

# STATE OF ALASKA REQUEST FOR PROPOSALS



## FAST VEHICLE FERRY BROKERAGE SERVICES

RFP: 2520S010

ISSUED: OCTOBER 4, 2019

The State of Alaska, Department of Transportation and Public Facilities, Alaska Marine Highway System is seeking proposals from Sale and Purchase Brokers qualified to serve as the Broker for the sale of the Fast Vehicle Ferries, FVF Fairweather and FVF Chenega.

ISSUED BY:

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

TOM MAYER  
PROCUREMENT OFFICER  
tom.mayer@alaska.gov

(907) 465-8855

**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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

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DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
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## SECTION ONE INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement is soliciting proposals from qualified vendors capable of providing vessel brokerage services on an exclusive basis for the Alaska Marine Highway System (AMHS) as the AMHS desires to sell the Fast Vehicle Ferries (FVF), Chenega and Fairweather. The vessels are currently in long term layup status in Ketchikan, Alaska and are to be sold "as is, where is", for the maximum amount possible.

### SEC. 1.02 NOT APPLICABLE

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00pm prevailing Alaska Time on October 25, 2019. Faxed or emailed proposals are acceptable but not encouraged. Oral proposals are not acceptable.

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

### SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Must be an active sale and purchase vessel broker with an office located in the United States with at least five years of experience selling Roll on-Roll Off ferry vessels.
- Must have completed the sale of at least 2 vessels of similar type and size in the past 2 years.

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

**OFFERORS RESPONSE:** Offerors must submit detailed narrative statements that confirms the offeror exceeds the minimum experience requirements defined above. This should include a listing of similar Roll on – Roll off ferry vessels sold, the initial date of listing, and the date the sale was finalized.

### SEC. 1.05 REQUIRED REVIEW

Offerors shall 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 by submitting the question to the procurement officer.

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: Tom Mayer  
PHONE: 907-465-8855  
FAX: 907-465-3124

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors **must submit one hard copy of their proposal**, in writing, to the procurement officer in a sealed package. **The cost proposal included with the package must be sealed separately** from the rest of the proposal and must be clearly identified.

An **electronic copy of the technical and cost proposal must** be submitted on a thumb drive as well.

The sealed proposal package(s) must be addressed as follows:

Department of Transportation and Public Facilities  
Statewide Contracting and Procurement  
Attention: Tom Mayer  
Request for Proposal (RFP) Number: 2520S010  
RFP Title: Fast Vehicle Ferry Brokerage Services

If using **U.S. mail**, please use the following address:

**P.O. BOX 112500  
JUNEAU, AK 99811-2500**

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

**3132 CHANNEL DRIVE, ROOM 310  
JUNEAU, AK 99801**

If submitting a faxed proposal, it is the offeror's responsibility to contact the issuing agency at 907-465-8855 to make arrangements prior to faxing the proposal and to confirm that the proposal has been received.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to:

[tom.mayer@alaska.gov](mailto:tom.mayer@alaska.gov)

Each document must be separate, and clearly labeled, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email should **contain** the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. It is the offeror's responsibility to contact the issuing agency at 907-465-8855 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

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

## 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 REPRESENTATIONS, WARRANTIES, & CERTIFICATION**

By submitting its signed proposal, the Offeror represents, warrants, certifies, acknowledges, and agrees as follows:

- (1) The RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Offeror in response to this RFP will not create a contract between State and Offerors. The State has made no representation or warranty, written or oral, that one or more contracts with the State will be awarded under this RFP. Offeror will bear, as its sole risk and responsibility, all costs arising from Offeror's preparation of a response to this RFP.
- (2) Offeror understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the resulting contract under which Offeror will be required to operate.
- (3) The proposal that Offeror has submitted in response to the State's RFP will remain open and valid for at least 90 days from the date of submission.
- (4) Offeror is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of vessel brokerage services. A non-exhaustive list of laws with which Offeror will comply include:
  - a. the laws of the State of Alaska;
  - b. the applicable portion of the Federal Civil Rights Act of 1964; and
  - c. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; and
  - d. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.
- (5) Offeror will not delegate any of its duties or responsibilities under this RFP or the resulting contract to any subcontractor, except as expressly provided in the contract.
- (6) Offeror will maintain all insurance coverage required by the contract during the entire term.
- (7) Offeror has not given or offered to give, nor does offeror intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal.
- (8) Under the penalty of perjury, Offeror attests that it independently formulated its proposal and without collusion.
- (9) Offeror has the necessary experience, knowledge, abilities, skills, and resources to perform the vessel brokerage services sought by this RFP.
- (10) Offeror is a reputable company that lawfully and regularly engages in providing vessel brokerage services.
- (11) If awarded the contract, Offeror will use its best efforts to sell the State's vessels.

