# STATE OF ALASKA REQUEST FOR PROPOSALS





# AWT 36' ALUMINUM PATROL VESSEL RFP 2020-1200-4357

ISSUED SEPTEMBER 10, 2019

ALASKA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF ALASKA WILDLIFE TROOPERS IS SOLICITING PROPOSALS FOR A DESIGN BUILD OF A 36' PATROL VESSEL WITH A HOME PORT OF CORDOVA, ALASKA.

ISSUED BY: PRIMARY CONTACT:

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF ADMINISTRATIVE SERVICES

JACKIE LEA
PROCUREMENT OFFICER
JACQUELINE.LEA@ALASKA.GOV

907.269.7661

# 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.

# TABLE OF CONTENTS

SECTION 1.	INTRODUCTION & INSTRUCTIONS	4
SEC. 1.01	Purpose of the RFP	4
SEC. 1.02	BUDGET	4
SEC. 1.03	DEADLINE FOR RECEIPT OF PROPOSALS	
SEC. 1.04	PRIOR EXPERIENCE	
SEC. 1.05	REQUIRED REVIEW	
SEC. 1.06	QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	
SEC. 1.07	RETURN INSTRUCTIONS	
SEC. 1.08	PROPOSAL CONTENTS	
SEC. 1.09	ASSISTANCE TO OFFERORS WITH A DISABILITY	7
SEC. 1.10	AMENDMENTS TO PROPOSALS	
SEC. 1.11	AMENDMENTS TO THE RFP	
SEC. 1.12	RFP Schedule	
SEC. 1.13	Pre-proposal Conference – Not Applicable	8
SEC. 1.14	ALTERNATE PROPOSALS	
SEC. 1.15	NEWS RELEASES	_
SECTION 2.	BACKGROUND INFORMATION	_
SEC. 2.01	BACKGROUND INFORMATION	
SECTION 3.	SCOPE OF WORK & CONTRACT INFORMATION	
SEC. 3.01	SCOPE OF WORK	_
SEC. 3.02	VESSEL SPECIFICATIONS	
SEC. 3.03	CONTRACT TERM AND WORK SCHEDULE	
SEC. 3.04	Deliverables	
SEC. 3.05	CONTRACT TYPE	
SEC. 3.06	PROPOSED PAYMENT PROCEDURES	
SEC. 3.07	CONTRACT PAYMENT	
SEC. 3.08	LOCATION OF WORK	
SEC. 3.09	THIRD-PARTY SERVICE PROVIDERS — NOT APPLICABLE	
SEC. 3.10	SUBCONTRACTORS	
SEC. 3.11	JOINT VENTURES	
SEC. 3.12	RIGHT TO INSPECT PLACE OF BUSINESS	
SEC. 3.13	F.O.B. POINT	
SEC. 3.14	CONTRACT PERSONNEL	
SEC. 3.15	INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	
SEC. 3.16	LIQUIDATED DAMAGES – NOT APPLICABLE	
SEC. 3.17	CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	
SEC. 3.18	NONDISCLOSURE AND CONFIDENTIALITY	
SEC. 3.19	Insurance Requirements	
SEC. 3.20	TERMINATION FOR DEFAULT	
SECTION 4.	PROPOSAL FORMAT AND CONTENT	
SEC. 4.01	PROPOSAL FORMAT AND CONTENT	
SEC. 4.02	Introduction	
SEC. 4.03	Understanding of the Project	
SEC. 4.04	EXPERIENCE AND QUALIFICATIONS	
SEC. 4.05	CONSTRUCTION DESIGN PLAN	25

SEC. 4.06	COST PROPOSAL	26
SEC. 4.07	EVALUATION CRITERIA	26
SECTION 5.	EVALUATION CRITERIA AND CONTRACTOR SELECTION	27
SEC. 5.01	EXPERIENCE AND QUALIFICATIONS (5%)	27
SEC. 5.02	CONSTRUCTION DESIGN PLAN (25%)	27
SEC. 5.03	CONTRACT COST (60 %)	28
SEC. 5.04	ALASKA OFFEROR PREFERENCE (10%)	29
SECTION 6.	GENERAL PROCESS INFORMATION	30
SEC. 6.01	Informal Debriefing	30
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	30
SEC. 6.03	SITE INSPECTION	30
SEC. 6.04	CLARIFICATION OF OFFERS	31
SEC. 6.05	DISCUSSIONS WITH OFFERORS	31
SEC. 6.06	EVALUATION OF PROPOSALS	31
SEC. 6.07	CONTRACT NEGOTIATION	
SEC. 6.08	FAILURE TO NEGOTIATE	32
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	
SEC. 6.10	Protest	32
SEC. 6.11	APPLICATION OF PREFERENCES	33
SEC. 6.12	Alaska Bidder Preference	34
SEC. 6.13	Alaska Veteran Preference	34
SEC. 6.14	ALASKA OFFEROR PREFERENCE	35
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS	35
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	
SECTION 7.	GENERAL LEGAL INFORMATION	37
SEC. 7.01	STANDARD CONTRACT PROVISIONS	37
SEC. 7.02	PROPOSAL AS A PART OF THE CONTRACT	37
SEC. 7.03	Additional Terms and Conditions	37
SEC. 7.04	Human Trafficking	
SEC. 7.05	RIGHT OF REJECTION	
SEC. 7.06	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	
SEC. 7.07	DISCLOSURE OF PROPOSAL CONTENTS	
SEC. 7.08	Assignment	
SEC. 7.09	DISPUTES	38
SEC. 7.10	Severability	38
SEC. 7.11	SUPPLEMENTAL TERMS AND CONDITIONS	
SEC. 7.12	CONTRACT INVALIDATION	39
SEC. 7.13	SOLICITATION ADVERTISING	
SECTION 8.	ATTACHMENTS	39
SEC. 8.01	ATTACHMENTS	39
ATTACUME	NT 1. DECECTAL EVALUATION FORM	40

3

# SECTION 1. INTRODUCTION & INSTRUCTIONS

## SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety (DPS), Division of Administrative Services, is soliciting proposals for a design build construction contract for a replacement marine law enforcement patrol vessel (medium class) constructed with a rigid aluminum hull for the provision of the Division of Alaska Wildlife Troopers (AWT), Vessel Section for the waters of Cordova, Alaska to include the waters of Prince William Sound Alaska. The home port for the new vessel will be Cordova, Alaska. A more detailed description, including scope of work, is provided in SECTION 3 – SCOPE OF WORK AND CONTRACT INFORMATION.

