional services, may be on a fixed price or time and materials basis. Markup by subcontractor for administration or handling costs under a time and materials subcontract may be required to be negotiated and approved, or disapproved by the Contract Manager prior to issuance of a NTP.

Professional services cannot be billed as a "lump sum" amount. Hourly rates and description of work accomplished along with costs incurred must be invoiced with adequate detail to document the work completed by the subcontractor.

The contractor will pay all accurate and warranted material and labor claims to subcontractors within 30 days of receiving payment for such claims from the State. Failure to do so will be a violation of the term contract and will be subject to termination of the term contract. This will be at the discretion of the Contract Manager.

### **3.13 Project Labor Costs**

Labor costs for personnel working on individual projects will be reimbursed only for travel time and for time actually spent on the job. The billing rates for services will be charged as direct labor costs per hour, multiplied by the indirect overhead factor. Travel time for staff traveling from out of State will not be reimbursed, unless pre-approved by the Contract Manager prior to issuance of a NTP.

The following cost terminology and formulas will be used for the calculation of labor costs.

Billing Rates: The billing rate is the actual rate to be charged to the State per hour for labor categories. The billing rate for each task is calculated by the following formula:

$$\text{Direct Labor Cost} \times (1 + \text{Indirect Overhead Factor})$$

Direct Labor Costs: Base salary paid to employees and directly charged to contracts or projects exclusive of overhead and profit.

Other Direct Costs (Expenses): Pre-approved unit priced items, actual costs for specific subcontracts, and actual costs for the following:

- Transportation (economy rate/air coach)
- Food and lodging (Not to exceed GGU per diem rate or actual if approved by the Contract Manager)
- Incidental travel expenses, if not recovered in the indirect overhead rates,
- Equipment use; and
- Pre-approved direct expenses.

Indirect Overhead Factor: A percentage of expenses incurred for direct labor costs. Indirect overhead factor is used as a basis of compensation for indirect costs. Profit is not included in the factor. This percentage will not exceed the figure derived as follows: The sum of actual and allowable indirect costs (see next definition) incurred by the firm during a base period (usually a fiscal year) divided by the sum of direct labor costs during the same period.

Indirect Costs: Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be pro-rated (allocated) to jobs or contracts using a specified indirect overhead factor. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the firm's accounting system. Generally, indirect costs are segregated into two categories: "General and Administrative Overhead" and "Salary Overhead" (also called fringe benefits or salary burden).

General and administrative expenses include the following items if they are not included in direct costs:

- indirect labor (supervisory, administrative)
- purchase, upkeep and depreciation of equipment/computers
- business insurance premiums
- rent, heat, power, light and janitorial services
- office supplies, communications and reproduction costs
- recruiting expenses
- rentals of office equipment, or computers

Salary overhead is indirect costs which include the following items:

- vacation time and authorized leave
- group and workers compensation insurance
- deferred compensation/retirement plans
- social security and unemployment taxes
- group medical plan and life insurance premiums

Overtime Rate: This rate will be paid only with prior approval from the Contract Manager and only for work done under the contract award. Overtime for Project Managers will not be billable. The maximum increment used to calculate overtime rate will be one and one half times the billing rate (AS 23.10.060). Overtime will be calculated and billed separately as a multiple of base rate and will not be used in combination with the overhead factor in determining billing rate.

Non-Allowable Costs: Compensation for costs of the following items are not allowable, and such costs will not be included as billable Direct or Indirect Costs or in the calculation of the Indirect Overhead Factor;

- interest and other financial costs
- bad debts, fines and penalties
- contributions and donations (including meal tips)
- losses on other contracts and related legal fees
- goodwill
- entertainment, social club memberships
- provisions for contingencies
- income taxes and dividends
- incidental personal expenses, or any costs not directly associated with completion of project related tasks
- expenses incurred outside the time constraints and terms of NTPs.

Computer charges for word processing are not allowed. These costs should be included into the indirect overhead factor.

### **3.14 Material Shipping and Subcontractor Costs**

Other direct costs include actual project expenses including materials, equipment rental, shipping, and subcontractor costs. Such direct costs will be charged as actual costs without markup for administration or handling. Cost plus a percentage of cost contracts are prohibited by law (AS 36.30.370). Materials will be reimbursed to the firms:

At cost, based upon established catalog or invoice price, and/or  
At rates fixed in the respondent's proposals.