(12) Offeror will furnish the solicited vessel brokerage services to the State and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting contract.

(13) All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Offeror acknowledges that the State will rely on such statements, information and representations in selecting contractor. If selected by the State, Offeror will notify the State immediately of any material change in any matters which Offeror has made a statement or representation or provided information.

If the State concludes that the Offeror has failed to comply with any statement contained in this section 1.08, the state may reject the proposal, terminate the contract, and/or consider the contractor in default.

**(c) VENDOR TAX ID**

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

**(d) CONFLICT OF INTEREST**

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

**(e) FEDERAL REQUIREMENTS**

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

**(f) NOT APPLICABLE**

**OFFERORS RESPONSE:** Offerors must submit written narrative(s) that addresses the above requirements.

**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.

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**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 October 4, 2019
- Deadline for Receipt of Proposals October 25, 2019
- Proposal Evaluation Committee complete evaluation by November 8, 2019
- State of Alaska issues Notice of Intent to Award a Contract November 8, 2019
- State of Alaska issues contract November 19, 2018
- Contract start November19, 2019

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

**SEC. 1.13 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 as non-responsive.

**SEC. 1.15 NEWS RELEASES**

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



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## SECTION TWO BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Notice is hereby given that the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) has concluded that the FVF's Chenega and Fairweather are excess to its present and future transportation needs. Consequently, the DOT&PF is exercising its authority under AS 19.05.040(8) to dispose of these vessels.

The FVF Chenega and Fairweather are high speed ferry vessels, originally constructed in 2002 and 2003 through 2004 and 2005 respectively. They are 235.5 feet long and 60.7 feet wide with a gross domestic tonnage of 1,280 and a service speed of 32.0 knots. Each ferry is designed to carry 250 passengers and has a vehicle deck capacity totaling 704 linear feet which is equal to approximately 35, 20 foot long vehicles.

The vessels are currently located in Ketchikan, Alaska and are to be sold "as is, where is".

In addition, the state is also selling two spare main engines with the vessels. The engines are MTU 20V4000 M93 Series and are considered "swing engines". The swing engines are new and unused.

## SECTION THREE SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Transportation and Public Facilities, Statewide Contracting and Procurement, is soliciting proposals from Sale and Purchase vessel brokers that are in the business of regularly buying and selling existing vessels in the secondhand market. DOT&PF is seeking a vendor that is qualified and experienced with marketing Roll on – Roll off passenger ferries for sale. The contractor shall also provide assistance with the completion of any and all paperwork required to complete the sale of its two fast vehicle ferries to one or more parties.

The contractor shall provide vessel brokerage services for the department, including marketing, advertising, site visits, buyer contact, and sales documentation. While the vessels will be offered for sale at the same time, the state is willing to sell them individually. There is one brand new swing engine for each vessel as well.

Upon award of the contract, the state and the contractor will mutually determine a target sale price for each vessel. This target sale price will serve as an acceptable lower limit that will be used to evaluate offers received by the contractor. Once the target sale price is mutually agreed upon, the contractor shall start marketing the vessels for sale on a national and global scale. The target sale price shall be held confidential by the contractor and the state.

The target sale price will be determined based on a physical inspection of each vessel and the vessels related systems and components. In addition, the target sale price shall also take into consideration:

- **Attachment A**, 2019 Chenega Condition Report; and,
- **Attachment B**, 2019 Fairweather Condition Report.

The contractor's emphasis will be on maximizing the amount of revenue for the State of Alaska for the sale of these surplus assets. The broker shall be responsible for any and all travel costs related to a physical inspection of the vessels in Ketchikan, Alaska.