## SEC. 1.02 BUDGET

DPS, Division of AWT, estimates a budget of \$450,000 USD dollars for completion of this project. Proposals priced at more than \$450,000 USD dollars may be considered by the state; however offerors are reminded that cost is a significant evaluation criteria element (60% weight) for the award of this contract. Higher priced cost proposals will receive fewer points for the cost evaluation criteria than lower priced cost proposals.

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

# SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 3:00 p.m. prevailing Alaska Time on October 1, 2019.

Faxed or emailed proposals are not acceptable.

Oral proposals are not acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

## SEC. 1.04 PRIOR EXPERIENCE

DPS requires that the offeror be qualified to provide the services outlined in this RFP.

"Qualified" in this instance means that the offeror has significant experience fabricating aluminum vessels of similar design and of 30' or greater in length.

In order for offers to be considered responsive offerors must identify how they meet the minimum prior experience requirements below in their proposal:

- The offeror must demonstrate that they have successfully completed a minimum of 5 vessels of similar design.
- The offeror must demonstrate they have more than five years of experience in aluminum vessel fabrication.
- The offeror must provide welding qualifications for the persons welding the vessel.
- The offeror must demonstrate the vessel can be fully designed, engineered, and modeled in 3D.
- The offeror must have a suitable fabrication facility that is both sheltered and heated.
- DPS will require the highest ranked offeror to provide proof of these qualifications before a contract is awarded. Failure to provide proof of these qualifications will result in a rejection of the proposal and negotiations with the next highest-ranked offeror will begin.

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

## Qualified bidders or offerors - 2 AAC 12.875

- (a) Unless provided for otherwise in the solicitation, to qualify as a bidder or offeror for award of a contract issued under AS 36.30, a bidder or offeror must
  - 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
  - 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the solicitation.
- (b) If a bidder or offeror leases services or supplies or acts as a broker or agent in providing the services or supplies in order to meet the requires of (a) this section, the procurement officer may not accept the bidder or offeror as a qualified bidder or offeror under AS 36.30.

# SEC. 1.05 REQUIRED REVIEW

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

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

The deadline for receiving questions is September 24, 2019 at 4:30 p.m. Alaska Time.

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

PROCUREMENT OFFICER: Jackie Lea – PHONE 907.269.7661 – EMAIL jacqueline.lea@alaska.gov

# SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one sealed original proposal and three hard copies of their proposal, in writing, and one copy of their proposal on CD disk or USB flash drive to the procurement officer in a sealed package.

One cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Public Safety
Division of Administrative Services

5

Attention: Jackie Lea
Request for Proposal (RFP) Number: 2020-1200-4357

RFP Title: AWT 36' Aluminum Patrol Vessel

4805 Dr. Martin Luther King Junior Avenue Anchorage, Alaska 99507

If using <u>U.S. mail</u>, please use the following address:

4805 Dr. Martin Luther King Junior Avenue Anchorage, Alaska 99507

If using a <u>delivery service</u>, please use the following address:

4805 Dr. Martin Luther King Junior Avenue Anchorage, Alaska 99507

Faxed proposals will not be accepted.

Emailed proposals will not be accepted.

It is the offeror's responsibility to contact the issuing agency at 907.269.7661 or email the procurement officer at <a href="mailto:jacqueline.lea@alaska.gov">jacqueline.lea@alaska.gov</a> to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

# SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

# (a) AUTHORIZED SIGNATURE

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

# (b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

# (c) VENDOR TAX ID

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

# (d) CONFLICT OF INTEREST

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

- (e) FEDERAL REQUIREMENTS NOT APPLICABLE
- (f) BID BOND PERFORMANCE BOND SURETY DEPOSIT NOT APPLICABLE

## SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

# SEC. 1.10 AMENDMENTS TO PROPOSALS

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

## SEC. 1.11 AMENDMENTS TO THE RFP

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

# SEC. 1.12 RFP SCHEDULE

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

- Issue RFP September 10, 2019,
- Deadline for Receipt of Proposals October 1, 2019 at 3:00 p.m. prevailing Alaska Time,
- Proposal Evaluation Committee complete evaluation week of October 1, 2019,
- State of Alaska issues Notice of Intent to Award a Contract week of October 1, 2019,
- State of Alaska issues contract week of October 14, 2019,
- Contract start approximately October 21, 2019.

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

# SEC. 1.13 PRE-PROPOSAL CONFERENCE – NOT APPLICABLE

## SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

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

## SEC. 1.15 NEWS RELEASES

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

# SECTION 2. BACKGROUND INFORMATION

## SEC. 2.01 BACKGROUND INFORMATION

Operational Area: All of Southeast Alaska

Since statehood DPS has utilized a variety of patrol vessels to service the needs of the Alaska citizenry in Alaska. Primarily operated in and around the waters of Copper River, Prince William Sound, all waters of Southeast Alaska including the outer coast, these patrol vessels have varied in size and shape as necessary to meet the demands of the waters assigned. These vessels provided reasonably seaworthy platforms for short-term patrols of 3 to 10 days in duration. The patrols involving these vessels have varied depending on the operational need of the enforcement program assigned. A normal vessel crew has consisted of a minimum of 2 persons and as many as 4 persons aboard vessels of this size. This vessel must be sufficiently capable of working and carrying a small amount of seized gear, including but not limited to recreational crab pots, shrimp pots and gillnet gear. This vessel does not require a permanent crew; the operators and handlers could be trained relatively quickly and will have ample opportunity to maintain current operation and qualification.

Specific to the Copper River Flats area, shallow draft, jet driven vessels have been utilized for many years by local fisherman and have proven to be effective, efficient, well suited to the area and its unique challenges. The current vessel has been used for several years and has been proven to be inadequate as its draft and engine configuration are not conducive to shallow water and gillnet avoidance, a replacement vessel is needed. After extensive research, DPS has determined that a newly constructed patrol vessel mimicking a 32' to 36' shallow draft landing craft specifically designed for this dynamic environment made of marine grade aluminum, would best suit the needs for a law enforcement patrol vessel operating in the waters of the Copper River, Prince William Sound, Alaska and surrounding areas. The marine grade aluminum design was chosen because it produces the best balance of required power, fuel and maintenance efficiency sea worthiness, and speed needed.

The vessel will be used for public safety and law enforcement during the annual Copper River fisheries and in other areas of the State for a multitude of operations. This vessel will be one of several DPS vessels providing routine and consistent service to the area. Its primary mission will be for resource enforcement of the commercial salmon and herring fisheries in the area, but will also be used for sport fishing, subsistence fishing, and hunting activities. It must be capable of operating in inclement weather and rough seas.