Payment for subcontracted work may be on a fixed price or time and materials. Subcontracts for professional services must be at an hourly rate and a "not to exceed" amount. Prior approval of the subcontractor and associated costs and/or rates must be obtained from the DEC Contract Manager. Markup by subcontractors for administration or handling costs, under a time and materials subcontract must also be negotiated and approved prior to issuing a NTP.

The contractor will be reimbursed for lodging and meals away from home not to exceed the State GGU per diem rate (\$60.00/day). Per Diem and travel expenses will not be reimbursed to firms for personnel to travel from outside the State of Alaska to be utilized on a project, unless pre-approved by the Contract Manager prior to issuance of a NTP.

### **3.15 Project Personnel**

Project team members must be identified for each project. Any change of the project team members must be approved, in advance by the Contract Manager. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract. As new personnel are hired by the selected contractors through the course of the contract year, or if personnel leave the employment of the firm, a current list of all employees, who are expected to be utilized for projects, must be submitted to the Contract Manager. The list must contain the individual's name, job task (as they will be utilized on projects), their hourly rate of pay, and their billing rate, with overhead indicated for all. A current personnel list with rates must also be submitted with each monthly pay request.

### **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.

### **3.17 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.

### **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 Environmental Conservation or the Commissioner's designee.

### **3.19 Contract Invalidation**

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

## SECTION FOUR BACKGROUND INFORMATION

### 4.01 Background Information

The Department of Environmental Conservation (Department), Division of Spill Prevention and Response, **Industry Preparedness Program** (IPP) protects public safety, public health and the environment by ensuring that producers, transporters and distributors of crude oil and refined oil products utilize methodologies and industry practices to meet the State's minimum requirements to accomplish that goal.

The Department does not have sufficient resources to accomplish the Marine Engineering tasks stated in Section Five, making it essential to retain resources from the private sector. Term contracts allow DEC to rapidly access the services of companies with particular specialties, in order to protect human health and the environment.

## SECTION FIVE SCOPE OF WORK

### 5.01 Scope of Work

Expertise under this contract may involve work in the engineering tasks listed below.

**Tasks must be identified in your proposals with pertinent background, experience, and qualifications for each.**

#### **Task 1 - Naval Architectural Engineering:**

General - To provide Naval Architectural Engineering, to include:

- The ability to assess vessel stability, design, performance, and operation, as well as sea worthiness and salvage;
- The technical services needed to assist in the event of a marine casualty or potential marine casualty that could impact state waters and lands;
- The ability, knowledge, skills and means to perform inspections and provide defensible, unbiased, expert evaluations and opinions. Contractor may be required to gather information from, and coordinate with, the vessel owner's engineering staff and the U.S. Coast Guard.

Specific:

- a. Provide inspection and integrity assessment of tank ships or tank vessels as defined in 33 CFR; tank ships or tank vessels, used in the transportation of crude oil, and/or of oil products and non-tank vessels as defined by Alaska Statute;
- b. Provide the State technical support in verifying industry compliance with 18 AAC 075 Article 1 and Article 4, CFR part 154.105, and all federal regulations, and regulatory definitions pertaining to tank ships, tank vessels and oil terminal facilities as they may apply;
- c. Provide the State technical support in verifying industry compliance with 18 AAC 075 Article 1 and Article 4, and all federal regulations, and regulatory definitions pertaining to non-tank vessels as they may apply;
- d. Provide authoritative analysis pertaining to Tank Ships and Tank Vessels (post casualty) such as:



- Damaged Vessel structural-integrity-assessment of fuel tanks and other critical spaces on board;
- Vessel and stationary tank sounding;
- Review and provide comments on Emergency Repair Methods and Procedures for Vessels;
- Damaged vessel stability analysis;
- Provide analysis of lightering plans and volume estimations;
- Technical assessment of vessel condition or equipment suitability for moving damaged vessel to a port of refuge or repair facility;
- Technical review for tow vessel or tow equipment suitability;
- Technical support for casualty investigations: assist in the review of information provided by the Responsible Party or developed as part of any investigation undertaken by the State;
- Technical support for spill response equipment analysis

## **Task 2 - Engineering and Evaluation of Marine Structures:**

General - The Contractor must have the ability, knowledge, skills and means to perform the tasks and provide defensible, unbiased, expert evaluations and opinions on the following:

- Review structural integrity reports, assess spill containment and collection features, and evaluate control valve systems related to floating, mobile, and fixed marine platforms used in exploration, productions and storage of oil products, and vessel tank soundings;
- Provide the State technical support in verifying industry compliance with 18 AAC 075 Article 1 and Article 4 and 30 C.F.R. 250, Subpart D (revised July 1, 2010) and Subpart I (revised July 1, 2001 and adopted by reference).

