

**Alaska Department of  
Environmental Conservation  
Division of Water**

**INFORMAL REQUEST FOR PROPOSAL**

**IRFP 180000086**

**Cruise Ship Wastewater Records Data Project**

**Date of Issue: February 22, 2018**

**1. Purpose**

The State of Alaska, Department of Environmental Conservation (hereinafter referred to as DEC or Department) is soliciting proposals on behalf of its Division of Water for the review of large cruise ship wastewater discharge Record Books, often called discharge logs, onboard of ships. This review includes data entry of Record Books, and providing GIS data on vessel positions and routes while discharges occurred. This scope of work is for state fiscal years 2018 and 2019.

**2. Background**

The DEC CPVEC program was established in 2001 with a focus on the discharge of wastewater from cruise ships and ferries in Alaskan waters. Federal and state regulations were established for wastewater discharge and to maintain onboard records with a wastewater discharge Record Book to provide information on discharge location, types of discharge, discharge time, and discharge volume while in Alaskan waters. Refer to 18 AAC 69.050 and 33 CFR 159.315 for further information. State law provides the basis of the CPVEC requirements of the discharge Record Books:

AS 46.03.465 (a): The owner or operator of a commercial passenger vessel shall maintain daily records related to the period of operation while in the state, detailing the dates, times, and locations, and the volumes and flow rates of any discharges of sewage, graywater, or other wastewaters into the marine waters of the state, and provide electronic copies of those records on a monthly basis to the department not

later than five days after each calendar month of operation in state waters.

Cruise ships must maintain and update the wastewater discharge Record Books onboard and send monthly copies to CPVEC. The discharge Record Books may be electronic, but many are handwritten and all are submitted as printed and scanned documents. In 2017, 18 cruise ships were required to submit discharge records for the entire time they were in Alaskan waters. This time ranged from 1 to 22 weeks, with an average of 18 weeks. The CPVEC program spot checks these records for compliance and has discovered records that are not meeting regulatory requirements. Errors and omissions have been discovered in discharge Record Books.

### 3. Scope of Work

The DEC is soliciting proposals from offerors to perform the services, tasks, and deliverables set forth herein. Proposals shall include a description of how each of the subsections designated as **Mandatory Evaluated (ME)** shall be accomplished, to include a description of experience and capability to perform each element, service, or task. If a proposal does not address each **Mandatory Evaluated (ME)** criteria, that proposal may be rejected as non-responsive.

The contractor awarded the contract resulting from this IRFP shall manage and perform all aspects of the scope of work as noted herein and within its proposal. The scope of work shall be performed on time and on budget. The anticipated budget for this IRFP is a not to exceed amount of \$60,000. Funding for the contract resulting from this IRFP is subject to legislative appropriation.

Any requested change to the time, scope, or cost of the contract resulting from this IRFP must be agreed upon and executed through a written amendment to the contract. The DEC reserves the right to request documentation that supports and justifies an increase to the cost of the contract, and reserves the right in good faith to either accept or reject any such request. Any conflicting technical requirements will be resolved between the contractor and DEC in a timely manner throughout the duration of the contract.

#### 3.1 General Requirements

The contractor shall comply with each of the following:

1. Adherence with all applicable federal, state, and local laws and ordinances.
2. Work shall be performed by qualified personnel, experienced with work of the nature described herein.
3. Proposals that exceed the budget are subject to either rejection by DEC or contract negotiation, at DEC's sole discretion. DEC reserves the right to not accept proposals that are not in the best interest of the state.

4. Should the effort of the contract resulting from this IRFP, within this scope of work, develop into more than originally anticipated, DEC reserves the right to increase the time, scope, or cost of the contract as agreed upon and memorialized through a written amendment.

### **3.2 (ME) Phase 1, Tasks 1 through 4**

The scope of work for this IRFP is separated into two Phases.

Phase 1 will involve developing methodology to conduct an analysis of a sample of 2017 cruise ship discharge Record Books, performing the analysis, and providing a written report to CPVEC. A summary of the 4 Tasks involved in Phase 1 are below, and each Task is detailed within the following subsections.

Phase 2 uses the methodology for analysis developed in Phase 1 to conduct analysis of 2018 cruise ship discharge Record Books. Phase 2 is described in subsection 3.3 and includes Task 5 and 6. Initially only Phase 1 will be awarded. Given the fact that the results of Phase 1 will guide Phase 2, DEC reserves the right to add Phase 2 at its discretion, and if funding and time allow, via an amendment to the contract.

For Phase 1 the Contractor shall develop a methodology for analysis of cruise ship discharge Record Book data. This shall include the creation of a plan and set of procedures to research, gather, and compile data from a one month sample of cruise ship discharge Record Books from 2017. The information gathered will include information on ship discharges and geographic location of discharges. Phase 1 will include each of the 4 Tasks below:

Task 1 – The Contractor shall host a kick off meeting with DEC in which DEC will establish the schedule, communication, and expectations for the contract.

Task 2 – The Contractor shall develop and provide to DEC the plan and procedures for analysis methodology. The Contractor shall then conduct the analysis and perform data entry of written Record Books into electronic spreadsheets as shown in Table 1 below for a sample set of cruise ship data. The data will be reviewed by Contractor for compliance with Alaska and Federal regulations.

Task 3 – The Contractor shall create GIS geographic data for discharge Record Books to correlate with vessel tracking data.

Task 4 – The Contractor shall use data in Task 3 to create electronic maps of discharge locations for voyages and ports of call.