This RFP sets forth the design and performance specifications for the vessel. DPS desires to purchase a newly constructed, high quality vessel with sea-keeping abilities required for Copper River Alaska and other inshore waters of Alaska, a vessel capable of performing the patrol duties that previous vessels have failed to do based on configuration and more. The required length for this vessel is set at 32 to 36 feet.

# SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

# SEC. 3.01 SCOPE OF WORK

DPS, Division of Administrative Services, is soliciting proposals for a design build construction contract for a replacement marine law enforcement patrol vessel (medium class) constructed with a rigid aluminum hull for the provision of AWT, Vessel Section for the waters of Cordova, Alaska to include the waters of Prince William Sound, Alaska. The home port for the new vessel will be Cordova, Alaska.

## SEC. 3.02 VESSEL SPECIFICATIONS

# (a) Vessel Performance Standards

The vessel and its components shall be suitable for operation everywhere in Prince William Sound, Alaska in all seasons. The vessel must successfully operate in the following environmental conditions:

- Ambient air temperatures: 80 degrees Fahrenheit to -10 degrees Fahrenheit
- Water temperatures between 55 degrees Fahrenheit and 30 degrees Fahrenheit
- Wind speeds between 0 and 30 knots
- Wave heights between 0 and 8 feet

<u>HULL</u>: Welded aluminum, shallow draft. In the general design of a mono hull landing craft with the ability to operate in seas of up to 8 feet.

<u>LENGTH</u>: Required length shall be no less than 32 feet length overall and no greater than 36 feet, not including fenders and attachments.

BEAM: Minimum of 12 feet maximum 14 feet.

<u>FREEBOARD</u>: Vessel minimum freeboard is 30 inches loaded. Freeboard shall be measured from the top of the continuous watertight deck to the water, at the lowest point on the deck edge.

<u>STABILITY</u>: Vessel must pass a simplified stability test, per United States Coast Guard (USCG) Subchapter T, for worst case load condition with the vessel operating in exposed waters. Also, vessel must have a collision bulkhead, per USCG Subchapter T, and additional watertight bulkheads, spaced so that the vessel will not sink if one compartment is holed.

CARGO: The vessel must be able to carry deck loads of up to 4,000 pounds.

<u>PROPULSION</u>: Twin Hamilton Jets capable of achieving 30 knots, engines shall be identified in the proposal and must be of a proven design.

SPEED: Cruise speed to be a minimum of 24 knots.

RANGE: 300 NM minimum.

FLYING BRIDGE: No flying bridge required.

DRAFT: Not to exceed 30 inches.

# (b) Vessel Construction Standards

The structure of the vessel shall be simple and robust in nature and shall be constructed of 5086 Marine Grade aluminum plate or similar equivalent to be approved by the project manager with all welded construction. Material certificates shall be provided by contractor. American Bureau of Shipping (ABS) welding standard for Aluminum vessels and American Boat and Yacht council (ABYC) standards for a vessel of this size apply. Where DPS has questions or concerns about structural design, the contractor shall provide an engineering analysis of the area in question.

Extra structure shall be provided in areas of high stress. As appropriate for normal good ship building practices, stress relieving curves/radii and brackets shall be provided in areas of high stress. Insert plates shall be provided at points of stress concentration and hull penetration. Double plates shall not be substituted for insert plates.

Other structural details (such as manholes, limber holes, rat holes, water and oil stops) shall be incorporated into the vessel's structure to provide proper access, drainage of water, or proper functioning of tanks and systems.

Workmanship shall be to a high standard. Vessel structural fit-up must be accurate with no gaps between plate and supporting structure. End connections must be clean and free of rough edges. Structural connections, relief holes, radiuses, and bracketing must be provided so that there are no areas of concentrated stress in the hull.

The contractor shall take whatever means are necessary to avoid inducing stain and deformation into the vessel from welding. This includes modifying welding procedures and welding and assembly sequencing. Evidence of minor structural deformation or cracking will be cause for a partial refund to DPS. Evidence of major structural deformation or cracking will be cause for DPS to terminate the contract for negligence. All internal and external spaces of the vessel shall be accessible for inspection and maintenance. Inspection hatches shall be waterproof, quick acting, non-plastic hatches.

All equipment installed to have reasonable access for maintenance (This item will be verified at sea trials).

Questions about space and machinery access must be addressed before construction or installation of component in question.

Installation of metals other than aluminum shall be strictly controlled. Ferrous metals shall be minimized to only those required of specified equipment and shall not be installed in the vessel structure, mechanical, or electrical systems unless the contractor receives prior approval from the state. Non-aluminum fasteners shall be stainless steel. Where non-aluminum metal and aluminum must be connected, such connection shall occur through a dielectric kit, or some other means to eliminate or minimize galvanic corrosion. The state shall reject, and the contractor shall replace, any dissimilar metal installation the state believes may be susceptible to galvanic corrosion.

# (c) VESSEL MACHINERY AND SYSTEMS

**PROPULSION**: Dual engine, dual Jet propelled capable of 30 knots per hour and a cruising speed of 24 knots per hour.

#### **VESSEL CONTROLS:**

2 control stations with electronic controls. One station mounted inside pilot house starboard side, one

station mounted on forward bow positioned on the starboard side in view over the side at the crab block.

## **FUEL SYSTEMS:**

- Dual fuel tanks, aluminum, locations to be determined by the manufacturer for suitable stability. Tanks
  to have sediment/water collection sumps with drains. Minimum 200-gallon capacity per tank unless
  proposal adds tanks in specific locations for stability.
- Tanks to be fitted with 2" fills, 1 ½" vent and electric fuel level sender.
- Proper ventilation system to be installed in any void spaces that have fuel present and other machinery to include but not restricted to vent blowers, alarms, indicators and control panels for all systems.
- Racor or equal with primary and secondary filters.

## **HYDRAULIC SYSTEMS:**

- A hydraulic system to be provided on the vessel powered from electrical motor or propose and alternate equivalent.
- Hydraulic systems shall include all related valves, hoses fittings and supplies to make each item fully functional. Hydraulic systems shall be simple and easy to maintain. All exposed fittings to have Densel tape covering. All exposed hoses to have chafe covering.

## **BILGE SYSTEM:**

- Any watertight compartment is to have a separate 2000 GPH bilge pumps with automatic float switches and console mounted 3-way on off manual switches with alarms
- Bilge pumps must be easily accessible for maintenance and removal. A minimum of 1 inch discharge hoses to be used to aluminum through hull fitting above water line with check valves and ball valves. (See wash down pump).

## **WASH DOWN PUMP:**

There is to be installed a deck wash down pump. This pump to have suction of raw seawater. The
discharge is to be through a deck fitting with valve and hose 1 ½" 20' of hose to be supplied. On/off
switch to be provided.