### Specifics:

- a. Review reports from inspections of marine structures (such as offshore platforms) in accordance with the provisions of API RP 2A as specified in 30 CFR 250.912, revised as of July 1, 2001. In addition, provide the State technical recommendations regarding industry best practices with respect to the most current edition of API 2N, ISO 19905-1/2, and ISO 19906;

- b. Assist the Department in evaluating the design/fabrication/installation phases, as applicable, of marine structures. As defined in 18 AAC 75.990 (175), “marine structure” includes any assembly permanently or temporarily attached to the seabed; “marine structure” includes mobile offshore drilling units, prefabricated offshore platforms, and artificial islands;
  - Review inspection reports for fatigue and structure integrity of marine structures, such as offshore platforms, and comment on the inspection results and corrective actions taken;
  - Provide recommendations for proper maintenance, including appropriate surveys levels and frequency, to assure the structural integrity of marine structures as work bases for oil and gas operations;
  - Provide a Certified Verification Agent for peer review of an operator’s compliance with BSEE’s Platform Verification Program.
- c. Provide authoritative analysis pertaining to spill containment and collection features required on floating, mobile, and fixed marine platforms;
- d. Provide authoritative analysis pertaining to closure valves and control systems that perform isolation of pipeline fluids in the event of a discharge or emergency.

## **5.02 Time Schedule and Deliverables**

The ADEC Contract Manager, in conjunction with the ADEC Project Manager will establish schedules for the completion of project-specific tasks. Deliverables and deadlines will be defined through the issuance of a Project RFP and the firm’s proposal at the time each NTP is issued. Deliverables for work will typically include: 1) work plans; 2) written comments from reviewing reports and other documents; 3) draft and final project reports; and 4) written recommendations on how to address specific issues.

Deliverable requirements, such as format and number of copies required, will be specified in each individual project RFP.

Deliverables may typically include, but not limited to:

- Detailed proposed schedule of project milestones for completing tasks;
- Progress reports;
- Reports documenting analysis and recommendations of elements described in Section 5.01;
- Report drafts: As for the Final Reports, all drafts should be edited by a Technical Editor before submission to the department.

- Attend meetings and provide technical review and comments on information presented and written reports of meeting minutes;
- Develop, or assist in developing correspondence.

### **5.03 State Supplied Resources**

The Department will provide access to background information and previous reports that are maintained by the Contract Manager/Project Manager.

### **5.04 Contractor Supplied Resources**

The contractor will be required to supply all personnel and materials deemed necessary and approved by the ADEC Contract and Project Managers to successfully complete the tasks for each project. The selected contractor will designate a project manager and provide support staff, facilities, and administrative capabilities as needed to ensure the successful and efficient accomplishment of each project.

## **SECTION SIX PROPOSAL FORMAT AND CONTENT**

### **6.01 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.

### **6.02 Cover Letter & Proposal**

Cover Letter must include the complete name, physical address, mailing address, and the name, mailing address, and telephone number of the person the State could contact regarding the proposal.

Cover Letter must contain a statement that confirms the firm will comply with all of the provisions in this RFP, and provide notice if the firm qualifies as an Alaskan bidder.

Cover Letter and proposal must be signed by a company officer empowered to bind the company.

Other than one to two-page resumes and five professional references, proposal cannot be over 25 pages, including both sides of a page.

Proposals cannot be in a 3-ring binder.

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

### **6.03 Understanding of the Contract Requirements**

Provide a comprehensive narrative that illustrates the firm's understanding of the requirements of the tasks outlined in Section Five that the offeror is proposing on.