Until the State has formally accepted a purchase offer or has suspended the sale of the vessel(s), the contractor shall immediately forward to the State Project Director (to be identified at contract award) all written offers it receives as well as an analysis of the pros and cons of the offer, and an approval or rejection recommendation. The State will review the offers and may seek the contractor's input while assessing them. If the State approves an offer, it will inform the contractor in writing and provide accompanying instruction, *e.g.*, convey the State's acceptance to offeror and make necessary arrangements for closing the sale.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for 120 days. There are four, sixty day renewal options to be exercised solely by the state. If one or both vessels have not been sold by the end any individual term, the state reserves the right to sole right to exercise a renewal option. If, at the end of the all available contract terms, the broker has received an acceptable offer on one or both vessels but the sale process has not been completed, the state reserves the right to extend to contract to allow the sale(s) to be completed.

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

### SEC. 3.03 DELIVERABLES

The contractor will be required to market, sell, negotiate, and transfer the vessels from their current location in Ketchikan, Alaska. It is the States' goal to receive the highest sale price possible while still ensuring the vessels are disposed of in a timely manner.

The contractor shall be required to provide the following deliverables:

1. Upon Award, the contractor shall submit to the state a proposed sale agreement. The contractor and the state shall work cooperatively to fully develop a sales agreement that meets the needs of all parties. In addition to the sales agreement, the Broker shall also fully complete and submit Attachment H, United States Cost Guard Bill of Sale.
2. Upon receipt of an offer, the contractor shall provide the State Project Director, the offer, an analysis of the pros and cons of the offer, and an approval or rejection recommendation. If the recommendation is to reject the offer, the contractor shall provide advice and / or guidance in regards to any counter offer to be made to the offering party and / or other relevant issues.
3. If the state decides to sell one or both vessels based on an acceptable offer submitted to the contractor, the contractor shall be responsible for delivering a completed sales agreement to the state within 60 days of the State's acceptance of the offer.
4. Regardless of the volume of offers (acceptable or not) received in any given time period, the contractor shall submit to the State Project Director an activity report by the 5<sup>th</sup> of each month. This report shall include a summary of all actions taken to market and advertise the vessels, a listing of all inquiries received, a listing of responses to each inquiry, a summary of offers received that were below the established target sale price established, and suggestions to ensure the selling process is successful.

### SEC. 3.04 VESSEL BUYER RESPONSIBILITY

Upon completion of the sale, the contractor shall work cooperatively with buyer on the removal of the vessels from their current location. Presently, the vessels are moored with Ward Cove Industries under State of Alaska contract 2518S067. Upon the acceptance of an offer by the state, the buyer(s) of the vessel(s) shall contact Ward Cove Industries to determine their interest in continuing to moor the vessels. If Ward Cove Industries is amenable, the state will process a contract novation to formally transfer the contract to the vessel buyer(s).

All state costs associated with the vessel shall cease to be the states responsibility and shall become the responsibility of the new owner as of the final sale date as recorded on the vessel sales agreement.

### SEC. 3.05 CONTRACT TYPE

This contract will be a firm fixed price contract. The broker will be paid based on the commission percentage offered in the Offerors cost proposal. That percentage will be applied to the actual sale price of each vessel to determine the payment amount. The commission shall constitute the entire payment to the contractor. No other costs shall be allowed.

### SEC. 3.06 CONTRACTOR PAYMENT PROCEDURE

Contractor's commission for each vessel shall be earned once a contract for the sale of that vessel has been signed by the buyer and the State and the buyer has paid the State the purchase price of the vessel. The State will make one commission payment for each vessel once it has received buyer's payment of the purchase price. For each vessel sold, the amount of the contractor's commission is determined by multiplying the respective vessel's purchase price by the Commission Percentage the contractor offered in response to this RFP. The

commission is contractor's sole source of compensation under the awarded contract. Aside from the earned commission, the State has no obligation to pay contractor for compensation or for expenses incurred in connection with the vessel sale.

**SEC. 3.07 NOT APPLICABLE**

**SEC. 3.08 CONTRACT PAYMENT**

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

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

**SEC. 3.09 LOCATION OF WORK**

The location(s) the work is to be performed, completed and managed is in the United States.

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. 3.10 NOT APPLICABLE**

**SEC. 3.11 NOT APPLICABLE**

**SEC. 3.12 NOT APPLICABLE**

**SEC. 3.13 NOT APPLICABLE**

**SEC. 3.14 NOT APPLICABLE**

**SEC. 3.15 NOT APPLICABLE**

**SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

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

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

**SEC. 3.17 NOT APPLICABLE**

**SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation or the Commissioner's designee.

**SEC. 3.19 NOT APPLICABLE**

**SEC. 3.20 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 Attachment D, Appendix B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B1 must be set out in the offeror's proposal.

