

STATE OF ALASKA REQUEST FOR PROPOSALS



ALUMINUM PATROL SKIFFS FABRICATION RFP 2022-1200-4925

ISSUED AUGUST 23, 2021

TWO SKIFFS TO BE UTILIZED IN WATERS OF THE BERING SEA, WATERS SURROUNDING KODIAK ISLAND, BRISTOL BAY, AND THE ENTIRE ISLAND CHAIN OF SOUTHEAST ALASKA.

ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

JASON MONKELIEN
PROCUREMENT OFFICER
JASON.MONKELIEN@ALASKA.GOV
(907) 269-5582

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 NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS	3
SEC. 1.01 PURPOSE OF THE RFP	3
SEC. 1.02 BUDGET	3
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.04 PRIOR EXPERIENCE	4
SEC. 1.05 REQUIRED REVIEW	4
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS	4
SEC. 1.07 RETURN INSTRUCTIONS	4
SEC. 1.08 PROPOSAL CONTENTS	5
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY	6
SEC. 1.10 AMENDMENTS TO PROPOSALS	6
SEC. 1.11 AMENDMENTS TO THE RFP	6
SEC. 1.12 RFP SCHEDULE	6
SEC. 1.13 ALTERNATE PROPOSALS	6
SEC. 1.14 NEWS RELEASES	7
SECTION 2. BACKGROUND INFORMATION	8
SEC. 2.01 BACKGROUND INFORMATION	8
SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION	9
SEC. 3.01 SCOPE OF WORK	9
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE	9
SEC. 3.03 DELIVERABLES	9
SEC. 3.04 CONTRACT TYPE	10
SEC. 3.05 PROPOSED PAYMENT PROCEDURES	10
SEC. 3.06 CONTRACT PAYMENT	10
SEC. 3.07 LOCATION OF WORK	10
SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS	11
SEC. 3.09 SUBCONTRACTORS	11
SEC. 3.10 JOINT VENTURES	11
SEC. 3.11 RIGHT TO INSPECT PLACE OF BUSINESS	11
SEC. 3.12 F.O.B. POINT	11
SEC. 3.13 CONTRACT PERSONNEL	12
SEC. 3.14 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES	12
SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	12
SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY	12
SEC. 3.17 INDEMNIFICATION	13
SEC. 3.18 INSURANCE REQUIREMENTS	13
SEC. 3.19 TERMINATION FOR DEFAULT	13
SECTION 4. PROPOSAL FORMAT AND CONTENT	15
SEC. 4.01 PROPOSAL FORMAT AND CONTENT	15
SEC. 4.02 INTRODUCTION	15
SEC. 4.03 EXPERIENCE AND QUALIFICATIONS	15
SEC. 4.04 CONSTRUCTION DESIGN PLAN	16
SEC. 4.05 COST PROPOSAL	16
SEC. 4.06 EVALUATION CRITERIA	17
SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION	18
SEC. 5.01 EXPERIENCE AND QUALIFICATIONS (15%)	18
SEC. 5.02 CONSTRUCTION DESIGN PLAN (15%)	18
SEC. 5.03 CONTRACT COST (60%)	19

SEC. 5.04	ALASKA OFFEROR PREFERENCE (10%)	19
SECTION 6.	GENERAL PROCESS INFORMATION	20
SEC. 6.01	INFORMAL DEBRIEFING	20
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	20
SEC. 6.03	SITE INSPECTION	20
SEC. 6.04	CLARIFICATION OF OFFERS	21
SEC. 6.05	DISCUSSIONS WITH OFFERORS.....	21
SEC. 6.06	EVALUATION OF PROPOSALS	21
SEC. 6.07	CONTRACT NEGOTIATION	21
SEC. 6.08	FAILURE TO NEGOTIATE.....	21
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION	22
SEC. 6.10	PROTEST	22
SEC. 6.11	APPLICATION OF PREFERENCES	23
SEC. 6.12	ALASKA BIDDER PREFERENCE.....	23
SEC. 6.13	ALASKA VETERAN PREFERENCE	24
SEC. 6.14	ALASKA OFFEROR PREFERENCE	24
SEC. 6.15	FORMULA USED TO CONVERT COST TO POINTS.....	24
SEC. 6.16	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES	24
SECTION 7.	GENERAL LEGAL INFORMATION	26
SEC. 7.01	STANDARD CONTRACT PROVISIONS	26
SEC. 7.02	QUALIFIED OFFERORS	26
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT.....	26
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS	26
SEC. 7.05	HUMAN TRAFFICKING	26
SEC. 7.06	RIGHT OF REJECTION	27
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	27
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS	27
SEC. 7.09	ASSIGNMENTS	28
SEC. 7.10	DISPUTES	28
SEC. 7.11	SEVERABILITY	28
SEC. 7.12	SUPPLEMENTAL TERMS AND CONDITIONS.....	28
SEC. 7.13	SOLICITATION ADVERTISING	28
SEC. 7.14	FEDERALLY IMPOSED TARIFFS	28
SECTION 8.	ATTACHMENTS.....	30
SEC. 8.01	ATTACHMENTS.....	30

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety, Division of Administrative Services, is soliciting proposals for purchase of two skiffs that will be used in the waters of the Bering Sea, waters surrounding Kodiak Island, Bristol Bay and the entire Island chain of Southeast Alaska.

SEC. 1.02 BUDGET

Department of Public Safety, Vessel Section, estimates a budget of approximately \$442,897.00. Proposals priced at more than \$487,186.70 will be considered non-responsive.

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 4:30 pm prevailing Alaska Time on September 13, 2021. 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:

- The offeror must demonstrate that they have successfully completed a minimum of five 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.

To provide proof of prior experience, offerors must provide a project summary from two projects completed within the past five years in Section 4.03 Experience and Qualifications, at minimum. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

The deadline for questions is September 7, 2021 at 4:30 pm.

PROCUREMENT OFFICER: Jason Monkelien – PHONE: (907) 269-5582

SEC. 1.07 RETURN INSTRUCTIONS

One copy of the proposal must be submitted via email; the technical proposal and cost proposal must be saved as separate PDF documents and emailed to dps.das.solicitations@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must 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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at (907) 269-5582 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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

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 notified 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 website.