### **6.04 Experience and Qualifications**

Offerors must provide an organization chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate

the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description that identifies each technical, or managerial person who will actually work on the contract and provide the following information about each person listed:

- a. Name;
- b. Position or title and Job task ;
- c. Resume;
- d. Physical day-to-day location /duty station.

Narrative must be provided describing the firm's experience in completing multiple projects, extent of projects completed in Alaska, or seasonally ice-bound, or ice-infested marine environments similar to Alaska and emergency response experience. What portion of work will be completed by someone other than the prime, if any.

## **6.05 Cost Proposal**

Price will not be an evaluation criterion for this RFP in accordance with Article 3 of AS 36.30 for services performed by Architects, Engineers or Land Surveyors.

## **6.06 Labor Task Minimum Qualifications**

Respondents will list names, job task, and provide resumes with education and experience for personnel in labor categories, such as those listed below (examples):

- a. Principal
- b. Project Manager
- c. Corrosion Engineer
- d. Corrosion Specialist
- e. Storage Tank Engineer
- f. Piping Engineer
- g. Geotechnical Engineer
- h. Marine Engineer
- i. Naval Architect
- j. Marine Surveyor
- k. Technical Editor

To qualify for labor categories (d) through (i), individuals must have an adequate level of education, experience, and nationally recognized certifications, as applicable, in the technical field of which the State is seeking, and be registered as a Professional Engineer. An offeror is not compelled to have staff who qualify in these categories, but if an offeror makes claim to staff having any one of the following, those staff must then meet these qualifications, in order to be placed in the respective task. Minimum

qualifications for technical positions follows:

Corrosion Engineer - The corrosion engineer is expected to deal with corrosion related integrity issues. The corrosion engineer needs to be knowledgeable about oil industry standards and recommended practices relating to design, construction, operations, maintenance, and risk management of internal and/or external corrosion control and monitoring systems/methods, such as cathodic protection and inhibition. Relevant standards and practices include, but not limited to, NACE SP0169, NACE RP0193, NACE RP0775 and API-574.

The corrosion engineer is a person who, by reason of thorough knowledge of the physical sciences and the principles of engineering and mathematics acquired through professional education and related practical experience, is qualified to engage in the practice of corrosion control. This level of expertise could be demonstrated by being certified by a nationally recognized corrosion professional organization, such as NACE International, in pertinent fields of discipline, such as cathodic protection or corrosion specialist, and internal corrosion technologist. Alternatively, the corrosion engineer could demonstrate the level of expertise by being a registered engineer with education and experience in corrosion control and/or monitoring.

Corrosion Specialist - The Corrosion Specialist is expected to deal with corrosion related integrity issues. The Corrosion Specialist needs to be knowledgeable about oil industry standards and recommended practices relating to design, construction, operations, maintenance, and risk management of internal and/or external corrosion control and monitoring systems/methods, such as cathodic protection and inhibition. Relevant standards and practices include, but not limited to NACE SP0169, NACE RP 0193, NACE RP 0775 and API-574.

The Corrosion Specialist is a person who, by reason of thorough knowledge of the physical sciences and the principles of engineering and mathematics acquired through professional education and related practical experience, is qualified to engage in the practice of corrosion control. This level of expertise could be demonstrated by being certified by a nationally recognized corrosion professional organization, such as NACE International, in pertinent fields of discipline, such as cathodic protection or corrosion specialist, and internal corrosion technologist.

Aboveground Storage Tank (AST) Engineer - The AST engineer is a registered engineer who is knowledgeable and experienced in the engineering disciplines associated with evaluating mechanical and material characteristics that affect the integrity and reliability of aboveground storage tanks. The AST engineer, by consulting with appropriate specialists, is regarded as a composite of all entities needed to properly assess the technical requirements. The AST engineer must have a minimum of 5 years experience in design, repair, and/or inspection of aboveground storage tanks constructed under industry standards such as API Std 650, API Spec 12 Series, UL 142 or inspected under API Std 653, API RP 12R1, or STI-SP001. A

certification as an API Std 653 Authorized Inspector is desirable.