In the past the Marine Exchange of Alaska has provided vessel tracking data to the Department. This information is made available to the Department online for

compliance purposes. However, the Department does not own or maintain this data, nor does it have the vessel tracking data on file. The Contractor shall obtain and provide Automatic Identification System (AIS) data that is used by the large cruise ship operators to report location (vessel tracking) data to the Department. The data shall include positional data for each ship while in Alaska at multiple points during each hour appropriate for reviewing the discharge Record Book data.

The Contractor shall protect the Vessel tracking and discharge Record Books and handle them as confidential information.

The Contractor shall provide the following:

- Data entry and deliverables shall be provided to the DEC Project Manager, which shall be provided in the unprotected format of a 2003 or more current version of Microsoft Excel or Word as determined by DEC Project Manager.
- GIS data shall be provided in unprotected ArcGIS compatible shapefile to the DEC Project Manager.
- Data entry of Record Book data into electronic spreadsheets based on Table 1 below for Tasks 2 and 5. The Contractor shall enter the identified information into an electronic spreadsheet from each entry of the discharge Record Books.

<b>Table 1</b>
Ship Name
Date
Latitude and longitude
Discharge volume as well as units used
Discharge flow rate as well as the unit used
Type of discharge (identified type of wastewater)
Discharge port used
Start and stop time (and stop date if different than start date)
Minimum speed
The total discharge time
Any notes made in the logbook entries

Describe how this subsection will be accomplished, to include an overall approach to Phase 1.

### **3.2.1 Task 1 Contract Kickoff Meeting**

The Contractor shall coordinate and conduct a Kickoff Meeting within 14 days of Service Commencement Date. The purpose of the Kickoff Meeting is to establish effective planning, communications, and collaboration strategies. The contractor shall identify the roles and responsibilities of key participants for this project. Participants will discuss expectations, project schedule, and methods of communication. This discussion shall also review the Task deliverables that shall be performed by the Contractor.

Deliverables: The Department will provide an overview of the records and identify materials needed by the Contractor prior to the Kickoff Meeting. This will include, but is not limited to, copies of discharge Record Books, copies of the relevant regulations, and cruise ship guides that describe their data in the logbook such as keys and vessel specific sampling plans. The Contractor shall keep detailed minutes of the meeting and submit a draft version of the Project Overview to the Department within 5 (five) business days after the Kickoff Meeting. The Project Overview shall provide in sufficient detail the items discussed during the Kickoff Meeting. The Project Overview will be reviewed by DEC and deemed acceptable at DEC's sole discretion. Contractor shall redraft until the Project Overview is deemed acceptable by written determination of the DEC Project Manager.

### **3.2.2 (ME) Task 2 Data Entry and Review of one month of 2017 Discharge Record Books from six ships**

The Contractor shall review copies of discharge Record Books of 6 vessels from the month of June 2017 selected by the Department. Data from the selected discharge Record Books shall be entered into a spreadsheet or database and shall include the information required in Table 1 in Section 3.2. The Contractor shall convert the data into a GIS format for Task 3. The Department will provide the discharge Record Books as submitted by ship operators to the Contractor.

The Contractor shall review the discharge data and discharge Record Books for compliance with Alaska and federal regulations. Compliance review reports shall provide data regarding discharge data and discharge Record Books completeness, identification of calculation errors, and comparison of locations and times provided with vessel tracking data. The reported discharge flow rate data shall be compared with the total discharge time and discharge volume to determine if calculations in the Record Books are correct.

The Contractor shall develop a written plan and set of procedures for reviewing,

analyzing, and entering discharge Record Book data. The plan and procedures shall be submitted to the Department for review within 30 business days after the Kickoff Meeting. The procedures shall include formulas used for conversions, units, and a description of how to read the data. The written plan and procedures will be reviewed by DEC and deemed acceptable at DEC's sole discretion. The Contractor shall redraft such until they are deemed acceptable by written determination of the DEC Project Manager.

Included as a section of the written procedures, the Contractor shall provide a list of recommended improvements by identifying inefficiencies in the logging of discharge Record Books submitted by each reviewed ship that would assist with Contractor's data entry. Contractor shall provide additional recommendations for future improvements or changes that would increase the efficiency of compliance checks, data entry, and improve the accuracy of the information reported.

Deliverables: Within 30 days after the Kickoff Meeting the Contractor shall develop and submit a written plan and set of procedures for data entry, review and analysis of discharge Record Books, and document discrepancies or noncompliant entries. The procedures shall include formulas used for conversions and a description of how to read the data including, but not limited to, the units used.

The Contractor shall provide:

- Unprotected Excel workbooks version 2003 or more recent for each ship with the discharge Record Book entries that have been converted to an electronic format by the Contractor.
- A list of identified noncompliance with the Alaska and US Coast Guard discharge record regulatory requirements for each ship.
- A list of recommendations of improvements to the discharge Record Books after Contractor review.
- A list of hours per vessel spent on data entry and review.

Describe how this subsection will be accomplished.

### **3.2.3 (ME) Task 3 GIS positional data and discharge status**

The Contractor shall use the discharge records data entry in Task 2 combined with AIS vessel (ship) tracking data to create GIS data on ship positions and discharge status in Alaska. The Contractor shall obtain AIS vessel tracking data for the vessels being reviewed, and provide that data to the Department. The Contractor shall compare the AIS vessel tracking data with the discharge Record Book data from Section 3.2.2 Task 2 and provide a Discrepancy List of all discrepancies for each ship.

The GIS data shall be compared to the location data in the discharge Record Books. A list of discrepancies shall be provided to the Department for any deviations beyond ¼ nautical mile. All files shall be importable to ArcGIS or

equivalent GIS software. The Contractor shall provide metadata describing the data.