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 accordingly. All times are Alaska Time.

ACTIVITY	DATE
Issue Date / RFP Released	August 23, 2021
Deadline for Questions	September 7, 2021 @ 4:30 p.m.
Deadline for Receipt of Proposals / Proposal Due Date	September 13, 2021 @ 4:30 p.m.
Proposal Evaluations Complete	The week of September 13, 2021
Notice of Intent to Award	The week of September 20, 2021
Contract Issued	October 1, 2021

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 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. 1.14 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: Bering Sea, waters surrounding Kodiak Island, Bristol Bay, and the entire Island chain of Southeast Alaska

Since statehood, the Department of Public Safety (DPS) has utilized a variety of patrol vessels to service the needs of the Alaskan citizenry in Alaska. Small deployable skiffs have been primarily operated from the decks of our two largest Patrol Vessels, the Stimson and Enforcer, in and around the waters of Kodiak Island, the Bering Sea, Bristol Bay and the entire island chain of Southeast Alaska including the outer coasts of the Aleutian Islands. These skiffs will operate primarily as tenders transporting personnel from our larger vessels to law enforcement situations, conduct boarding's of commercial and recreational vessels in support of Alaska's vast natural resources.

These patrol vessels must have the ability to meet the extensive demands of the waters assigned. These vessels provided reasonably seaworthy platforms for short-term patrols up to 10 hours 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 1-2 persons and must be capable of carrying several personnel for transport to a variety of missions and other platforms. This vessel must be sufficiently capable of working and carrying a small amount of seized gear, including but not limited to commercial 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 currency and qualification.

In addition, these vessels must be hoisted aboard the larger patrol vessel and will be required to have re-enforced lifting eyes to ensure the weight can be evenly distributed for a level hoist while coming over the rail. Consideration should be given to weight and shock load of the hoist as weather such as wind and sea state will have a tremendous effect on the lifting points and safety is paramount with personnel working below.

These vessels will have a significant impact on public safety and law enforcement during the annual Bristol Bay fisheries, considered one of the largest fisheries in the contiguous United States as well as in other areas of the State for a multitude of operations. These vessels will be among several DPS vessels providing routine and consistent service throughout Alaska's waters and 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 two newly constructed, high quality vessels with sea-keeping abilities required for use aboard DPS's two largest patrol vessels. One will be in the 21-23ft range and the other will be 23-25ft range.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Public Safety, Division of Administrative Services, on behalf of the Vessel Section, is soliciting proposals for the new construction of two high-quality seaworthy vessels required for operations aboard separate patrol vessels. The skiffs shall be built according to the specifications in Attachment One: Scope of Work Specifications. The home port for one vessel will be Juneau, Alaska and the other vessel will port in Kodiak, Alaska. The vessels must pass all sea trials conducted by the state and be delivered to their home ports after completion.

Vessel One: Enforcer Skiff (Juneau, 21-23 ft)

The Enforcer conducts a multitude of operations in the south-east Alaska throughout its entire island chain. This vessel will be launched via crane from the main back top deck of the P/V Enforcer and transport personnel, conduct Law Enforcement and Search and Rescue under the guidance of the Alaska Wildlife Troopers. The criteria in Attachment One: Scope of Work, Section 1 will identify the scope of work required of such a vessel.

Vessel Two: Stimson Skiff (Kodiak, 23-25 ft)

The Stimson conducts a multitude of operations in the Bering Sea, Bristol Bay, Alaska throughout the Aleutian Island chain. This vessel will be launched via crane from the main back top deck of the P/V Stimson and transports personnel, conducts Law Enforcement and Search and Rescue under the guidance of the Alaska Wildlife Troopers. The criteria in Attachment One: Scope of Work, Section 2 will identify the scope of work required of such a vessel.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately October 4, 2021, until completion at the construction facility, and underway or shipped to the delivery locations by September 30, 2022, or a mutually agreed upon completion date. Offerors are advised that DPS considers the above construction / deliver schedule adaptable within justifiable reason due to the current demand. Any estimation by the offeror of a delivery date beyond September 30, 2022 must be clearly identified in the proposal with justification and mutually accepted by the state and the contractor.

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.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. One completed vessel underway to Juneau, Alaska after meeting the specifications identified in Sec. 3.01 Scope of Work and Attachment One: Scope of Work Specifications, Section 1, including the passing of all sea trials
- B. One completed vessel underway to Kodiak, Alaska after meeting the specifications identified in Sec. 3.01 Scope of Work and Attachment One: Scope of Work Specifications, Section 2, including the passing of all sea trials

SEC. 3.04 CONTRACT TYPE

This contract is a firm, fixed price contract.

SEC. 3.05 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.

SEC. 3.06 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.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SEC. 3.07 LOCATION OF WORK

The location the work is to be performed, completed and managed is the contractor's place of business. The state will not provide workspace for the contractor. The contractor shall identify the area for sea trials on their proposal.

Travel to other locations will not be required.

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. 3.08 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, OR SOC 3 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.09 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.

Subcontractor experience shall not 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.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.11 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. 3.12 F.O.B. POINT

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

SEC. 3.13 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 or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.14 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 or procurement officer 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. 3.15 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 procurement officer 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. 3.16 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. 3.17 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SEC. 3.18 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

SEC. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement 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

The offeror must complete and submit Attachment Three: Offeror Information and Alaska Bidder Preference Form with their proposal. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies 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; and
- g) that the offers will remain open and valid for at least 90 days.

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

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

The Department requires that the Contractor be qualified to provide the services in the Contract. “Qualified” in this instance means that the Contractor has significant experience fabricating aluminum vessels of at least twenty-eight (28) feet. The Contractor must be able to demonstrate more than five years of experience in aluminum vessel fabrication and must provide welding qualifications for the persons welding the vessel. Sec. 1.04 Prior Experience requirements must be included in this section.

The offeror must provide a minimum of two examples of previous projects, including pictures, of similarly produced vessels by the offeror.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract along with their titles and location(s) where work will be performed.