Piping Engineer - The piping engineer is a registered engineer who is knowledgeable and experienced in the engineering disciplines associated with evaluating mechanical and material characteristics affecting the integrity and reliability of piping components and systems. The piping engineer, by consulting with appropriate specialists, should be regarded as a composite of all entities necessary to properly address a technical requirement. The piping engineer must have a minimum of 5 years experience in design, repair, and/or inspection of piping constructed under industry standards such as ASME-B31 Series, and inspection and repair standards such as API-570 and API-574. A certification as an API 570 Authorized Piping Inspector is desirable.

Geotechnical Engineer - The Geotechnical Engineer is distinguished by their ability and experience in investigating existing subsurface conditions and materials; determining their physical/mechanical and chemical properties that are relevant to the project considered, assessing risks posed by site conditions; designing earthworks and structure foundations; and monitoring site conditions, earthwork and foundation construction. A Geotechnical Engineer must have experience in conducting technical investigations, producing reports, and have a minimum of five (5) years technical experience. They must have at least a Bachelor's Degree in Civil/Geotechnical Engineering from an accredited university or college and have a Professional Engineer License in Alaska with arctic engineering experience.

Marine Engineer - Marine engineer is distinguished by their ability to design, operate, maintain, and repair the mechanical systems of ships. A Marine Engineer must have experience dealing with propulsion, auxiliary power machinery, and other equipment needed to run a ship, as well as equipment such as pumps, engines, gears, heaters, or deck machinery. They must have a United States Coast Guard Engineer's License for vessels that transport petroleum products and those that operate in arctic waters.

Marine Surveyor - The Marine Surveyor is expected to perform ship safety surveys for defects that may result in adverse impacts on life or the environment. The Marine Surveyor may be asked to examine a ships' cargo or onboard conditions such as fuel quality; investigate accidents at sea (e.g., oil spillages or failure of machinery or structures which are not considered to be critical); and prepare accident reports for regulatory purposes, and conduct draught surveys to analyze how much cargo has been lost or gained.

The Marine Surveyor is a person who, by reason of education and experience, has been accepted as an Accredited Marine Surveyor (AMS) by the Society of Accredited Marine Surveyors, Inc.® (SAMS) or a Certified Marine Surveyor (NAMSGlobal-CMS) by the National Association of Marine Surveyors®. Specialties in Tug & Barge, Fishing Vessels, Hull & Machinery, and Cargo are desirable attributes for Marine Surveyors for the purpose of this RFP.

Naval Architect - A naval architect is an engineer who is responsible for the design, construction, and/or repair of ships, boats, other marine vessels, and offshore structures, both commercial and military, including merchant ships, ferries, drilling platforms, workboats, and yachts. The Naval Architect must have experience in predicting the performance of a marine vehicle using tools to evaluate static stability, dynamic stability, maneuverability, powering and structural analysis.

## **6.07 Firm's Experience/ Expertise**

The contractor must describe the firm's experience and expertise in regard to Tasks 1 and 2 as described in Section Five. The descriptions are required to be organized specific to the respective tasks. In addition, emphasize the extent of related projects having been completed by your firm in Alaska, or in seasonally-ice-bound or ice-infested marine environments similar to Alaska.

**Offerors must meet minimum requirements of section 2.08 to be considered responsive.**

## **6.08 Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section Seven.

An evaluation will 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.

Proposals will be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposal, in order to eliminate and prevent discrimination in State contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.



## **SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION**

THE MAXIMUM NUMBER OF POINTS USED  
TO EVALUATE THIS PROPOSAL IS 99  
90 Scored Points plus 9 (10%) for the Alaska Offeror's Preference

### **7.01 Understanding of the Contract Requirements (10 Points)**

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the contract requirements? (10)

### **7.02 Staff Experience and Qualifications (40 Points)**

- [a] To what extent do the individuals assigned to the contract have experience performing tasks, as listed in Section Five, in Alaska, or elsewhere in climatic conditions similar to Alaska? (15)
- [b] Do resumes demonstrate that staffs have appropriate education and experience for the various tasks to be performed under this RFP? (20)
- [c] Are staff multi-functional, or disciplined in one area? (5)

### **7.03 Firm's Ability, Experience (40 Points)**

- [a] Has the firm demonstrated sufficient experience in satisfactorily performing the type of work described in Section Five?

Task 1 Naval Architectural Engineering (10 )

Task 2 Engineering & Evaluation of Marine Structures (10)

- [b] Does the proposal include specific examples of projects the firm has completed in ice-bound or ice-infested marine environments such as those listed in section 5.01?