## **CABIN HEATING AND INSULATION:**

- A central forced air-heating system to be installed to heat all accommodation areas including the head, pilot house and berthing area including the windshields. This unit to be a Webasto unit or equal. There are to be separate controls in each outlet of the ducting to sufficiently control the temp throughout the vessel.
- The craft heater may be plumbed to the engine cooling circuit.
- The heat system is to be sized to keep the vessel warm during winter ambient temperatures.
- All heated spaces shall be insulated with marine grade insulation securely attached to vessel structure.
   Sprayed in foam insulation is not acceptable.
   All heating system pipes and ducts shall be insulated.

## **FRESH WATER SYSTEMS:**

- Potable water system consisting of a minimum of 40 Gallon freshwater tank or tanks, water supply pump.
- All water pipes to be insulated accordingly.
- Fresh water fill to be done via deck fitting 2.5" clearly marked "potable water".

- Water systems to have drains to allow for draining system to prevent freezing and all fresh water piping shall be insulated.
- All fresh water systems must have a low point drain for winterization purposes.
- Hot water system with minimum 5-gallon capacity or on demand supply.

#### **SANITATION SYSTEMS:**

- Fixed marine style toilet to be provided with either direct overboard discharge or to holding tank with pump out ability.
- Five gallon holding tank.
- Integrated shower in the same chamber as the toilet with direct overboard discharge.

## **FIRE AND SAFETY SYSTEMS:**

- Smoke alarms to be in any man size compartment of vessel and berthing area to have carbon monoxide (CO) detectors.
- Portable fire extinguishers to be mounted throughout the vessel in accordance with USCG rules.
- USCG APPROVED Life rings with line and brackets.
- A fixed firefighting system within the engine room with a manual deployment switch located outside and forward of the main cabin and easily accessible.

#### **ELECTRICAL SYSTEM:**

- The vessel shall be able to successfully operate at cruising speed, with all equipment functional. The vessel must also be able to stay at the dock on shore power for prolonged periods of time unattended.
- Under no circumstances, including engine starting, may electrical current be routed through the ship's structure.
- Grounding of all A/C devices shall occur using a third, separate, conductor (not the hull), with a single hull ground and a ground detection meter located at the main distribution panel.
- All distribution circuits shall be protected by separate circuit breakers, not fuses.
- All electrical equipment must be high marine quality and meet the provisions of ABYC. Vapor tight and water tight fixtures shall be used where applicable.
- All distribution panels shall be provided with a number of spare circuits and breakers equal to at least 15% of total breaker capacity.
- All conductors and electrical wire shall meet the provisions of Institute of Electrical and Electronics Engineers (IEEE) 45.

# **HOUSE DISTRIBUTION POWER:**

- 12 Volts DC (VDC) house power shall be supplied with a minimum of 2 each marine grade deep cycle batteries. Final number of batteries shall be determined by load analysis provided by the Contractor.
- House power batteries shall be charged with a consta-volt or similar battery charger, sized for, and capable of, providing the entire power load of the house system.
- House power batteries shall also be capable of being charged from the engine alternator or a built in 4kw marine grade generator through a selector switch.

## **ENGINE START/RUN POWER:**

- Each 12 VDC Start/Run power system shall be supplied with a minimum of 2 ea. Marine grade batteries Deep Cycle. Final number of batteries shall be determined by load analysis provided by Contractor.
- Batteries shall be charged with a trickle type battery charger, sized for, and capable of, recharging dead batteries overnight.
- Each Start/Run battery system shall also be capable of being charged from the engine alternator,

13

through a selector switch.

#### **120v AC POWER:**

- 120V electrical power is to be supplied by a 20-amp shore power circuit, through a common switch to a 120VAC distribution panel.
- Shore power shall be routed through an isolation transformer. The shore power inlet is mounted on the
  exterior cabin bulkhead and serviced by a CFM shore power cord. The cord is to have plug-ins on both
  ends and to have secured storage space provided on the vessel. The cord is to be 50 feet in length. The
  shore power panel will have a double pole breaker, polarity indicator, and five single pole circuit
  breakers.
- 120VAC power shall be distributed, via separate circuit, to:
  - Each battery charger
  - Three GFCI receptacles.

**LIGHTING**: All exterior lighting and navigation lights are required to be LED.

- Navigation lights of the standard for a marine vessel of size and duty per the USCG collision regulations.
- Deck lights:
  - Two lights mounted on aft of house to illuminate the aft deck
  - Two lights mounted on mast or top of house to illuminate forward and outboard.
  - One light mounted on mast or top of house to illuminate Anchor storage area.
  - One remote controlled spotlight on top of pilothouse (400,000) candle power or better.
  - One each Revolving or Flashing Blue lights 8" high power 12VDC.
  - One each White 360-deg Anchor light 12VDC.
  - All lights to have Pilot House control.
- Interior Lighting: All interior lighting is required to be LED.
- Four each 12vdc red/white dome lights in pilot house.
- Head to have one lights.
- 4-6 lights in below deck spaces.
- Living area to have 2 lights (light over table and stove).
- Light in toilet area.

## **ELECTRONICS:**

- All electronics to be 12 VDC with a separate and dedicated distribution panel on bridge and each item to have separate circuit/breaker panel lighted for nighttime operations. All components are to be supplied by the DPS with necessary mount brackets, wires, antenna wires and antennas for the service intended, to be installed by the ship builder. Proposal shall include cost to install the following items. Owner will supply the vast electronic package but will confer with manufacturer to ensure compatibility with proposed systems. Electronics will be delivered to the manufacturer prior to the build to ensure proper placement.
  - Radar: owner supplied
  - o VHF: owner supplied
  - GPS: owner supplied
  - o Depth sounder: owner supplied. Must be transom attached, not a through hull.
  - Hailer: owner supplied
  - Compass: standard magnetic (electronic compass will be owner supplied)

- o Horn: electric
- o EPIRB: Not required
- Police radio with antenna: owner supplied
- All switches on the vessel to be clearly marked with professional style labels.

## **MISCELLANEOUS EQUIPMENT:**

- 12 VDC Windshield wipers port, center and starboard.
- One each 120vac GFI outlet on aft deck in water tight receptacle.
- Two Spare 12v outlets in helm area (USB type).
- One VHF to have remote deck speaker.
- Spare wire ways/through hull for future installations.
- Window fans for all forward-looking windows.
- Install power inverter 12v to 120v with outlet in bridge area (this unit for operation of small AC devices such as charging portable radios, computers, and camera batteries minimum 1000W).