SEC. 4.04 CONSTRUCTION DESIGN PLAN

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Proposals will be evaluated against the deliverable requirements by the questions in Section 5.02 Construction Design Plan, as well as the maritime vessel technical criteria areas of “Mission Suitability” and “Structure and Machinery”. Proposals must also include an estimated project timeline.

The contractor shall submit two general assembly view drawings of each vessel (including interior layout) with the proposal for review and approval by AWT. The provided drawings should be produced or approved by a registered Naval Architect and details/scantlings must be designed to ABS 1975 rules for building aluminum vessels or Lloyd’s Special Service Craft, as a minimum.

Mission Suitability

- Overall Size: length, beam, depth
- Hull Design: sea keeping and vessel maneuverability
- Speed
- Stability
- Endurance

Structure and Machinery

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

Project Timeline Must Include:

- A. First draft review date: _____
- B. Contractor submits final report: _____
- C. Date range for sea trials: _____

SEC. 4.05 COST PROPOSAL

Offerors must complete and submit the Cost Proposal form with their proposal. Proposed costs must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, total

number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

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.

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 (15%)

Proposals will be evaluated against the questions set out below:

- 1) Do the individuals assigned to the project have experience on similar projects?
- 2) Did the offeror include a minimum of two examples of previous projects that demonstrate workmanship similar to that which is required for this project?
- 3) How extensive is the applicable education and experience of the personnel designated to work on the project?

SEC. 5.02 CONSTRUCTION DESIGN PLAN (15%)

Proposals will be evaluated against the questions set out below:

- 1) Has the offeror provided a construction design plan that follows the specifications and layout described in Section Three – Scope of Work and Attachment One: Scope of Work 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 the specifications described in Section Three – Scope of Work and Attachment One: Scope of Work 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 Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Vessel Machinery and Systems?
- 6) Has the offeror incorporated in the design all the mechanical specifications described in Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Vessel Machinery and Systems?
- 7) As a minimum, has the offeror included in the design all the electrical and electronic components described in Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Vessel Machinery and Systems?
- 8) Has the offeror incorporated in the design all the accommodations requirements, described in Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Accommodations?
- 9) Has the offeror incorporated in the design all the safety requirements, described in Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Safety Equipment?
- 10) Has the offeror incorporated in the design all the storage requirements, described in Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Storage Spaces?

11) Has the offeror incorporated in the design all the window and doors requirements, described in Section Three – Scope of Work and Attachment One: Scope of Work Specifications – Windows and Doors?

12) Has the offeror incorporated in the design all the miscellaneous and deck equipment requirements, described in Section Three – Scope of Work and Attachment One: Scope of Work 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 the State the best possible understanding of how the Contractor proposes to construct the vessel and what components will be used?

16) Did the offeror provide pictures of similarly produced vessels by the offeror?

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 Section 6.11.

Converting Cost to Points

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

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 Preference 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 telephonically.

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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror 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 Shared 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)

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 former AS 32.05, 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 Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

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

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

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

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

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

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

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

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

STEP 2

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

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

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

Offeror #3 receives 33.7 points.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

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

$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$

STEP 2

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

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

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

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

STEP 4

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

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/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 in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the 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 RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

This RFP and the successful proposal may be incorporated into the contract.

SEC. 7.04 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. 7.05 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 7.06 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. 7.07 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. 7.08 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. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 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. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or 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. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Scope of Work Specifications
- 2) Cost Proposal (attached separately)
- 3) Offeror Information & Alaska Bidder Preference Certification
- 4) Notice of Intent to Award
- 5) Standard Contract Form for Goods and Non-Professional Services
- 6) Appendix B1
- 7) RFP Checklist

Attachment One: Scope of Work Specifications

SECTION 1. VESSEL 1: ENFORCER SKIFF (JUNEAU)

SEC. 1.01 VESSEL PERFORMANCE STANDARDS

The vessel and its components shall be suitable for operation everywhere in Alaska waters and will be serviced and under the guidance of a larger patrol vessel platform. Vessel must be capable of operating in the offshore waters indicated in the above description and in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 80 degrees F to -10 degrees F, water temperatures between 55 degrees F and 30 degrees F, wind speeds between 0 and 25 knots, and wave heights between 0 and 8 feet.

- **Hull:** Welded aluminum. In the general design of a mono hull deep V with the ability to operate in seas up to 8ft.
- **Length:** Required length shall be no less than 21 feet length overall and no greater than 23 feet, including fenders and attachments.
- **Beam:** minimum of 8.5' maximum of 10' with collars or rub rails attached.
- **Freeboard:** Vessel minimum freeboard will be noted in the proposal and shall be measured from the top of the continuous watertight deck to the water, at the lowest point on the deck edge.
- **Stability:** Vessel must pass a simplified stability test, per USCG Subchapter T, for worst case load condition with the vessel operating in exposed waters.
- **Cargo:** The vessel must be able to carry deck loads of up to 3500 lbs.
- **Propulsion:** Twin 150hp Yamaha outboards capable of achieving 35kts.
- **Speed:** Cruise speed to be a minimum of 30 knots.
- **Range:** to be identified based on Fuel, hull design and power plant. Vendor will provide and estimated range based on the available parameters.
- **Draft:** Not to exceed 24 inches.

SEC. 1.02 VESSEL CONSTRUCTION STANDARDS

This attachment will identify the specifications required by the State of Alaska, Department of Public Safety, Alaska Wildlife Troopers (AWT), Bureau of Wildlife Enforcement (ABWE), for the purchase of one new 23 foot deep "V" aluminum rigid hull boat equipped with closed cell foam collar. Collar shall be of durable construction with UV protection.

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. ABS welding standard for aluminum vessels and ABYC standards for a vessel of this size apply. Where the state has questions or concerns about structural design, the Contractor shall provide an engineering analysis of the area in question.

The boat shall be constructed of highly durable marine grade materials, suitable for commercial law enforcement applications in Alaska waters. All components provided by the contractor shall be new. The delivered boat is to comply with all United States Coast Guard (USCG) requirements. The following specifications shall be included on vessel by the contractor.