Task 1 Naval Architectural Engineering (10 )

Task 2 Engineering & Evaluation of Marine Structures (10)

### **7.04 Alaska Offeror's Preference (9 points)**

If an offeror qualifies for the Alaskan Bidder Preference, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available

scored points. This amount will be added to the overall evaluation score of each Alaskan offeror. (9)

## **7.05 Contract Cost**

Cost will not be an evaluation criterion for this RFP in accordance with Article 3 of AS 36.30 for services performed by Architects, Engineers or Land Surveyors.

## **SECTION EIGHT ATTACHMENTS**

### **8.01 Attachments**

#### ***Attachments***

1. Valid Alaska Business License Proof
2. Alaska Bidder's Certification
3. Standard Agreement Form
4. Appendix A
5. Appendix B2
6. Proposal Evaluation Form
7. Notice of Intent to Award (Example only)
8. Notice to Proceed (Example only)
9. Checklist

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**Attachment #1**  
**VALID ALASKA BUSINESS LICENSE PROOF**

In order to establish bidder/proposer responsibility and award of a contract, the respondent must submit evidence of a valid Alaska Business License for the prime contractor, partners, and if a joint venture, all parties to the joint venture.

Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (1) Copy of the Alaska Business License.
- (2) Certification below that the bidder/proposer has a valid Alaska Business License.
- (3) A canceled check for the Alaska Business License fee.
- (4) A copy of the Alaska Business License application with a receipt stamp from the State's business license office.
- (5) A sworn notarized affidavit that the bidder/proposer has applied and paid for the Alaska Business License.
- (6) Other form of evidence acceptable to the Department of Law.

Does your business possess a valid Alaska Business License?

☐ Yes      ☐ No

Name of Company as shown on Alaska Business License

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Person

\_\_\_\_\_  
Business Tax ID Number

\_\_\_\_\_  
Printed Name of Person Submitting Bid

\_\_\_\_\_  
Telephone Number

(or) attach one of the acceptable Alaska business License Number forms of evidence

**Attachment #2**

**CERTIFICATE OF QUALIFICATIONS FOR  
THE ALASKA BIDDER PREFERENCE  
(AS 36.30.170(B))**

In response to DOA # \_\_\_\_\_ (response to an RFP).

OR

In response to bid # \_\_\_\_\_ (response to ITB).

I certify under penalty of perjury that \_\_\_\_\_.  
(Business Name)

1. holds a current valid Alaska business license (a copy must be attached);
2. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license;
3. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
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 organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 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) to (4) of this subsection.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Tax ID Number

\_\_\_\_\_  
Telephone Number

**NOTE: This "Certificate of Qualification" must accompany your proposal or bid in order to ensure that the Alaska Bidder Preference is applied to your proposal or bid during the evaluation process.**

**Attachment #3**  
**STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES**

|   |                            |  |                                       |
|---|----------------------------|--|---------------------------------------|
| 1. Agency Contract Number   | 2. DGS Solicitation Number | 3. Financial Coding  | 4. Agency Assigned Encumbrance Number |
| 5. Vendor Number  | 6. Project/Case Number     | 7. Alaska Business License Number  |                                       |
| <b>This contract is between the State of Alaska,</b>  |                            |  |                                       |
| 8. Department of  | Division                   | hereafter the State, and   |                                       |
| 9. Contractor   |                            |  |                                       |
| Mailing Address   | Street or P.O. Box         | City   | State ZIP+4                           |
| 10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.<br><b>ARTICLE 2. Performance of Service:</b><br>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.<br>2.2 Appendix B sets forth the liability and insurance provisions of this contract.<br>2.3 Appendix C sets forth the services to be performed by the contractor.<br><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, |                            |  |                                       |
| 11. Department of   | Attention: Division of     |  |                                       |
| Mailing Address   | Attention:                 |  |                                       |
| <b>12. CONTRACTOR</b>   |                            | 14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. |                                       |
| Name of Firm  |                            |  |                                       |
| Signature of Authorized Representative  | Date                       |  |                                       |
| Typed or Printed Name of Authorized   |                            |  |                                       |
| Title   |                            |  |                                       |
| <b>13. CONTRACTING AGENCY</b>   |                            | Signature of Head of Contracting   | Date                                  |
| Department/Division   | Date                       |  |                                       |
| Signature of Project Director   |                            | Typed or Printed Name  |                                       |
| Typed or Printed Name of Project Director   |                            | Title  |                                       |
| Title   |                            |  |                                       |