Attributes to be included in the GIS data are:

- Ship name
- Times and dates of discharges
- Latitude and longitude
- Minimum and average speed
- Discharge volumes, discharge flow rate, and discharge type (source of wastewater)

Deliverables: Within 45 days after the Kickoff Meeting, Contractor shall provide:

- GIS data in ArcGIS compatible format of discharge start and stop locations.
- A Discrepancy List of discovered discharge log geographic discrepancies after comparison with vessel tracking data for each vessel.

Describe how this subsection will be accomplished.

### **3.2.4 (ME) Task 4 GIS maps**

The GIS data created in Task 3 will be used to create electronic maps of discharges in Alaskan waters suitable for public use. The Contractor shall produce a regional map for each ship showing discharges in and near Alaska during a typical seven day voyage. During a typical seven-day voyage, the vessel will be in Alaskan waters for 3 to 4 days. The map will include the full route in Alaska, with an overlay of the route and when while on the route the ship was discharging treated wastewater. The map shall include the names of cruise ship ports and destinations during the voyage (such as Tracy Arm or Glacier Bay), shorelines, and prominent boundaries.

The Contractor shall also produce local electronic maps for each ship for one voyage showing discharges in or near each port at which the ship stopped. A stopping point is often referred to as a port of call.

Maps created by the Contractor for this project shall include a DEC logo provided by the Department and shall contain a warning that the map is not to be used for navigation or to determine discharge limits. These maps shall include legends, north arrow, an accurate scale, as well as references and citations to data sources including background maps or charts.

The Department will provide the reference documents with the regulatory geographical limits for wastewater in the Alexander Archipelago and Kachemak Bay. The shapefiles for shorelines and limits of state and federal waters – except for wastewater limits in Southeast Alaska and Kachemak Bay – are available online from NOAA at: <http://www.nauticalcharts.noaa.gov/staff/qisintro.htm>

Deliverables: Within 60 days after the Kickoff Meeting the Contractor shall provide:

- Regional Overview Map for each Task 3 ship of discharges during a voyage in Alaska.
- Local maps for each Task 3 ship at each port of call showing discharge locations and route.
- An unprotected GIS shapefile of the State Waters boundaries of the Alexander Archipelago and Kachemak Bay as found in the state and federal statutes for large cruise ship discharges.

Describe how this subsection will be accomplished.

### **3.3 Phase 2, Tasks 5 and 6**

For Phase 2 the Contractor shall use the methodology developed in Phase 1 to analyze 2018 data for all discharging vessels in Alaskan waters. Phase 2 includes Tasks 5 and 6 detailed below. Phase 2 will be awarded through an amendment to the contract at DEC's sole discretion.

Task 5 – The Contractor shall use the procedures developed in Phase 1, Task 2 to review and enter data for all discharging vessels in 2018. Task 5 will also include compliance review of reports including, but not limited to, completeness, calculation errors, locations, and times.

Task 6 – The Contractor shall create geographic data for 2018 discharge Record Books to correlate with vessel tracking data.

#### **3.3.1 Task 5 Data Entry and Review of the 2018 Discharge Record Books**

The Contractor shall use the procedures developed in Phase 1, Task 2 to review, analyze, and enter data for all discharging vessels in 2018.

Each vessel requested for review will have up to five months of discharge data. The Contractor shall enter data from the discharge Record Books into a spreadsheet as provided for in Table 1 in Section 3.2.

The Contractor shall review and report on the status of discharge data and discharge Record Books for compliance with Alaska and federal regulations. Compliance reviews shall report completeness, identify errors in calculations, and compare locations and times provided with vessel tracking data. The Contractor's report shall compare the discharge flow rate data, the total discharge time and discharge volume to determine if calculations in the Record Books are correct.

Upon DEC Project Manager Request, the Contractor shall update its written procedures and provide an updated list of improvements to DEC in accordance with subsection 3.2.2. The Department will provide the discharge Record Books as submitted each month by ship operators to the Contractor. The Contractor shall convert the data into an unprotected GIS shapefile for Task 6. The Contractor shall accurately and precisely transfer handwritten logbooks to electronic unprotected Excel spreadsheet format.



Deliverables: Within 60 days of submittal of the discharge Record Books to the Contractor, the Contractor shall prepare and provide:

- Excel workbooks or database files for each ship for each year with the logbook entries converted to electronic format.
- A list of identified noncompliance with Alaska and US Coast Guard discharge record regulatory requirements for each ship.
- Updates to the procedures or list of recommendations of improvements to the logbooks after Contractor's review.

### **3.3.2 Task 6 GIS positional data and discharge status for the 2018 data**

The Contractor shall use the logbook data entry combined with AIS vessel tracking data to create GIS Data Report on ship positions and discharge status in Alaska in 2018. The Contractor shall obtain AIS vessel tracking data for the vessels being reviewed, and provide that data to the Department in an unprotected electronic format. All files shall be importable to ArcGIS or equivalent GIS software. Files shall be viewable in ArcGIS Explorer or equivalent. The Contractor shall provide a metadata record describing the data. Equivalent GIS software shall be deemed equivalent at DEC's sole discretion.

In this GIS Data Report, the Contractor shall compare the AIS vessel tracking data with the discharge logbook entry data from Task 5 and provide a list of all discrepancies for each ship. The Discrepancy List shall be formatted per the instructions from subsection 3.2.3, Task 3.