**SEC. 3.21 TERMINATION FOR DEFAULT**

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

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

## SECTION FOUR 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

**OFFERORS RESPONSE:** Offerors 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 MARKETING PLAN TO BE USED FOR THE PROJECT – 35 %

**OFFERORS RESPONSE:** Offerors must provide comprehensive narrative statements that describe the marketing plan they intend to employ and illustrate how the marketing plan will reach the national and global markets and serve effectively to accomplish the work and result in the vessels being sold at the best price. Offerors should provide a sample marketing plan with their proposal that demonstrates how they intend to market the FVF vessels.

### SEC. 4.04 EXPERIENCE AND QUALIFICATIONS – 25%

**OFFERORS RESPONSE:** Offerors must provide a narrative description of the organization, identify the individuals who will be responsible for providing the brokerage services, and evidence the firm meets or exceeds the minimum experience requirements defined in section 1.04. In addition, the offeror must also submit at least three, but no more than five, letters of reference to include names, phone numbers, and email address from other entities the offerors has performed similar services for within the past 5 years.

### SEC. 4.05 COST PROPOSAL 40%

**OFFERORS RESPONSE:** Attachment D, Cost proposal must be submitted in response to this RFP. Offerors must enter the offered commission percentage which will be multiplied by the Assigned RFP value of each vessel to equal the Commission Value for evaluation purposes.

The offeror with the lowest Commission Value will receive the maximum score for the cost portion of the evaluation process. (Note: Assigned RFP Value and Commission Value are concepts solely used for the State's evaluation of an offeror's cost proposal. As explained in Section 3.06, the State will use each vessel's actual purchase price, not the Assigned RFP Value, in determining the contractor's actual commission for brokering sale of the respective vessel.)

The commission percentage offered shall be all inclusive and must include all costs related to the project including, but not limited to: direct and indirect costs associated with the performance of the contract, profit, insurance, fees, marketing, advertising, document creation and completion, bank transfer fees, and any other costs associated with marketing or selling the vessels.

#### SEC. 4.06 EVALUATION CRITERIA

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

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

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## SECTION FIVE                      EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000**

### **SEC. 5.01      MARKETING PLAN TO BE USED FOR THE PROJECT (35%)**

**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the marketing plan and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) To what extent does it appear the marketing plan will be effective in reaching potentially interested parties on a national scale?
- 3) To what extent does it appear the marketing plan will be effective in reaching potentially interested parties on a global scale

### **SEC. 5.02      EXPERIENCE AND QUALIFICATIONS (25%)**

**Proposals will be evaluated against the questions set out below:**

1. To what extent does the firm's experience exceed the minimum experience of five years of experience with marketing and selling similar vessels?
2. How successful is the general history of the firm regarding timely and successful completion of the sale of similar vessels?
3. Has the firm provided letters of reference from previous clients and do the references represent the sale of similar size and types of vessels?

### **SEC. 5.03      CONTRACT COST (40%)**

Overall, **40%** of the total evaluation points will be assigned to cost.

#### **Converting Cost to Points**

The proposal with the lowest Commission Value will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

### **SEC. 5.06      NOT APPLICABLE**



## SECTION SIX 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. 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 Administrative Services conference room on the third floor of the DOT&PF Headquarters Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, 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 NOT APPLICABLE

SEC. 6.12 NOT APPLICABLE

SEC. 6.13 NOT APPLICABLE

SEC. 6.14 NOT APPLICABLE

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)] ÷ (Cost of Each Higher Priced Proposal)*

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS

EXAMPLE: FORMULA USED TO CONVERT COST TO POINTS

**STEP 1**

List all proposal prices.

Offeror #1 \$40,000

Offeror #2 \$42,750

Offeror #3 \$47,500

**STEP 2**

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

## SECTION SEVEN GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. EXHIBITS** 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

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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 EIGHT ATTACHMENTS**

**SEC. 8.01 ATTACHMENTS**

**Attachments:**

- Attachment A 2019 FVF Chenega Condition Report
- Attachment B 2019 FVF Fairweather Condition Report
- Attachment C Appendix B1-Insurance Requirements
- Attachment D Cost Proposal
- Attachment E Proposal Evaluation Form
- Attachment F Standard Agreement Form with Appendix A
- Attachment G Notice of Intent to Award
- Attachment H United States Coast Guard Bill of Sale