**NOTICE: This contract has no effect until signed by the head of contracting agency or designee.**

**02-093 (12/29/08) SAF.DOC**  
**BACK 02-093 (12/29/08)**

## **Attachment #4**

### **APPENDIX A GENERAL PROVISIONS**

#### **Article 1. Definitions.**

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

#### **Article 2. Inspections and Reports.**

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

#### **Article 3. Disputes.**

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

#### **Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding

a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

#### **Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

#### **Article 6. No Assignment or Delegation.**

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

#### **Article 7. No Additional Work or Material.**

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



**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law.**

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

**Attachment #5**  
**APPENDIX B<sup>2</sup>**  
**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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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 occurrence.

**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 occurrence.

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

| <b>Contract Amount</b> | <b>Minimum Required Limits</b>               |
|------------------------|--|
| Under \$100,000        | \$300,000 per Occurrence/Annual Aggregate    |
| \$100,000-\$499,999    | \$500,000 per Occurrence/Annual Aggregate    |
| \$500,000-\$999,999    | \$1,000,000 per Occurrence/Annual Aggregate  |
|                        | \$1,000,000 or over Refer to Risk Management |

**Attachment #6**

**PROPOSAL EVALUATION FORM**

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

Person or Firm Name \_\_\_\_\_

Name of Proposal Evaluation (PEC) Member \_\_\_\_\_

Date of Review \_\_\_\_\_

RFP Number \_\_\_\_\_

**EVALUATION CRITERIA AND SCORING**

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 90**

**7.01 Understanding of the Contract Requirements (10 points)**

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the contract requirements?

EVALUATOR'S NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.01** \_\_\_\_\_

**7.02 Staff Experience and Qualifications (40 points)**

[a] To what extent do the individuals assigned to the contract have experience performing tasks, as listed in Section Five, in ice-bound or ice-infested marine environments, or elsewhere in climatic conditions similar to Alaska? (15)

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.02(a)** \_\_\_\_\_

[b] Do resumes demonstrate that staffs have appropriate education and experience for the various tasks to be performed under this RFP? (20)

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.02(b)** \_\_\_\_\_

[c] Are staff multi-functional, or disciplined in one area? (5)

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.02(c)** \_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 7.02(a thru c)** \_\_\_\_\_

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### 7.03 Firm's Ability, Experience (40 Points)

- (a) Has the firm demonstrated sufficient experience in satisfactorily performing the type of work described in Section Five?

Task 1 Naval Architectural Engineering (10 )

EVALUATOR'S NOTES \_\_\_\_\_

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EVALUATOR'S POINT TOTAL FOR 7.03(a) – Task 1 \_\_\_\_\_

Task 2 Engineering & Evaluation of Marine Structures (10)

EVALUATOR'S NOTES \_\_\_\_\_

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EVALUATOR'S POINT TOTAL FOR 7.03(a) – Task 2 \_\_\_\_\_

- (b) Does the proposal include specific examples of services/ tasks the firm has completed in Alaska (or similar environments) such as those listed in Section 5.01? (20)

Task 1 Naval Architectural Engineering (10 )

EVALUATOR'S NOTES \_\_\_\_\_

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**EVALUATOR'S POINT TOTAL FOR 7.03(b) – Task 1**

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**Task 2 Engineering & Evaluation of Marine Structures (10)**

**EVALUATOR'S NOTES**

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**EVALUATOR'S POINT TOTAL FOR 7.03(b) – Task 2**

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**EVALUATOR'S POINT TOTAL FOR 7.03 (a + b)**

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**7.04 Alaska Offeror's Preference (9 Points)**

If an offeror qualifies for the Alaskan Offeror's Preference under section 2.16, the offeror will receive an Alaskan Offeror's Preference. The preference will be 10 percent of the total available scored points. This amount will be added to the overall evaluation score of each Alaskan offeror. (9)