# (d) ACCOMMODATIONS

- The accommodation of this vessel shall comfortably accommodate the needs of three people minimum while on patrol for 2-5 days.
- Sleeping quarters can be within the cabin alongside the galley and navigation areas. Galley area must be
  positioned so that cooking and food prep/cleanup can occur while the vessel is underway. The control
  station must be as independent as possible from all other areas so that the operator is not hindered by
  in cabin operations.

## **PILOT HOUSE:**

- Starboard forward corner to have all controls.
- Radios and certain electronics can be mounted on the overhead.
- Two each heavy-duty mechanical shock mitigating type chairs mounted in the forward cabin on both sides. With foot rests.
- Storage space for charts and books.

## **MINIMUM BERTHING AREAS**:

- Minimum of 2 berthing bunks fixed to have sea rails and mattresses (3" min) and privacy curtains.
- 1 non-permanent bunk can be integrated below the bottom bunk and slide out (trundle bed).
- Stowage areas, deck boxes outside and adequate space utilization on the inside to maximize the use of dead space.

## **MARINE HEAD:**

- Toilet.
- Safety mirror.
- Exhaust fan.
- Cabinet.
- Towel rack.
- Hand rails (two each).
- Shower, integrated into the marine head.

#### **GALLEY**:

- Stowage Cabinets.
- Sink.

- 12 VDC refrigerator (not freezer).
- Propane, minimum 2 burners cook top (provide quote for optional propane oven with 2 burner cook top with gimbal mount). Minimum 15lb propane bottle to be secured on back deck in enclosed storage.
- Marine safety shutoff to be located on bulkhead near the main cabin door.
- Counter top work surface.
- Table and seating for a minimum of two persons.

# (e) SAFETY EQUIPMENT

- Four each Survival suits, USCG Approved, DPS provides.
- Life raft, USCG Approved, DPS provides.
- Medical kit, DPS provides.
- Tools kits, DPS provides.
- Offshore Flare kit. USCG Approved.
- One each locker for storing secure items with locking feature (Gun Storage locker).
- For all items that are DPS provided, storage space is to be provided on the vessel.
- Life Ring with line and bracket with light.

# (f) WINDOWS AND DOORS

- Windows shall be high quality marine grade, extruded frame, bolt in, and shall be fully watertight. Sea
  Glaze aluminum frame or equivalent. The state will witness a high-pressure hose test on all windows
  during sea trials. Leaking windows shall be fully removed and replaced with new windows. Selected side
  windows in Pilothouse and accommodation areas to have the ability to be opened and locked in both
  the open and closed position.
- All windows are to be sized and positioned to allow for maximum visibility from all positions in the cabin. Forward slant on 2 or 3 window configuration in the front cabin. Slider doors forward by helm station on both port and starboard sides.
- At least one after cabin window for visibility. Must have the ability to open and secure in the open position.
- This vessel will require 2 doors, both along the centerline, one on the forward cabin bulkhead between the pilot and passenger seats and one on the aft cabin bulkhead between the head and sleeping racks.
- Two boarding doors, the first being aft facing to the swim deck and a minimum of 24 inches wide and
  the height of the gunnel. The second being forward of the davit on the starboard sid3 28 inches wide
  and the height of the gunnel and be at a distance forward of the davit to allow it to swing a pot within
  the scope of the opening.

# (g) MISCELLANEOUS ITEMS

- All doors are to have latches to secure in the open position.
- All exterior doors and hatches must have the ability to lock.

## (h) DECK EQUIPMENT

- Lifting eyes to be placed at 4 equal points at the gunnels to allow for a crane or lift to raise the boat on a level plane.
- One storage box located on the aft deck behind the cabin.

## **ANCHOR/ANCHOR WINCH/ANCHOR LOCKER:**

- Hydraulic or Electric windlass of appropriate size for anchor and chain. Must be drum style.
- Bruce/Claw style Galvanized Anchor of appropriate size for vessel.

- Minimum of 50' of galvanized 3/16" chain and 300' of ½ anchor line.
- Anchor locker to store and secure, Anchor, chain and line or an adequate real to accommodate the chain and line and the ability to secure the anchor in place and ready for use.

## **POT PULLER/DAVIT:**

- One angular davit forward of the cabin on the main deck with pot puller attached, minimum pulling capacity of 300 pounds. Hydraulic powered.
- Davit must be able to swing inboard and over the side and lock in place at 90 degree increments from the bow.
- Starboard side hull must have a sheet of Ultra-High-Molecular-Weight (UHMW) integrated outside the hull to protect against damage during pot pulling operations.

## **RAILINGS:**

• Handrail system along the gunnels in accordance with the drawing provided.

#### **DECK HATCHES:**

- Any deck hatches are to be of such size and shape that allow for easy access to the space. All hatches to have gutters to allow water to drain away from the opening.
- All hatches for storage spaces are to be of sufficient size and shape to make best use of space. They are to be flush mounted and water tight (Freeman Hatch or equal).

## **MOORING AND FENDER EQUIPMENT:**

- Eight each cast aluminum cleats to be positioned in pairs running fore to aft at equal distance on both sides. Must be submerged into the gunnel with ample room to secure a line.
- The aft cleats are to be of sufficient strength to tow from or an additional aft towing bit.
- There shall be a cleat at or very near anchor winch.
- Outer hull must be configured with attachment eyes to accommodate removable and replaceable torpedo fenders on both port and starboard sides with the exception of the pot pulling area where the UHMW is constructed. This fendering system must run the length of the hull with the exception of the UHMW area.

# (i) PAINT, PREP AND MARKINGS

- Paint scheme, where applied, to match existing vessels. Samples to be provided by DPS.
- All exterior walking/work surfaces to have non-skid material.
- DPS will supply all decals to be applied to house and hull.
- It is not intended that the house or the hull 6 inches above the water line to have any paint on it. Other than the deck non-skid areas.
- The entire bottom hull up to 6 inches above the waterline will have anti-foul paint, black in color.

## (i) Manuals and Documentation

- Contractor shall supply: two complete sets of all documents, instructions, provided by the manufacturers of the installed equipment and machinery.
- Contractor shall supply: two complete sets of all drawings and schematics used during the construction of the vessel, upgraded to "As-built" status, including all electrical and piping systems and the written results of the simplified stability test.

• Contractor shall supply: any information regarding trials and tests of the vessel and its systems to be provided to DPS.

# (k) SEA TRIALS

- Extensive sea trials to be accomplished starting with 1-day system checks dockside.
- Separate sea trial for up to 3 days to be provided. This will include overnight trial to be conducted at the discretion of DPS.

# (I) PROOF OF CONTRACTOR QUALIFICATION

See SEC. 1.04 - PRIOR EXPERIENCE.