Attributes that shall be included in the Contractor's GIS Data Report are:

- Ship name
- Dates and times of discharges
- Latitude and longitude
- Minimum and average speed of the ship
- Discharge volume, discharge flow rate, and discharge type (source)

The Contractor shall compare the GIS Data Report to the location data in the discharge Record Books. Contractors shall provide to the Department in a report any deviations greater than  $\frac{1}{4}$  of a nautical mile found in this data in state waters.

Deliverables: Within 30 days of the completion of Task 5, Contractor shall provide:

- GIS data in ArcGIS compatible format of discharge start and stop locations.
- A list of discovered discharge record geographic discrepancies after comparison with vessel tracking data for each vessel.

### **3.4 (ME) Experience and Qualifications**

The Department requires that the Contractor have prior experience with marine

vessel data entry and analysis of Record Books. Record Books are sometimes referred to as wastewater logs. The Department requires a contractor that has at least one year of prior experience in ship recordkeeping for the Department and/or US Coast Guard regulations. Documentation of prior maritime experience shall be submitted with the proposal.

One year experience is required in reviewing AIS vessel tracking data and using the information with geographic information systems (GIS). Documentation of completion of successful prior projects that are similar to the work described is required. This documentation may include providing maps or summaries of using AIS data in projects to include contact information of references for previous clients or employers. Failure to provide evidence of experience in data entry and with Record Books will cause a proposal to be rejected as non-responsive.

Describe how this subsection will be accomplished.

#### 4. Alaska Business License and Other Required Licenses Scope of Work

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:

- Copy of an Alaska business license;
- Certification on its proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- A sworn and notarized affidavit that the Offeror has applied and paid for an Alaska business license.

#### 5. Application of Preferences

Certain preferences apply to State solicitations, regardless of their dollar value, and must be claimed by an Offeror in its proposal. The DEC reserves the right to validate claim of a preference before the preference is applied to ensure the claim's validity. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed in the subsections below. Guides that contain excerpts from the relevant statutes and codes, explain when preferences apply, and provide examples of how to conduct calculations are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/policy.html>.

To take advantage of these preferences, Offerors must attach a copy of their certification letter to its proposal. An Offeror's failure to provide this certification letter with its proposal will cause the State to disallow the preference.

### **5.01 Alaska Bidder Preference, 5%**

In accordance with AS 36.30.321(a), AS 36.30.990(2), and 2 AAC 12.260 an Alaska Bidder Preference of 5% will be applied to the overall price in the cost proposal. The preference will be given to an Offeror who meets all of the following:

- Holds a current Alaska business license prior to the Deadline for Receipt of Proposals
- Submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license
- Has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of 6 months immediately preceding the date of the proposal
- 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
- If a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection

#### Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, a 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 bullet 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 bullet 5 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.

### **5.02 Alaska Veteran Preference, 5%**

In accordance with AS 36.30.321(f), an Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the cost proposal. The preference will be given to an Offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is one of the following:

Sole proprietorship owned by an Alaska veteran

Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans

Limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans

Corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans

#### Alaska Veteran Preference Statement

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

#### **5.03 Alaska Offeror Preference, 10%**

In accordance with AS 36.30.321 and 2 AAC 12.260(e), Alaska Offerors are eligible for a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska Offeror will receive 10% of the total available points added to their overall evaluation score as a preference.

## 6. Point of Contact

Questions or matters pertaining to this IRFP, the resulting contract, amendments, contract negotiations, modifications, or procurement protests are to be directed to the DEC Procurement Officer:

Laurel Shoop  
Procurement Services Unit  
410 Willoughby, Suite 303  
Juneau, AK 99811  
Phone: 907-465-5037 Fax: 907-465-5097  
Email: [laurel.shoop@alaska.gov](mailto:laurel.shoop@alaska.gov)

Questions or matters pertaining to the technical aspects of the scope of work, deliverables, reports, invoicing, payments, and project completion are to be directed to the DEC Project Manager:

Ed White  
Commercial Passenger Vessel Environmental Compliance Program  
410 Willoughby, Suite 303  
Juneau, AK 99811  
Phone: 907-465-5138 Fax: 907-465-5177  
Email: [edward.white@alaska.gov](mailto:edward.white@alaska.gov)

#### **6.01 Pre Proposal Conference**

A non-mandatory pre-proposal conference will be held on February 27, 2018 AKST. All interested parties are invited to participate either by attending the conference or by teleconference through a conference number to be provided. The pre-proposal conference will be held in Juneau, Alaska at the address below:

2<sup>nd</sup> Floor Main Conference Room  
 410 Willoughby Ave.  
 Juneau, AK 99801

Parking is limited on-site.

Parties wishing to attend via teleconference are asked to pre-register with the Procurement Officer identified in subsection 1.01 RFP Administration Information via email no later than February 26, 2018 3:00pm AKST. The Procurement Officer will respond to each registered party with call-in information.

Parties that have questions are encouraged to submit them in writing via e-mail to the Procurement Officer at least 24 hours prior to the pre-proposal conference. Information provided during the conference will be official once it is issued as a written amendment to the RFP. Conference participation is at the participant's expense. Non-attendance does not relieve an Offeror of any of the responsibilities of fully meeting all of the conditions set forth in this RFP.

## 7. Deliverables

The contractor awarded the contract resulting from this IRFP shall complete and provide the following project deliverables. All deliverables shall be provided to the DEC Project Manager as set forth in [Section 6. Point of Contact](#).