**EVALUATOR'S POINT TOTAL FOR 7.04**

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**EVALUATOR'S POINT GRAND TOTAL FOR 7.01 thru 7.04**

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**Attachment #7**

**NOTICE OF INTENT TO AWARD**

|  |                                |                |
|--|--------------------------------|----------------|
| 1. Name of Program, Project or Service (Use RFP Title)   |                                | 2. Date Issued |
| 3. Authority Number (s)  | 4. Name of Procurement Officer |                |
| <p>This is a notice of the State's intent to award a contract. The offeror, identified here as the apparent successful offeror, is instructed not to proceed until a signed contract or other written notice of award is received from the State. A firm or person who proceeds prior to receiving a signed contract or other written notice of award does so at their own risk. AS 36.30.365.</p> <p>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.</p> <p>The protest shall be filed with the procurement officer in writing and include the following information:</p> <ul style="list-style-type: none"><li>(1) the name, address, and telephone number of the protester;</li><li>(2) the signature of the protester or the protester's representative;</li><li>(3) identification of the contracting agency and the solicitation or contract at issue;</li><li>(4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and</li><li>(5) the form of relief requested (AS 36.30.560 and AS 36.30.585).</li></ul> |                                |                |
| 5. Name and Address of Apparent Successful Offeror   |                                |                |
| 6. Names and Addresses of All Other Respondents (in alphabetical order)  |                                |                |

**TERM AGREEMENT  
NOTICE TO PROCEED AND INVOICE SUMMARY**

| INVOICE SUMMARY                            |                   |                                  |                                       |                 |                   |
|--|-------------------|----------------------------------|---------------------------------------|-----------------|-------------------|
| CONTRACTOR'S INVOICE NUMBER: _____         |                   | THIS IS A: _____ PROCESS BILLING |                                       |                 |                   |
| BILLING DATES COVERED _____ TO _____       |                   | _____ FINAL BILLING              |                                       |                 |                   |
|  | AUTHORIZED AMOUNT | PRIOR INVOICES                   | THIS INVOICE                          | TOTALS TO DATE  | BALANCE REMAINING |
| S & I                                      | \$                | \$                               | \$                                    | \$              | \$                |
| EXPENSES                                   | \$                | \$                               | \$                                    | \$              | \$                |
| FIXED FEE                                  | \$                | \$                               | \$                                    | \$              | \$                |
| TOTAL                                      | \$                | \$                               | \$                                    | \$              | \$                |
| PAYMENT REQUEST (CONTRACTOR)               |                   |                                  | PAYMENT APPROVED (AUTHORIZED OFFICER) |                 |                   |
| SIGNATURE _____                            |                   | DATE _____                       |                                       | SIGNATURE _____ |                   |
| NAME: _____                                |                   |                                  |                                       | DATE _____      |                   |
| PAYMENT RECOMMENDED (AGENCY PROJ. MANAGER) |                   |                                  | COLLOCATION CODE:<br>LEDGER CODE:     |                 |                   |
| SIGNATURE _____                            |                   |                                  |                                       |                 |                   |
| NAME: _____                                |                   |                                  |                                       |                 |                   |



**Attachment #9**

**RFP Submittal CHECKLIST**

**RFP 2014-1800-2282**

**Engineering & Technical Support for Marine Vessels and  
Infrastructure Related to Offshore Oil Platforms**

**This checklist is an integral part of the RFP and the related proposal. The checklist must be included with the proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.**

**Pre-proposal Activities:**

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance if needed, at least 10 days prior to proposal deadline
- ☐ Review Proposal and Comment of Defects at least 10 days prior to proposal deadline
- ☐ Submit Written Questions

**Proposal Transmittal:**

- ☐ Submittal letter with Contact Information
- ☐ Offeror's Certification
- ☐ Confirmation that Proposal is Valid for Ninety (90) Days
- ☐ Disclosure of Proposal Contents
- ☐ Statement on Possible Conflicts of Interest
- ☐ Proof of Alaska Business License
- ☐ Alaska Bidder's Affidavit and Alaska Veteran's Affidavit (if applicable)
- ☐ Technical Proposal
- ☐ Qualifications of Key Personnel
- ☐ List of References & Contact Information

Company:\_\_\_\_\_

Signature:\_\_\_\_\_