# (m) QUALITY OF VESSEL DESIGN

The state requires that the vessel design be a high quality, outer hull from gunnels to keel must be from a proven design, from a qualified boat designer with more than five years' experience. "Proven design" means that the same hull design proposed by the contractor already exists and is proven in similar service. "High quality" design means that the vessel scantlings are adequately sized and structural members correctly space to provide an acceptable level of stress when subjected to design loads. "High quality" also means that the vessel design has features that allow for easy and safe vessel operation and easy vessel maintenance.

DPS requires that all offerors submit a complete vessel design with their proposal. DPS will have the design submitted by the apparent highest ranked offeror reviewed by a Professional Naval Architect/Marine Engineer on a pass/fail basis. If the design fails this professional review, the subject proposal will be disqualified and rejected and the design qualification process will begin again with the offeror of the next highest-ranked proposal. The design submitted by each offeror must contain the following minimum information:

- (1) Plan view drawing of the arrangement of the Main Deck.
- (2) Profile view drawing of the vessel, showing design water line, fully loaded.
- (3) Arrangement drawing of cabin.
- (4) Structural plans for hull describing: plate, stiffeners, frames, girders, and bulkheads.

DPS will require that prior to fabrication the following drawing s are submitted for approval:

- (1) Electrical load analysis with one-line diagram (each system).
- (2) Heating system piping and ducting.
- (3) Console layout (bridge).

Minimum drawing size is 11" x 17".

# (n) QUALITY OF FABRICATION AND INSTALLATION

The state requires that this vessel be a quality vessel. All work and fabrication procedures must be accomplished to good marine practice. The quality of aluminum welding must meet U.S. Coast Guard standards and the contractor shall provide results of relevant and recent weld strength tests for state approval, before the start of construction. All materials installed on the vessel must be suitable for use in the marine environment and shall be chose to provide strength and extended wear. The contractor shall not use metal materials other than aluminum or stainless steel without specifically informing the state how the contractor intends to deal with galvanic corrosion due to dissimilar metals.

# (o) QUALITY OF EQUIPMENT AND COMPONENTS

The state requires that all equipment and components installed on the vessel, or provided with the vessel, be of a high quality suitable for service in a marine environment. All equipment and components must have a proved record of three years successful service, working in a similar marine environment. No first models of any equipment or components shall be installed or provided by the contractor unless approved by the state.

# (p) Design and Construction Phase Meetings

DPS will require 3 meetings after the bid is awarded. DPS will send 2 representatives to the manufacturer facility to meet with contractor personnel and discuss the following:

<u>First Meeting</u>: Design and construct. This meeting will encompass DPS's vision of vessel and help answer any questions that may have been left out during the bid process. It will also ensure that the esthetic design of the boat meets DPS criteria.

<u>Second Meeting:</u> This meeting will occur when the vessel is at it mid-point build and the internal hull is still exposed. This is required to inspect welds and ensure quality craftsmanship. In addition, its likely changes will be required either by the DPS or the builder. This meeting is required to update and create a change schedule.

<u>Third Meeting:</u> Acceptance and sea trials. DPS personnel will arrive on the proposed completion date prior to delivery and verify the build against the original proposal and all change orders. Sea Trials to commence when acceptance is complete.

# SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately October 21, 2019, for approximately 1 year until completion at the construction facility and underway or shipped to Cordova, Alaska, approximately October 31, 2020.

The contractor shall complete construction of vessel with appropriate inspections by DPS representatives at various completion phases of construction.

The contractor shall deliver the vessel in the water for sea trials and initial acceptance near contractor's location.

Sea trials and final acceptance of vessel are completed by DPS.

Offerors are advised that DPS considers the above construction / deliver schedule to be a critical element of the construction design plan. The construction delivery schedule of 1 year should be considered the maximum allowable for proposal submission planning purposes.

The offeror shall provide a proposed schedule/timeline of the project to include:

l.	First draft review by state to (Offeror to provide dates in schedule/timeline).
2.	Draft back to contractor for revision as required to (Offeror to provide dates in
	schedule/timeline).
3.	Contractor submits final report (Offeror to provide dates in schedule/timeline).

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written

notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

## SEC. 3.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

The completed vessel underway for Cordova, Alaska from contractor's port final delivery location with final delivery date approximately October 31, 2020.

## SEC. 3.05 CONTRACT TYPE

This contract is a firm fixed price contract.

## SEC. 3.06 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

AWT will provide 10% of the contract amount upon award and subsequent approval of construction design plan and schedule. AWT intends to make additional progress payments based upon the negotiated payment schedule up to a maximum of 40% of the contract amount. The remaining 50% of the contract amount will be paid upon final delivery and acceptance of the vessel by AWT.

Any change order work required during vessel construction, after approval to proceed is granted by the DPS Procurement Officer in writing, will be paid upon completion of the approved work and presentation of an itemized invoice on a net thirty day credit basis.

# SEC. 3.07 CONTRACT PAYMENT

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

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

## SEC. 3.08 LOCATION OF WORK

The location the work is to be performed for the construction, completion and management of the vessel shall occur at the contractor's business location. The contractor shall provide its own workspace.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

## SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS – NOT APPLICABLE

# SEC. 3.10 SUBCONTRACTORS

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

Offerors must identify the total percentage of the construction contract that will be performed by the subcontractors. No more than 25% of the construction work may be performed by subcontractors.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

## SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

## SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

# SEC. 3.13 F.O.B. POINT

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

## SEC. 3.14 CONTRACT PERSONNEL

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

# SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

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

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

## SEC. 3.16 LIQUIDATED DAMAGES – NOT APPLICABLE

# SEC. 3.17 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 Public Safety or the Commissioner's designee.

# SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY

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

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

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

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

# SEC. 3.19 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 B<sup>1</sup>, 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 B<sup>1</sup> must be set out in the offeror's proposal.

## SEC. 3.20 TERMINATION FOR DEFAULT

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

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

# SECTION 4. PROPOSAL FORMAT AND CONTENT

# SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

## SEC. 4.02 INTRODUCTION

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

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

## SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Offerors shall identify any potential cost saving, weight saving or performance improving opportunities after a thorough review of the specifications.

## SEC. 4.04 EXPERIENCE AND QUALIFICATIONS

See SEC. 1.04 PRIOR EXPERIENCE.