The Deliverables are outlined as follows in Table 2:

<b>Table 2</b>		
<b>Task</b>	<b>Item</b>	<b>Deadline</b>
1	Attend Kickoff meeting	Within 14 days of service commencement date
1	Provide minutes of the meeting	Within 5 days of the Kickoff Meeting
2	Provide one month of discharge data for six ships, list of recommendations for improvements in future data submittal, and lists of discrepancies for four ships.	Within 30 days of the Kickoff Meeting
3	GIS data and metadata record, list of geographic entry discrepancies.	Within 45 days of the Kickoff Meeting

4	Discharge maps and shapefile.	Within 60 days of Kickoff Meeting.
5	Discharge data for 2018 data	Within 60 days of DEC's notice to proceed.
6	GIS data combining vessel tracking data with discharge data from Task 5	Within 30 days of completion of Task 5

Table 2 outlines the Deliverables and their requirements for Tasks 1 through 6.

## 8. IRFP and Project Schedule

The IRFP schedule is as follows. In the event the schedule needs adjusted, the Procurement Officer will issue the adjustments via a written amendment to the IRFP. All times are Alaska Standard Time (AKST).

Event	Date Due	Time Due
<b>Pre-Proposal Conference</b>	February 27, 2018	<b>1:30pm AKST</b>
Inquiries	February 28, 2018	10:00am AKST
Response to Inquiries	March 2, 2018	
<b>Proposal Due Date</b>	<b>March 14, 2018</b>	<b>3:00pm AKST</b>
Proposal Evaluation complete, NOIA issued	March 21, 2018	
Contract award issued	April 2, 2018	

The estimated project schedule is as follows. In the event the schedule needs adjusted, the DEC Project Manager will communicate the adjustments via written correspondence to the awarded contractor. Upon contract execution, the DEC may work with the contractor to determine a firm schedule, and that schedule shall supersede the estimated schedule provided herein. All deliverables or tasks are due by the Close of Business (COB) on the due date noted below.

Deliverable or Task	Date Due
Kick-Off Meeting	April 5, 2018

## 9. Proposal Requirements

### Technical Proposals

Offerors shall provide both a technical proposal and a separate cost proposal identified with the title of this IRFP clearly noted on the outside of the envelope. Proposals shall be submitted to the DEC Procurement Officer noted in Section 6. Point of Contact via email, mail, or hand delivery. Only written proposals will be accepted. Proposals that are late, over budget, contain proposed terms that are in conflict with requirements set forth herein, or do not respond to each criteria noted as Mandatory Evaluated (ME) may be rejected as non-responsive.

Technical proposals shall include assumptions made for each task or service within the scope of work. Proposals shall not exceed 4 single-spaced pages (not including attachments) and be Arial 12-point font (or comparable). Cost proposals shall be provided in a separate, sealed envelope within the proposal package. No cost data is allowed to be included in the technical proposal.

### **Cost Proposals**

Cost proposals and pricing shall be a fully burdened rate. Cost proposals shall be divided into the following 6 cost categories and be submitted using Appendix C Cost Proposal:

1. Task 1
2. Task 2
3. Task 3
4. Task 4
5. Task 5
6. Task 6

The price for the contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Initially DEC will award Tasks 1 through 4, and may award Tasks 5 and 6 at its discretion and if funding and time allow via an amendment to the contract. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon Legislative or Department appropriations.

The contract price shall be a firm price for actual services rendered for the performance and completion of the deliverables for each Task as identified herein. Actual services rendered include actual time spent in preparation and performance of the scope of work and deliverables in the contract. The rate shall be a Fully Burdened Rate, and shall include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, and all other costs associated with the performance of the contract. Travel that is proposed to occur shall be identified within the cost proposal and is subject to DEC approval. That rate may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment.

### **9.1 Evaluation**

All proposals will be evaluated by a DEC Procurement Officer or Procurement Evaluation Committee (PEC). Evaluations will be based on the factors identified below.

#### **Evaluation Categories and Points**

The table below indicates the total number of points assigned to each category of the IRFP proposal evaluation:

Technical Proposal	60 points
Cost Proposal	40 points
<b>Total</b>	<b>100 points</b>

The technical proposal will be based upon the following:

IRFP Section	Technical Proposal Evaluation Criteria	Points
5.03	Offeror Preference	10
3.2	Phase 1, Tasks 1 through 4	10
3.2.2	Task 2 Data Entry and Review of one month of 2017 Discharge Record Books from six ships	10
3.2.3	Task 3 GIS positional data and discharge status	10
3.2.4	Task 4 GIS maps	10
3.4	Experience and Qualifications	10

Technical proposals will be scored using the evaluation criteria and point factors noted above. The scores for each proposal will be based upon the assigned scores identified through the evaluation process. Technical proposal scores will not be normalized.

The cost proposal will be evaluated based on the total cost for all 6 Tasks combined. The scores for the cost proposal portion of the evaluation will be normalized as follows: The proposer’s cost proposal with the Lowest Total Cost will receive 40 points, the maximum points available. All other responsive cost proposals will be assigned a portion of the maximum score using the following formula:

$$\frac{\text{Lowest Total Cost} \times 40}{\text{next lowest Total Cost}}$$

## 9.2 Award and Selection

After completion of the proposal evaluations and contract negotiation, if any, the Procurement Officer will issue a Notice of Intent to Award (NOIA) to all responding offerors and allow for protest rights. The protest period shall be no more than 10 calendar days. The offeror with the best overall combined score will be awarded the contract resulting from this IRFP.

## 10 Attachments

The following are provided as attachments to this IRFP. The attachments are examples of discharge Record Books. Actual discharge record books used by the Contractor in completion of work for this project may appear differently.