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. Doubler plates shall not be substituted for insert plates. This vessel will also be hoisted on and of a larger vessel and must have four reinforced hoisting points strategically located to ensure a level or near level hoist.

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 the state. Evidence of major structural deformation or cracking will be cause for the state 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 must have reasonable access for maintenance (this 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.

Hull:

- Hull plate shall be .250" 5086 aluminum minimum. Side Sheet shall be .190" 5086 series aluminum minimum. Deck Plate Shall be .190" 5086 series aluminum minimum, Superstructure shall be .190" 5086 series aluminum minimum, Other plate shall be 5086 H116 series aluminum minimum.
- Exterior of hull will have a FAST closed cell foam buoyancy stabilizer that starts at the portside transom wraps around the bow and ends at the starboard side transom
- Collar will be blue as closely matching the P/V Enforcer as possible (color coding will be provided)
- Bow will have at a minimum a 1-foot flat area that no metal will extend past
- Usable gasoline capacity shall support a minimum 200nm range at optimum cruising speed
- Minimum deadrise at transom shall be 22 degrees.
- Deadrise at entry 38 or 48 Degrees
- Continuous welds shall be utilized on all hull chines.

- Suitable bolt on hull zincs shall be installed to prevent corrosion.
- Hull air voids shall support the fully equipped vessel at the surface in a swamped or overturned condition with no collar system installed. Appropriate drain plugs shall be installed to drain void areas to check for water presence and airtight integrity. Hull voids shall be pressure tested to insure integrity.
- Outboard engines shall be on brackets constructed outside transom & transom rated for twin engines.

Deck:

- Deck shall be connected watertight to hull.
- Self-bailing scuppers shall be provided through transom, with inside accessible plugs.
- Provide a welded, heavy duty towing eye on bow with SS insert.
- Six 10" aluminum tie up cleats welded to decking.
- All exterior decks and walkways shall have adhesive nonskid. Adhesive nonskid shall be no larger than 24 inch by 24 inch pieces with no greater than 2" gap between each piece
- Removable waist high bow handrail to accommodate boarding other vessels.
- Aluminum outboard motor guard of welded pipe and securable dive ladder.
- Lockers on transom.
- Tie down eye located between outboards on exterior of transom. (for securing vessel to deck of mothership)
- Removable davit and pot puller mounted on Port side of vessel shall have a minimum clearance of 45 inches measured from the bottom of the pot pullers shiv to the highest point of the vessel located under the pot puller. Maximum highest point shall not exceed the top of the house. Davit shall extend the pot puller 24-30 inches away from the vessel. Both davit and pot puller shall be capable of working gear weighing up to 100lbs
- Bow steps to standing area on bow cap rail.
- Standing area on bow cap rail shall comfortably support an adult

SEC. 1.03 VESSEL MACHINERY AND SYSTEMS

Propulsion:

- Provide and install two 150 hp four stroke Yamaha outboard engines of current year. One engine counter rotating.
- Provide and install Yamaha Twin-Engine Binnacle Control
- Provide and install CL7 Touchscreen display
- Provide and install MFD interface to Garmin
- Provide and install appropriate stainless steel propellers on engines.
- Provide and install volt meters, trim gauges, fuel gauge, hour meters, and horn.
- Provide and install appropriate marine hydraulic steering station and all associated components.

Vessel Controls:

- 1 control and steering station with wireless electronic controls.

Fuel systems:

- Number of fuel tanks and locations to be determined by the manufacturer for suitable stability. Tanks to have sediment/water collection sumps with drains. Minimum 100gal capacity total.

- Tanks to be fitted with 2" fills, 1 ½" vent and electric fuel level sender.
- Only if necessary; 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:

- Any 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:

- If necessary, 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" discharge hoses to be used to aluminum through hull fitting above water line with check valves and ball valves. (See wash down pump).

Fire and Safety systems:

- Portable fire extinguisher to be mounted in accordance with USCG rules.
- USCG APPROVED Life ring with line and brackets.
- USCG APPROVED flare signaling kit.

Electrical system:

- Provide and install Appropriate 12VDC marine breaker panel for all equipment, including 4 spare breakers, with master on/off breaker. Located in an area that they cannot accidental be shut off and/or with a cover plate that still allows switches to be used if needed.
- Provide and install 12VDC USB Charging outlet on the port and starboard side
- Provide and install and portable plug in spotlight (handheld) and it's plug in
- Provide and install house battery bank sized for electrical load.
- Provide and install engine batteries that meet manufactures recommendations.
- Provide and install automatic charging relay for battery banks.
- Provide and install 110v marine grade battery charger.
- Provide and install one 12 VDC self-parking windshield wiper with speed control.
- Provide and install one lighted compass.
- Provide and install USCG LED approved navigation lights for running and anchoring.
- Provide and install Two 12 VDC LED deck floodlights, bow mounted in a location that does not impede stepping on and off the bow.
- Provide and install a blue flashing light bar that can be seen from 360 degrees
- Provide and install one 12VDC marine grade spotlight with controls. Mounted on T-Top
- Two Spare 12v outlets in helm area (lighter type).
- Install AWT police radio (owner provided)

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 rules.
- Deck lights:

- One light mounted on aft of console cover to illuminate the aft deck
- One light mounted on mast or top of console cover to illuminate forward and outboard.
- One each Revolving or Flashing Blue and red law enforcement lights 8" high power 12VDC.
- All lights to have console control and clearly labeled.

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 owner with necessary mount brackets, wires, antenna wires and antennas for the service intended, to be installed by the ship builder. Proposal should include cost to install the following items. Owner will supply the vast electronic package but will confer with manufacture to ensure compatibility with proposed systems.

- VHF: ICOM AIS capable VHF-FM transceiver (vendor supplied)
- GPS: one 8612 XSV Garmin chart plotter (vendor supplied)
- Radar: Garmin phantom 18 (vendor supplied)
- Depth sounder: Through hull Garmin that functions with hull design.
 - One (1) VHF to have remote deck speaker.
 - Provide and install approved sized Garmin electronics for center counsel shall include Garmin Phantom series radar, heading sensor, GPS antenna, Garmin VHF 215 AIS radio, transducer with side scan, Garmin panoptic Lives Scope System, and GPSMAP Chart plotter with split screen functions capable of integrating with all the listed products.
 - Provide and install all wiring, network cable, NEMA 2000, and any other connection components required
- Hailer: builder to identify in proposal and provide (vendor supplied)
- Compass: electronic and standard magnetic (vendor supplied)
- Horn: electric (vendor supplied)
- Police radio with antenna (owner supplied)
- All switches on the vessel to be clearly marked with professional style labels.