# SEC. 4.05 CONSTRUCTION DESIGN PLAN

Offerors must provide a comprehensive construction plan with their proposal. The plan shall give dates of significant phase completions of the vessel and a clear delivery date. This plan must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

- <u>Construction Specification</u>: This specification shall clearly indicate all vessel performance criteria, including tank capacities, and relevant construction standards.
- <u>Preliminary weight, trim and stability</u>. A brief analysis of proposed vessel weight, trim, and stability shall be provided. This analysis shall demonstrate how the contractor's vessel will meet the relevant specification requirements regarding freeboard and stability. Data may be based on similar vessels, if they have been recently constructed by the contractor and have very similar characteristics to the proposed vessel.
- Speed and fuel use/range calculations shall be included for various operating RPMs.
- <u>A complete detailed list</u>: including all machinery, equipment, spares, tools, etc. to be included with the vessel.
- <u>Drawings</u>: Submit at least: Deck arrangements for each deck level including hold level, Structural Inboard Profile, Outboard Profile, Typical Structural Amidships Section (with scantlings). Drawings shall be a minimum of tabloid size (11 x 17 inch).

- Note 1: Any other information relevant to the vessel or contractor's construction quality.
- <u>Note 2</u>: Descriptions and materials for cabin insulation, paint coatings, interior finish, appliances, cabin layout, etc. are also expected in the construction plan.

The construction design plan should give the State of Alaska the best possible understating of how the offeror proposes to construct the vessel and what components will be used. Pictures of similarly produced vessels by the offeror should be included.

# SEC. 4.06 COST PROPOSAL

Cost proposals shall include the following:

- Total cost for vessel construction (including all design, labor, materials, fabrication, project management, construction work and installation of equipment as specified in this RFP and also including sea trials and all required vessel documentation).
- Total cost for vessel delivery FOB final destination Cordova, Alaska.

The offeror may provide a line item detail for vessel construction and delivery that breaks down all major cost areas; however, this information is not required.

## SEC. 4.07 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in SECTION 5 — EVALUATION CRITERIA AND CONTRACTOR SELECTION.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

# SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

## SEC. 5.01 EXPERIENCE AND QUALIFICATIONS (5%)

Proposals will be evaluated against the questions set out below:

- 1) Has the offeror demonstrated in their proposal that they have successfully completed a minimum of 5 vessels of similar design?
- 2) Has the offeror demonstrated in their proposal they have more than five years of experience in aluminum vessel fabrication?
- 3) Has the offeror provided in their proposal the welding qualifications for the persons welding the vessel?
- 4) Has the offeror demonstrated in their proposal the capability that the vessel can be fully designed, engineered, and modeled in 3D?
- 5) Has the offeror provided in their proposal that they have a suitable fabrication facility that is both sheltered and heated?

# SEC. 5.02 CONSTRUCTION DESIGN PLAN (25%)

Proposals will be evaluated against the questions set out below and the maritime vessel technical criteria areas of "Mission Suitability" and "Structure and Machinery":

- 1) Has the offeror provided a construction design plan that follows the specifications and layout described in SEC. 3.02 VESSEL SPECIFICATIONS, with significant phase completion dates?
- 2) Has the offeror provided general arrangement, profile, and structural drawings of the boat that accurately convey the vessels size, shape, function and layout?
- 3) Has the offeror incorporated in the design all of the specifications described in SEC. 3.02 VESSEL SPECIFICATIONS Vessel Performance Standards?
- 4) Has the offeror provided descriptions of major equipment components such as engines and generators?
- 5) Has the offeror incorporated in the design all the operational systems specifications described in SEC. 3.02 VESSEL SPECIFICATIONS Vessel Machinery and Systems?
- 6) Has the offeror incorporated in the design all the mechanical specifications described in SEC. 3.02 VESSEL SPECIFICATIONS Vessel Machinery and Systems?
- 7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS Vessel Machinery and Systems?
- 8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS Accommodations?

- 9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS Safety Equipment?
- 10) Has the offeror incorporated in the design all the storage requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS for storage spaces?
- 11) Has the offeror incorporated in the design all the windows and door requirements described in SEC. 3.02 VESSEL SPECIFICATIONS Windows and Doors?
- 12) Has the offeror incorporated in the design all the miscellaneous and deck equipment requirements described in SEC. 3.02 VESSEL SPECIFICATIONS Miscellaneous Items and Deck Equipment?
- 13) Has the offeror included in the proposal the required guarantees, equipment booklets, and operator handbooks?
- 14) Did the offeror provide speed and fuel use/range calculations for various operating RPMs?
- 15) Does the construction plan give DPS the best possible understanding of how the offeror proposes to construct the vessel and what components will be used?
- 16) Did the offeror provide a 3D rendering of similarly produced vessels by the offeror?

The following maritime vessel technical criteria areas will be used to evaluate the proposed vessel design:

## **Mission Suitability**

- 1. Overall Size: Length, beam, depth.
- 2. Hull Design: sea keeping and vessel maneuverability.
- 3. Speed.
- 4. Stability.
- 5. Endurance.
- 6. Hold space and tanks arrangement.
- 7. Sleeping quarters.

## **Structure and Machinery**

- 1. Main propulsion (engines, gears, shafts, rudder) size, quality, control, monitoring.
- 2. Hydraulic system design and performance, including steering.
- 3. Fuel and lube oil design and performance.
- 4. Vessel alarms and indicators.
- 5. Deck equipment: windlass, gear, lifting devices.

# SEC. 5.03 CONTRACT COST (60 %)

Overall, a minimum of 60% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SEC. 6.11 – APPLICATION OF PREFERENCES.

## **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SEC. 6.15 – FORMULA USED TO CONVERT COST TO POINTS.

# SEC. 5.04 ALASKA OFFEROR PREFERENCE (10%)

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

# SECTION 6. GENERAL PROCESS INFORMATION

# SEC. 6.01 INFORMAL DEBRIEFING

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

## SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

# SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## SEC. 6.04 CLARIFICATION OF OFFERS

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

# SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

# SEC. 6.06 EVALUATION OF PROPOSALS

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

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

# SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are

commenced, they may be held in the DPS Headquarters conference room at 5700 East Tudor Road, Anchorage, Alaska.