## 10.1 Attachment 1: Example 1 handwritten log

9218131

Discharge	Date	Time (24-hrs)	Lat	Long	Discharge Port(S)	Effluent type	Volume (m <sup>3</sup> )	flow rate (l/min)	Minimum Speed (kts)	Notes	Person-in-charge
START	19/08/17	1855	58°17.6'N	137°32.9'W	D	USG	112	520	13.0	-	Sign: _____
STOP	19/08/17	2230	58°45.9'N	138°39.8'W							
REMARKS	ZBP - 72 m <sup>3</sup> ZBS - 40 m <sup>3</sup> INTERNATION WATER										Date: 19 AUG 2017
Discharge	Date	Time (24-hrs)	Lat	Long	Discharge Port(S)	Effluent type	Volume (m <sup>3</sup> )	flow rate (l/min)	Minimum Speed (kts)	Notes	Person-in-charge
START	19/08/17	1855	58°17.6'N	137°32.9'W	A	USG	787	3348	13.5	-	Sign: _____
STOP	19/08/17	2250	58°48.8'N	138°46.5'W							
REMARKS	ZFC - 213 m <sup>3</sup> ZAC - 574 m <sup>3</sup> INT. WATER										Date: 19 AUG 2017
Discharge	Date	Time (24-hrs)	Lat	Long	Discharge Port(S)	Effluent type	Volume (m <sup>3</sup> )	flow rate (l/min)	Minimum Speed (kts)	Notes	Person-in-charge
START	20 AUG 2017	01:56	59°13'N	139°47'W	F	USG	40	1481	10.4	-	Sign: _____
STOP	20 AUG 2017	02:23	59°16'N	139°54'W							
REMARKS	14 STD = 80 m <sup>3</sup> INT. WATER										Date: 20 AUG 2017
Discharge	Date	Time (24-hrs)	Lat	Long	Discharge Port(S)	Effluent type	Volume (m <sup>3</sup> )	flow rate (l/min)	Minimum Speed (kts)	Notes	Person-in-charge
START	20 AUG 2017	10:40	59°30.1'N	140°05.6'W	B	TSG	364	413	12.8	-	Sign: _____
STOP	21 AUG 2017	01:20	59°45.6'N	148°51.1'W							
REMARKS	SCANSHIP COUNTER: 498850 499214 INT WATER										Date: 21-AUG-2017
Discharge	Date	Time (24-hrs)	Lat	Long	Discharge Port(S)	Effluent type	Volume (m <sup>3</sup> )	flow rate (l/min)	Minimum Speed (kts)	Notes	Person-in-charge
START	20 AUG 2017	15:57	59°32'N	143°16'W	F	USG	100	657	17	-	Sign: _____
STOP	20 AUG 2017	18:30	59°35'N	144°53'W							
REMARKS	14 STD = 120 m <sup>3</sup> INT. WATER										Date: 20. AUG. 2017
Notes: _____											
Ch. Eng's Signature: _____ Date: _____ Master's Signature: _____ Date: _____											

# 10.2 Attachment 2: Example 2 handwritten log

Sewage and Greywater Discharge Record Book

Vessel: \_\_\_\_\_ Official Number: \_\_\_\_\_ Month/Year: MAY 2017 Page: \_\_\_\_\_

DAY	START TIME	START LAT	START LONG	DISCH PT(S)	EFF TYPE	FLOW (L/MIN)	P-I-C SIGN	DAY	STOP TIME	STOP LAT	STOP LONG	VOL (MT)	MIN SPD(KT)	P-I-C SIGN	REMARKS
03 MAY 2017	01:18	34°29.3'N	120°55.6'W	B	TSG/GW	4020		03 MAY 2017	03:51	35°09.5'N	121°33.4'W	615	20.0		GW HOLDING TANK 1P-2P-3P-3C-4 PULPER - LAUNDRY
04 MAY 2017	07:00	43°05.4'N	125°07.4'W	C	OTH	96		04 MAY 2017	12:14	44°47.7'N	125°11.0'W	30	19.9		MBR DESLUDG.
06 MAY 2017	08:22	49°17.3'N	123°06.6'W	A	TSG	206		08 MAY 2017	12:19	58°15.8'N	135°38.1'W	642	19.0		MBR PERMEAT.
07 MAY 2017	10:56	51°12.5'N	128°37.9'W	B	TSG/GW	6009		07 MAY 2017	14:39	51°40.3'N	130°36.7'W	1340	20.7		GW HOLDING TANK 1P-2P-3P-3C-4P-4 DEEP TK 1P-1S
07 MAY 2017	10:56	51°12.5'N	128°37.9'W	B	GW	320		07 MAY 2017	14:39	51°40.3'N	130°36.7'W	71	20.7		FREE DISCHARGE
07 MAY 2017	12:23	51°23.3'N	129°23.6'W	C	OTH	184		07 MAY 2017	14:39	51°40.3'N	130°36.7'W	25	20.7		MBR DESLUDG.
07 MAY 2017	23:37	54°02.5'N	133°35.5'W	B	TSG/GW	9054		08 MAY 2017	01:05	54°50.3'N	134°00.4'W	472	19.8		GW HOLDING TANK 4P-3P-3C-1P-1S DEEP TK 1P
07 MAY 2017	23:37	54°02.5'N	133°35.5'W	B	GW	320		08 MAY 2017	03:05	55°28.6'N	134°21.0'W	86	19.7		FREE DISCHARGE
08 MAY 2017	21:08	58°20.3'N	135°56.5'W	A	TSG	207		09 MAY 2017	04:13	59°21.5'N	135°22.3'W	88	14.3		MBR PERMEAT.
09 MAY 2017	20:55	59°25.4'N	135°21.0'W	A	TSG	221		10 MAY 2017	04:10	58°10.8'N	134°21.3'W	96	12.7		MBR PERMEAT.
10 MAY 2017	07:30	IN PORT OF JUNEAU		H	GW	731		10 MAY 2017	15:30	IN PORT OF JUNEAU		307	—		GW DISCHARGE ASHORE
10 MAY 2017	16:34	58°16.3'N	134°22.1'W	A	TSG	218		11 MAY 2017	07:04	55°30.7'N	132°04.9'W	190	13.7		MBR PERMEAT.
11 MAY 2017	18:25	55°17.4'N	131°33.3'W	A	TSG	203		15 MAY 2017	04:43	55°12.3'N	131°20.0'W	1003	13.8		MBR PERMEAT.
11 MAY 2017	22:40	54°05.7'N	131°01.6'W	B	GW	320		12 MAY 2017	09:34	57°24.6'N	128°44.7'W	190	16		FREE DISCHARGE