Console area heating and insulation:

- A forced air-heating system to be installed to heat console area during times when temporary enclosure is utilized including the windshields. This unit to be a Webasto unit or equal.
- The heat system is to be sized to keep the enclosure area warm during winter ambient temperatures.

Miscellaneous equipment:

- One galvanized bunk type trailer shall be supplied with boat. Trailer shall be with stainless steel disc brakes (King or equivalent). Trailer shall be set up and properly fitted to boat hull.
- Aluminum cradle, padded and designed to form fit the hull. Actual height and dimensions to be determined based on the vessel design proposal. Easily bolted to the mother ship deck and accommodate skiff hull configuration.
- Contractor shall deliver boat on trailer to a shipping company for shipment to Juneau, Alaska. Shipping shall be at vendor's expense and noted in the proposal.

- The contractor shall provide guarantees for the workmanship, USCG compliance, interface of hardware capabilities, all equipment booklets, operators handbook, and appropriate sea testing of the boat.
- Any equipment or procedures of a critical nature shall be placarded in a very visible manner. All breakers and switches/valves shall be labeled.

Seating:

The accommodation of this vessel shall have seating to comfortably accommodate up to two people at the console with the controls on the starboard side. Two each heavy-duty folding mechanical shock mitigating type chair mounted, with footrests side by side. Seats will be made of water proof material. The boat shall be designed to carry at least 3500 pounds, combined weight, 12 passengers, gear, shellfish pots, or other cargo in addition to full fuel and installed equipment.

Console:

- Appropriate number of fixed windows for good all-around visibility, of a material that does not impede vision while wearing polarized glasses.
- Appropriate exterior heavy-duty handrails.
- Defrost vents that work in conjunction with webasto air top.
- Heating vents that face operators
- Area that can accommodate a 14-inch-long, 9.5-inch-wide, and 1inch deep clip board while being used for writing.
- Dedicated watertight area to store 2 long rifles up to 38" in length.
- Provide and install LED overhead 12v light, red and white capable.
- Folding footrest
- Cup holders on port and starboard side
- Soft sides protections that are completely removable from the vessel. Should provide protection from elements while operating in adverse weather conditions. In addition, should reasonably hold heat from the center console heat source.

SEC. 1.04 SAFETY EQUIPMENT

- Two each Survival suits, USCG Approved (owner provided).
- Medical kit (owner provided).
- Tools kits (owner provided).
- Offshore Flare kit. USCG Approved.
- For all items that are owner provided storage space is to be provided on the vessel.
- Life Ring with line and bracket with light.

SEC. 1.05 WINDOWS AND DOORS

- Windows should be well explained in proposal and identified with a 3-D rendering.
- 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. Any windows that fail shall be fully removed and replaced with new windows.
- The only doors should be identified with the temporary enclosure proposal.

SEC. 1.06 MISCELLANEOUS ITEMS

- All cabinets must have the ability to be locked.

SEC. 1.07 DECK EQUIPMENT

Anchor/Anchor winch/Anchor locker:

- Bruce/Claw or Danforth style Galvanized Anchor of appropriate size for vessel.
- Minimum of 50' of galvanized 3/16" chain and 300' of 3/8" spectra anchor line.
- Anchor locker to store and secure, Anchor, chain and line or an adequate reel to accommodate the chain and line and the ability to secure the anchor in place and ready for use.

Railings:

- Handrail system alongside of cabin continuing to bow to allow safe access to front of the vessel. A handrail at the bow to allow personnel to have a hand hold during the deployment of the anchor.

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 watertight (Freeman Hatch or equal).

Mooring and Fender equipment:

- Six 10" aluminum tie up cleats welded to decking.
- 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.
- The vessel shall have a second, lower course of rub rail, to be located at the height of the widest point of the vessel running from bow to stern and the ability to absorb the shock of standard mooring situation as well as underway approaches on other vessels

Deck:

- Deck shall be connected watertight to hull.
- Self-bailing scuppers shall be provided through transom, with inside accessible plugs.
- Provide a welded, heavy duty towing eye on bow with SS insert.
- Six 10" aluminum tie up cleats welded to decking.
- All exterior decks and walkways shall have adhesive nonskid. Adhesive nonskid shall be no larger than 24 inch by 24 inch pieces with no greater than 2" gap between each pieces
- Removable waist high bow handrail to accommodate boarding other vessels.
- Aluminum outboard motor guard of welded pipe and retractable dive ladder.
- Lockers on transom.
- Tie down eye located between outboards on exterior of transom. (for securing vessel to deck of mothership)
- Removable davit and pot puller mounted on Port side of vessel shall have a minimum clearance of 45 inches measured from the bottom of the pot pullers shiv to the highest point of the vessel located under the pot puller. Maximum highest point shall not exceed the top of the house. Davit shall extend the pot puller 24-30 inches away from the vessel. Both davit and pot puller shall be capable of working gear weighing up to 100lbs
- Bow steps to standing area on bow cap rail.
- Standing area on bow cap rail shall comfortably support an adult

SEC. 1.08 PAINT, PREP AND MARKINGS

- Paint Scheme, where applied, to match existing vessels (samples to be provided by the state).
- All exterior walking/work surfaces to have non-skid material.
- The State will supply all decals to be applied to house and hull.
- It is not intended that the house or the hull to have any paint on it. Other than the deck non-skid areas

Lifting Requirements:

- 4 ¾" plate lifting eyes to support a fully equipped vessel. Location lifting eye installation to be confirmed with Captain and Engineer of P/V Enforcer before installation.
- Vessel will regularly be craned on and off mothership. From deck of mothership to top of crane is measured at 17ft of vertical lift space. Vessel will need to clear cradle of roughly 2ft before being swung over this side. Webbing Lift straps will be used for hoisting the vessel. Lifting eyes will need mounted in a way that the T-Top counsel is not pinched, without the use of a spreader bar.
- Lifting system to be approved by engineering representative of company in conjunction Captain and Engineer of P/V Enforcer