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

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

## SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;

- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

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

## http://doa.alaska.gov/dgs/pdf/pref1.pdf

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

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

# Sec. 6.12 ALASKA BIDDER PREFERENCE

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

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

## **Alaska Bidder Preference Statement**

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

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

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

## SEC. 6.13 ALASKA VETERAN PREFERENCE

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

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

## **Alaska Veteran Preference Statement**

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

# SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

## SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)]  $\div$  (Cost of Each Higher Priced Proposal)

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

# (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

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

#### Offeror #1 receives 40 points.

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

## Offeror #2 receives 37.4 points.

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

# Offeror #3 receives 33.7 points.

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

# (b) Alaska Offeror Preference

#### STEP 1

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

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

## STEP 2

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

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

## STEP 3

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

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

# STEP 4

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

# SECTION 7. GENERAL LEGAL INFORMATION

## SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services Contracts (Appendix A). This form is attached in SECTION 8 – ATTACHMENTS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

## SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

# SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

# SEC. 7.04 HUMAN TRAFFICKING

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

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

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

## SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;

- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

# SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

## SEC. 7.08 ASSIGNMENT

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

## SEC. 7.09 DISPUTES

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

## SEC. 7.10 SEVERABILITY

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

# SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

## SEC. 7.12 CONTRACT INVALIDATION

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

# SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220

# **SECTION 8. ATTACHMENTS**

## SEC. 8.01 ATTACHMENTS

## **Attachments:**

- 1) Proposal Evaluation Form
- 2) Cost Proposal
- 3) Standard Contract Form for Goods and Non-Professional Services Appendix A
- 4) Appendix B1
- 5) Notice of Intent to Award
- 6) Certification of Entitlement to the Alaska Bidder Preference Offeror shall complete and return with proposal if applicable
- 7) Offeror Information and Assurance Form Offeror shall complete and return with proposal
- 8) RFP Checklist

# ATTACHMENT 1: PROPOSAL EVALUATION FORM

All prop	osals will b	e reviewed for responsiveness and then evaluated using the criteria set out herein.
Offeror	Name:	
	or Name:	
	Review:	
RFP Nu	mber:	2020-1200-4357
		EVALUATION CRITERIA AND SCORING
		THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100
5.01 Ex	perience ar	nd Qualifications—5%
Maxim	um Point Va	alue for this Section - 5 Points
100 Poi	ints x 5% = !	5 Points
Propos	als will be e	valuated against the questions set out below.
1)		Feror demonstrated in their proposal that they have successfully completed a minimum of 5 similar design?
NOTES:		
2)		eror demonstrated in their proposal how they have more than five years' experience in vessel fabrication?
NOTES:		

3)	Has the offeror provided in their proposal the welding qualifications for the persons welding the vessel?
NOTES:	
4)	Has the offeror demonstrated in their proposal the capability that the vessel can be fully designed, engineered, and modeled in 3D?
NOTES:	
5)	Has the offeror provided in their proposal that they have a suitable fabrication facility that is both sheltered and heated?
NOTES:	
<b>EVALU</b>	ATOR'S POINT TOTAL FOR 5.01:

41

NOTES:

5.02 Construction Design Plan—25%		
Maximum Point Value for this Section - 25 Points		
100 Points x 25% = 25 Points		
Proposals will be evaluated against the questions set out below as well as the maritime vessel technical criteria.		
1) Has the offeror provided a construction design plan that follows the specifications and layout described in SEC. 3.02 VESSEL SPECIFICATIONS, with significant phase completion dates?		
NOTES:		
2) Has the offeror provided general arrangement, profile, and structural drawings of the boat that accurately convey the vessels size, shape, function and layout?		
NOTES:		
3) Has the offeror incorporated in the design all of the specifications described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Performance Standards?		
NOTES:		

4) Has the offeror provided descriptions of major equipment components such as engines and generators?

42

NOTES:  6) Has the offeror incorporated in the design all the mechanical specifications described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?  NOTES:	5)	Has the offeror incorporated in the design all the operational systems specifications described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?
NOTES:  7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?	NOTES:	
NOTES:  7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
NOTES:  7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?	6)	
<ul> <li>7) At a minimum, has the offeror included in the design all of the electrical and electronic components described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?</li> <li>NOTES:</li> <li>8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?</li> <li>NOTES:</li> <li>9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?</li> </ul>	NOTES	
described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?	NOTES:	
described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
described in SEC. 3.02 VESSEL SPECIFICATIONS – Vessel Machinery and Systems?  NOTES:  8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
<ul> <li>8) Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Accommodations?</li> <li>NOTES:</li> <li>9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?</li> </ul>	7)	
VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?	NOTES:	
VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
VESSEL SPECIFICATIONS – Accommodations?  NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
NOTES:  9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?	8)	Has the offeror incorporated in the design all the accommodations requirements described in SEC. 3.02
9) Has the offeror incorporated in the design all the safety requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – Safety Equipment?		
SPECIFICATIONS – Safety Equipment?	NOTES:	
SPECIFICATIONS – Safety Equipment?		
SPECIFICATIONS – Safety Equipment?		
	9)	
	NOTES:	

10)	Has the offeror incorporated in the design all the storage requirements, described in SEC. 3.02 VESSEL SPECIFICATIONS – for storage spaces?
NOTES:	
11)	Has the offeror incorporated in the design all the windows and door requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Windows and Doors?
NOTES:	
12)	Has the offeror incorporated in the design all the miscellaneous and deck equipment requirements described in SEC. 3.02 VESSEL SPECIFICATIONS – Miscellaneous Items and Deck Equipment?
NOTES:	
42)	
13)	Has the offeror included in the proposal the required guarantees, equipment booklets, and operator handbooks?
NOTES:	
14) NOTES:	Did the offeror provide speed and fuel use/range calculations for various operating RPMs?
- · ·	

15) Does the construction plan give DPS the best possible understanding of how the offeror proposes to construct the vessel and what components will be used?
NOTES:
16) Did the offeror provide a 3D rendering of similarly produced vessels by the offeror?
NOTES:

The following maritime vessel technical criteria areas will be used to evaluate the proposed vessel design:

# **Mission Suitability**

- 1. Overall Size: Length, beam, depth.
- 2. Hull Design: sea keeping and vessel maneuverability.
- 3. Speed.
- 4. Stability.
- 5. Endurance.
- 6. Hold space and tanks arrangement.
- 7. Sleeping quarters.

NOTES:

# **Structure and Machinery**

- 1. Main propulsion (engines, gears, shafts, rudder) size, quality, control, monitoring.
- 2. Hydraulic system design and performance, including steering.
- 3. Fuel and lube oil design and performance.
- 4. Vessel alarms and indicators.

The Vessel did this did that decersion	
5. Deck equipment: windlass, gear, lifting devices.	
NOTES:	
EVALUATOR'S POINT TOTAL FOR 5.02:	

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS (5.01 + 5.02):

46

#### **5.05 Contract Cost** — **60%**

## Maximum Point Value for this Section — 60 Points

## 100 Points x 60% = 60 Points

Overall, a minimum of 60% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under SEC. 6.11 - APPLICATION OF PREFERENCES.

## **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SEC. 6.15 – FORMULA USED TO CONVERT COST TO POINTS.

## 5.06 Alaska Offeror Preference — 10%

# Point Value for this Section — 10 Points

## 100 Points x 10% = 10 Points

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