Chief Engineer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Master's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 10.3 Attachment 3: Example 3 printed log

TSO ECR.1.20 Sewage and Greywater Discharge Record Book

Vessel: \_\_\_\_\_ Official Number: \_\_\_\_\_ Month/Year August 2011 Page: 1  
 Voyage : M11124

DAY	START TIME	START LAT	START LONG	DISCH PT(s)	EFF TYPE	VOL (MT)	P-I-C SIGN	DAY	STOP TIME	STOP LAT	STOP LONG	FLOW (L/MIN)	MIN SPD(Kt)	P-I-C SIGN	REMARKS
21-Aug-11	8:15	51°2.2'N	127°54.3'W	C+D	GW	740	CG	21-Aug-11	17:21	52°35.9'N	130°00.9'W	1,355	13	AA	Note3+5 Vancouver to Ketchikan
21-Aug-11	8:15	51°2.2'N	127°54.3'W	C+D	GW	281	CG	21-Aug-11	23:53	54°02.7'N	130°58.7'W	300	13	CG	Note 2 Vancouver to Ketchikan
21-Aug-11	11:00	51°26.0'N	128°36.3'W	D	OTH	80	CG	21-Aug-11	17:21	52°35.9'N	130°00.9'W	210	13	AA	Note 4(a+b) Vancouver to Ketchikan
22-Aug-11	1:00	54°19.2'N	131°04.0'W	C+D	GW	19	AL	22-Aug-11	2:02	54°34.2'N	131°14.7'W	300	15	AL	Note 2 Vancouver to Ketchikan
22-Aug-11	14:26	55°21.2'N	131°42.0'W	B	TSG		AL					0			Note 1 Ketchikan to Juneau
												#DIV/0!			
												#DIV/0!			
												#DIV/0!			
												#DIV/0!			
												#DIV/0!			
												#DIV/0!			
												#DIV/0!			
												#DIV/0!			

CTO's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Master's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTES :-**

Note 1 :- All discharges closed prior to entry into 4/12 limit. Automatic discharge control with Membrane Bio-Reactor treatment equipment.

Note 2 :- No flowmeter fitted to provide volume. All discharges closed prior to entry into 4/12 limit. Automatic discharge control.

Note 3 :- Bulk Discharge of held Greywater and Treated Sewage Greywater mix.

Note 4 (a) :- De-sludge of MBR 1. No flowmeter fitted to provide volume. Overboard valves shut at finish time and position. Membrane Bio-Reactor treatment equipment.

Note 4 (b) :- De-sludge of MBR 2. No flowmeter fitted to provide volume. Overboard valves shut at finish time and position. Membrane Bio-Reactor treatment equipment.

Note 4 (c) :- De-sludge of MBR 3. No flowmeter fitted to provide volume. Overboard valves shut at finish time and position. Membrane Bio-Reactor treatment equipment.

Note 5 :- Bulk discharge of held laundry water.

Note 6 :- Ships clocks retarded 1 hour.

Note 7 :- Ships clocks advanced 1 hour.

# 10.4 Attachment 4: Example 4 printed log

## Logbook Report

Expand/Collapse All: 