Miscellaneous:

- Boat shall be made available for sea trials by a Alaska Wildlife Trooper representative prior to final delivery.
- Cradle for deck storage will be built size and dimensions to be decided in as part of the lifting system. Materials for construction will be .250" 5086 aluminum minimums with rubber bunks
- One galvanized bunk type trailer shall be supplied with boat. Trailer shall be with stainless steel disc brakes (King or equivalent). Trailer shall be set up and properly fitted to boat hull.
- The contractor shall provide guarantees for the workmanship, USCG compliance, ABYC compliance, interface of hardware capabilities, all equipment booklets, operators handbook, and appropriate sea testing of the boat.
- Any equipment or procedures of a critical nature shall be placarded in a very visible manner. All breakers and switches/valves shall be labeled.
- Electrical schematics shall be provided.
- Interconnection schematics shall be provided for electronics.
- Tankage and Plumbing Schematics shall be provided

SEC. 1.09 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 drawing 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 vessels and its systems to be provided to the owner.

SEC. 1.10 SEA TRIALS

- Extensive Sea trials to be accomplished starting with 1-2-day system checks dockside.
- Separate sea trial for up to two days to be provided; this will not include any overnight trial.

SECTION 2. VESSEL TWO: STIMSON SKIFF (KODIAK)

SEC. 2.01 VESSEL PERFORMANCE STANDARDS

The vessel and its components shall be suitable for operation everywhere in Alaska waters and will be serviced and under the guidance of a larger patrol vessel platform. Vessel must be capable of operating in the offshore waters indicated in the above description and in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 80 degrees F to -10 degrees F, water temperatures between 55 degrees F and 30 degrees F, wind speeds between 0 and 25 knots, and wave heights between 0 and 8 feet.

- **Hull:** Welded aluminum. In the general design of a mono hull deep V with the ability to operate in seas up to 8ft.
- **T-Top:** If possible it would be desirable to have the T-Top removable for ease of hoisting and launching in heavy seas. A fixed and permanent T-Top is the minimum requirement. If possible, a proposal should be made for the T-Top to be removable (as in a temporary overheard covering) but the canvas or equivalent sides should still be employable when the overhead is in place. The console area will still require temporary enclosure for adverse weather conditions.
- **Length:** Required length shall be no less than 23 feet length overall and no greater than 25 feet, including fenders and attachments.
- **Beam:** minimum of 8.5' maximum of 10' with collars or rub rails attached.
- **Freeboard:** Vessel minimum freeboard will be noted in the proposal and shall be measured from the top of the continuous watertight deck to the water, at the lowest point on the deck edge.
- **Stability:** Vessel must pass a simplified stability test, per USCG Subchapter T, for worst case load condition with the vessel operating in exposed waters.
- **Cargo:** The vessel must be able to carry deck loads of up to 3500 lbs.
- **Propulsion:** Twin 150hp Yamaha outboards capable of achieving 35kts.
- **Speed:** Cruise speed to be a minimum of 30 knots.
- **Range:** to be identified based on Fuel, hull design and power plant. Vendor will provide and estimated range based on the available parameters.
- **Draft:** Not to exceed 24 inches.

SEC. 2.02 VESSEL CONSTRUCTION STANDARDS

This attachment will identify the specifications required by the State of Alaska, Department of Public Safety, Alaska Wildlife Troopers (AWT), Bureau of Wildlife Enforcement (ABWE), for the purchase of one new 23-25 foot deep "V" aluminum rigid hull boat equipped with closed cell foam collar. Collar shall be of durable construction with UV protection.

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. ABS welding standard for aluminum vessels and ABYC standards for a vessel of this size apply. Where the state has questions or concerns about structural design, the Contractor shall provide an engineering analysis of the area in question.

The boat shall be constructed of highly durable marine grade materials, suitable for commercial law enforcement applications in Alaska waters. All components provided by the contractor shall be new.

The delivered boat is to comply with all United States Coast Guard (USCG) requirements. The following specifications shall be included on vessel by the contractor.

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. Doubler plates shall not be substituted for insert plates. This vessel will also be hoisted on and of a larger vessel and must have four reinforced hoisting points strategically located to ensure a level or near level hoist.

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 the state. Evidence of major structural deformation or cracking will be cause for the state 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 must have reasonable access for maintenance (this 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.

Hull:

- Hull plate shall be .250" 5086 aluminum minimum. Side Sheet shall be .190" 5086 series aluminum minimum. Deck Plate Shall be .190" 5086 series aluminum minimum, Superstructure shall be .190" 5086 series aluminum minimum, Other plate shall be 5086 H116 series aluminum minimum.
- Exterior of hull will have a FAST closed cell foam buoyancy stabilizer that starts at the portside transom wraps around the bow and ends at the starboard side transom
- Collar will be blue as closely matching the P/V Stimson as possible (color coding will be provided)

- Bow will have at a minimum a 1-foot flat area that no metal will extend past
- Usable gasoline capacity shall be 85 gallons minimum, a large vent hose must be located at the high point of the tank.
- Minimum deadrise at transom shall be 22 degrees.
- Deadrise at entry 38 or 48 Degrees
- Continuous welds shall be utilized on all hull chines.
- Suitable bolt on hull zincs shall be installed to prevent corrosion.
- Hull air voids shall support the fully equipped vessel at the surface in a swamped or overturned condition with no collar system installed. Appropriate drain plugs shall be installed to drain void areas to check for water presence and airtight integrity. Hull voids shall be pressure tested to in-sure integrity.
- Outboard engines shall be on brackets constructed outside transom & transom rated for twin engines.