2017-07-31 - Sewage & Gray Water Book

LOCAL TIME	ENTRY	LOGGED BY	RANK	LAST MODIFIED
00:00 (UTC-07:00)	Start continuous Permeate (mixed BW and GW treated by AWWTS) discharge		4th Engineer	2017-07-31 00:09
<i>Cont. Permeate (mixed BW and GW treated by AWWTS) discharge started.</i>				
	Latitude 54° 31' 24" N	Longitude	133° 49' 15" W	
	Discharge Valve ID E	Speed	19.6 kn	
	Distance from land 16.05 NM	Counter 1	338530	
	Counter 2 64786	Remarks	-	
00:00 (UTC-07:00)	Start continuous Untreated Greywater discharge		4th Engineer	2017-07-31 00:08
<i>Cont. Untreated Greywater discharge started.</i>				
	Latitude 54° 31' 24" N	Longitude	133° 49' 15" W	
	Discharge Valve ID B & C	Speed	19.6 kn	
	Distance from land 16.05 NM	Remarks	-	
01:53 (UTC-08:00)	Start Permeate (mixed BW and GW treated by AWWTS) discharge from tanks		2nd engineer	2017-07-31 01:56
<i>Permeate (mixed BW and GW treated by AWWTS) discharge started from 1c. Start Vol(251m3) Discharge to (150m3)</i>				
	Latitude 55° 27' 1" N	Longitude	134° 15' 57" W	
	Discharge Valve ID G	Tank(s)	1c	
	Speed 20.2 kn	Distance from land	15.4 NM	
	Remarks Start Vol(251m3) Discharge to (150m3)			
02:13 (UTC-08:00)	Stop Permeate (mixed BW and GW treated by AWWTS) discharge from tanks		2nd engineer	2017-07-31 02:15
<i>Permeate (mixed BW and GW treated by AWWTS) discharge stopped from 1c. Discharged 96 m^3. 1c Ret(155m3)</i>				
	Start time 2017-07-31 09:53	Latitude at start	0.967 rad	
	Longitude at start -2.343 rad	End time	2017-07-31 10:13	
	Latitude 55° 33' 32" N	Longitude	134° 19' 0" W	
	Discharge Valve ID G	Tank(s)	1c	
	Volume 96 m^3	Discharged to	Sea	
	Flow rate 4800 l/min	Minimum speed	19.8 kn	
	Speed 20.6 kn	Distance from land	14.9 NM	
	Remarks 1c Ret(155m3)			
02:16 (UTC-08:00)	Stop continuous Untreated Greywater discharge		4th engineer	2017-07-31 02:24
<i>Cont. Untreated Greywater discharge stopped. Discharged 39.2 m^3.</i>				
	Start time 2017-07-31 07:00	Latitude at start	0.951 rad	
	Longitude at start -2.335 rad	End time	2017-07-31 10:16	
	Latitude 55° 34' 32" N	Longitude	134° 19' 28" W	
	Discharge Valve ID B & C	Flow rate	200 l/min	
	Volume 39.2 m^3	Discharged to	Sea	
	Minimum speed 19.9 kn	Speed	20.6 kn	
	Distance from land 13.9 NM	Remarks	-	
02:21 (UTC-08:00)	Stop continuous Permeate (mixed BW and GW treated by AWWTS) discharge		4th engineer	2017-07-31 02:28
<i>Cont. Permeate (mixed BW and GW treated by AWWTS) discharge stopped. Discharged 47 m^3.</i>				
	Start time 2017-07-31 07:00	Latitude at start	0.951 rad	
	Longitude at start -2.335 rad	End time	2017-07-31 10:21	
	Latitude 55° 36' 11" N	Longitude	134° 20' 15" W	
	Discharge Valve ID E	1. Start counter	338530 m^3	
	2. Start counter 64786 m^3	1. Stop counter	338534 m^3	
	2. Stop counter 64829 m^3	Volume	47 m^3	
	Discharged to Sea	Flow rate	233.83 l/min	
	Minimum speed 19.9 kn	Speed	20.6 kn	
	Distance from land 13.9 NM	Remarks	-	
06:55 (UTC-08:00)	Start continuous Permeate (mixed BW and GW treated by AWWTS) discharge		1ST ENGINEER	2017-07-31 16:36
<i>Cont. Permeate (mixed BW and GW treated by AWWTS) discharge started.</i>				
	Latitude 57° 0' 6" N	Longitude	134° 18' 25" W	
	Discharge Valve ID E	Speed	16.6 kn	
	Distance from land 4.5 NM	Counter 1	338536	
	Counter 2 64870	Remarks	-	
11:00 (UTC-08:00)	Stop continuous Permeate (mixed BW and GW treated by AWWTS) discharge		1ST ENGINEER	2017-07-31 16:36
<i>Cont. Permeate (mixed BW and GW treated by AWWTS) discharge stopped. Discharged 65 m^3.</i>				
	Start time 2017-07-31 14:55	Latitude at start	0.994 rad	
	Longitude at start -2.344 rad	End time	2017-07-31 19:00	
	Latitude 58° 9' 35" N	Longitude	134° 8' 30" W	
	Discharge Valve ID E	1. Start counter	338536 m^3	
	2. Start counter 64870 m^3	1. Stop counter	338563 m^3	
	2. Stop counter 64908 m^3	Volume	65 m^3	

## 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 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 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, 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 any 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. In the absence of a breach of contract by the contractor, 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. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. 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; Forum Selection**

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

**Article 12. Conflicting Provisions.**

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

Revised 4-14

**Article 2**  
**Appendix B<sup>1</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 notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.



Appendix C Cost Proposal

**Offeror Name**

--

**Cost Proposed as a Single Fully Burdened Rate per Project Category as noted below:**

Project Category	Rate in USD (\$)
Task #1	
Task #2	
Task #3	
Task #4	
Task #5	
Task #6	
<b>TOTAL COMBINED COST*</b> = Task 1 + Task 2 + Task 3 + Task 4 + Task 5 + Task 6	

<b>Authorized Representative (Print)</b>
<b>Signature</b>
<b>Date</b>

\*The Total Combined Cost is the sum of all 6 Tasks added together. DEC will initially award only Tasks 1 through 4, and retains the right to award Tasks 5 and 6 at its discretion, and if funding and time allow. If there is an arithmetic error, the total calculated by the Procurement Officer shall prevail.

## Appendix D Definitions and Acronyms

AIS: Automatic Identification System. Very High Frequency (VHF) based ship position information.

CFR: Code of Federal Regulations.

CPVEC: Commercial Passenger Vessel Environmental Compliance Program

Department or DEC: Alaska Department of Environmental Conservation.

Discharge Record Books: Wastewater (sewage and graywater) discharge records and logs required by 18 AAC 69.050 and the DEC Large Cruise Ship General Permit.

Large Cruise Ship: Commercial passenger vessel with 250 or more lower berths.

Project Manager: The person(s) designated by the Alaska Department of Environmental Conservation to monitor the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between the DEC and the Contractor.

State: The State of Alaska or the Alaska Department of Environmental Conservation as a State Contracting Agency

Vessel Tracking: Data that documents ship position using AIS or satellite data.