Deck:

- Deck shall be connected watertight to hull.
- Self-bailing scuppers shall be provided through transom, with inside accessible plugs.
- Provide a welded, heavy duty towing eye on bow with SS insert.
- Six 10" aluminum tie up cleats welded to decking.
- All exterior decks and walkways shall have adhesive nonskid. Adhesive nonskid shall be no larger the 24 inch by 24 inch pieces with no greater than 2" gap between each pieces
- Removable waist high bow handrail to accommodate boarding other vessels.
- Aluminum outboard motor guard of welded pipe and securable dive ladder.
- Lockers on transom.
- Tie down eye located between outboards on exterior of transom. (for securing vessel to deck of mothership)
- Removable davit and pot puller mounted on Port side of vessel shall have a minimum clearance of 45 inches measured from the bottom of the pot pullers shiv to the highest point of the vessel located under the pot puller. Maximum highest point shall not exceed the top of the house. Davit shall extend the pot puller 24-30 inches away from the vessel. Both davit and pot puller shall be capable of working gear weighing up to 100lbs
- Bow steps to standing area on bow cap rail.
- Standing area on bow cap rail shall comfortably support an adult

SEC. 2.03 VESSEL MACHINERY AND SYSTEMS

Propulsion:

- Provide and install two 150 hp four stroke Yamaha outboard engines of current year. One engine counter rotating.
- Provide and install Yamaha Twin-Engine Binnacle Control
- Provide and install CL7 Touchscreen display
- Provide and install MFD interface to Garmin
- Provide and install appropriate stainless steel propellers on engines.
- Provide and install volt meters, trim gauges, fuel gauge, hour meters, and horn.
- Provide and install appropriate marine hydraulic steering station and all associated components.

Vessel Controls:

- 1 control and steering station with wireless electronic controls.

Fuel systems:

- Number of fuel tanks and locations to be determined by the manufacturer for suitable stability. Tanks to have sediment/water collection sumps with drains. Minimum 100gal capacity total.
- Tanks to be fitted with 2" fills, 1 ½" vent and electric fuel level sender.
- Only if necessary; 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:

- Any 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:

- If necessary, 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" discharge hoses to be used to aluminum through hull fitting above water line with check valves and ball valves. (See wash down pump).

Fire and Safety systems:

- Portable fire extinguisher to be mounted in accordance with USCG rules.
- USCG APPROVED Life ring with line and brackets.
- USCG APPROVED flare signaling kit.

Electrical system:

- Provide and install Appropriate 12VDC marine breaker panel for all equipment, including 4 spare breakers, with master on/off breaker. Located in an area that they cannot accidental be shut off and/or with a cover plate that still allows switches to be used if needed.
- Provide and install 12VDC USB Charging outlet on the port and starboard side
- Provide and install and portable plug in spotlight (handheld) and it's plug in
- Provide and install house battery bank sized for electrical load.
- Provide and install engine batteries that meet manufactures recommendations.
- Provide and install automatic charging relay for battery banks.
- Provide and install 110v marine grade battery charger.
- Provide and install one 12 VDC self-parking windshield wiper with speed control.
- Provide and install one lighted compass.
- Provide and install USCG LED approved navigation lights for running and anchoring.
- Provide and install Two 12 VDC LED deck floodlights, bow mounted in a location that does not impede stepping on and off the bow.
- Provide and install a blue flashing light bar that can be seen from 360 degrees
- Provide and install one 12VDC marine grade spotlight with controls. Mounted on T-Top

- Two Spare 12v outlets in helm area (lighter type).
- Install AWT police radio (owner provided)

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 rules.
- Deck lights:
 - One light mounted on aft of console cover to illuminate the aft deck
 - One light mounted on mast or top of console cover to illuminate forward and outboard.
 - One each Revolving or Flashing Blue and red law enforcement lights 8" high power 12VDC.
 - All lights to have console control and clearly labeled.

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 owner with necessary mount brackets, wires, antenna wires and antennas for the service intended, to be installed by the ship builder. Proposal should include cost to install the following items. Owner will supply the vast electronic package but will confer with manufacture to ensure compatibility with proposed systems.

- VHF: ICOM AIS capable VHF-FM transceiver (vendor supplied)
- GPS: one 8612 XSV Garmin chart plotter (vendor supplied)
- Radar: Garmin phantom 18 (vendor supplied)
- Depth sounder: Through hull Garmin that functions with hull design.
 - One VHF to have remote deck speaker.

Note:

- Provide and install approved sized Garmin electronics for center console shall include Garmin Phantom series radar, heading sensor, GPS antenna, Garmin VHF 215 AIS radio, transducer with side scan, Garmin panoptic Livescope System, and GPSMAP Chart plotter with split screen functions capable of integrating with all the listed products.

Provide and install all wiring, network cable, NEMA 2000, and any other connection components required

- Hailer: builder to identify in proposal and provide (vendor supplied)
- Compass: electronic and standard magnetic (vendor supplied)
- Horn: electric (vendor supplied)
- Police radio with antenna (owner supplied)
- All switches on the vessel to be clearly marked with professional style labels.

Console area heating and insulation:

- A forced air-heating system to be installed to heat console area during times when temporary enclosure is utilized including the windshields. This unit to be a Webasto unit or equal.
- The heat system is to be sized to keep the enclosure area warm during winter ambient temperatures.

Miscellaneous equipment:

- One galvanized bunk type trailer shall be supplied with boat. Trailer shall be with stainless steel disc brakes (King or equivalent). Trailer shall be set up and properly fitted to boat hull.
- Aluminum cradle, padded and designed to form fit the hull. Actual height and dimensions to be determined based on the vessel design proposal. Easily bolted to the mother ship deck and accommodate skiff hull configuration.
- Contractor shall deliver boat on trailer to a shipping company for shipment to Kodiak, Alaska. Shipping shall be at vendor's expense and noted in the proposal.
- The contractor shall provide guarantees for the workmanship, USCG compliance, interface of hardware capabilities, all equipment booklets, operators handbook, and appropriate sea testing of the boat.
- Any equipment or procedures of a critical nature shall be placarded in a very visible manner. All breakers and switches/valves shall be labeled.

Seating:

The accommodation of this vessel shall have seating to comfortably accommodate up to two people at the console with the controls on the starboard side. Two each heavy-duty folding mechanical shock mitigating type chair mounted, with footrests side by side. Seats will be made of waterproof material. The boat shall be designed to carry at least 3500 pounds, combined weight, 12 passengers, gear, shellfish pots, or other cargo in addition to full fuel and installed equipment.

Console:

- Appropriate number of fixed windows for good all-around visibility, of a material that does not impede vision while wearing polarized glasses.
- Appropriate exterior heavy-duty handrails.
- Defrost vents that work in conjunction with webasto air top.
- Heating vents that face operators
- Area that can accommodate a 14-inch-long, 9.5-inch-wide, and 1inch deep clip board while being used for writing.
- Dedicated watertight area to store 2 long rifles up to 38" in length.
- Provide and install LED overhead 12v light, red and white capable.
- Folding footrest
- Cup holders on port and starboard side
- Soft sides protections that are completely removable from the vessel. Should provide protection from elements while operating in adverse weather conditions. In addition, should reasonably hold heat from the center console heat source.

SEC. 2.04 SAFETY EQUIPMENT

- Two each Survival suits, USCG Approved (owner provided).
- Medical kit (owner provided).
- Tools kits (owner provided).
- Offshore Flare kit. USCG Approved.
- For all items that are owner provided storage space is to be provided on the vessel.
- Life Ring with line and bracket with light.

SEC. 2.05 WINDOWS AND DOORS

- Windows should be well explained in proposal and identified with a 3-D rendering.
- 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. Any windows that fail shall be fully removed and replaced with new windows.
- The only doors should be identified with the temporary enclosure proposal.

SEC. 2.06 DECK EQUIPMENT

Anchor/Anchor winch/Anchor locker:

- Bruce/Claw or Danforth style Galvanized Anchor of appropriate size for vessel.
- Minimum of 50' of galvanized 3/16" chain and 300' of 3/8" spectra 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.

Railings:

- Handrail system alongside of cabin continuing to bow to allow safe access to front of the vessel. A handrail at the bow to allow personnel to have a hand hold during the deployment of the anchor.

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 watertight (Freeman Hatch or equal).

Mooring and Fender equipment:

- Six 10-inch aluminum tie up cleats welded to decking.
- 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.
- The vessel shall have a second, lower course of rub rail, to be located at the height of the widest point of the vessel running from bow to stern and the ability to absorb the shock of standard mooring situation as well as underway approaches on other vessels

Deck:

- Deck shall be connected watertight to hull.
- Self bailing scuppers shall be provided through transom, with inside accessible plugs.
- Provide a welded, heavy duty towing eye on bow with SS insert.
- Six 10-inch aluminum tie up cleats welded to decking.
- All exterior decks and walkways shall have adhesive nonskid. Adhesive nonskid shall be no larger the 24-inch by 24-inch pieces with no greater than 2-inch gap between each pieces
- Removable waist high bow handrail to accommodate boarding other vessels.
- Aluminum outboard motor guard of welded pipe and retractable dive ladder.

- Lockers on transom.
- Tie down eye located between outboards on exterior of transom. (for securing vessel to deck of mothership)
- Removable davit and pot puller mounted on Port side of vessel shall have a minimum clearance of 45 inches measured from the bottom of the pot pullers shiv to the highest point of the vessel located under the pot puller. Maximum highest point shall not exceed the top of the house. Davit shall extend the pot puller 24-30 inches away from the vessel. Both davit and pot puller shall be capable of working gear weighing up to 100lbs
- Bow steps to standing area on bow cap rail.
- Standing area on bow cap rail shall comfortably support an adult

SEC. 2.07 PAINT, PREP, AND MARKINGS

- Paint Scheme, where applied, to match existing vessels (samples to be provided by the state).
- All exterior walking/work surfaces to have non-skid material.
- The State will supply all decals to be applied to house and hull.
- It is not intended that the house or the hull to have any paint on it. Other than the deck non-skid areas

Lifting Requirements

- 4 ¾ inch plate lifting eyes to support a fully equipped vessel. Location lifting eye installation to be confirmed with Captain and Engineer of P/V Enforcer before installation.
- Vessel will regularly be craned on and off mothership. From deck of mothership to top of crane is measured at 17ft of vertical lift space. Vessel will need to clear cradle of roughly 2ft before being swung over this side. Webbing Lift straps will be used for hoisting the vessel. Lifting eyes will need mounted in a way that the T-Top counsel is not pinched, without the use of a spreader bar.
- Lifting system to be approved by engineering representative of company in conjunction Captain and Engineer of P/V Enforcer

Miscellaneous

- Boat shall be made available for sea trials by an Alaska Wildlife Trooper representative prior to final delivery.
- Cradle for deck storage will be built size and dimensions to be decided in as part of the lifting system. Materials for construction will be .250" 5086 aluminum minimums with rubber bunks
- The contractor shall provide guarantees for the workmanship, USCG compliance, ABYC compliance, interface of hardware capabilities, all equipment booklets, operators handbook, and appropriate sea testing of the boat.
- Any equipment or procedures of a critical nature shall be placarded in a very visible manner. All breakers and switches/valves shall be labeled.
- Electrical schematics shall be provided.
- Interconnection schematics shall be provided for electronics.
- Tankage and Plumbing Schematics shall be provided

SEC. 2.08 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 drawing 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 vessels and its systems to be provided to the owner.

SEC. 2.09 SEA TRIALS

- Extensive Sea trials to be accomplished starting with 1-2 day system checks dockside.
- Separate sea trial for up to two days to be provided; this will not include any overnight trial.

Attachment Three: Offeror Information

PROJECT INFORMATION

RFP NUMBER: _____
PROJECT NAME: _____

OFFEROR INFORMATION

Company Name: _____
Address: _____
Tax ID: _____
Alaska Business License #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this proposal:

Name _____
Title _____
Address _____
Email _____
Telephone _____

CRITICAL TEAM MEMBERS

Provide the names of all critical team members that will be assigned to this contract. Note: These individuals cannot be removed or replaced from this project, or their positions, unless approved in writing the project director or procurement officer.

Name of Position 1 _____
Name of Position 2 _____
Name of Position 3 _____
Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

The offeror acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their proposal. Failure to identify and sign for all amendments may subject the offeror to disqualification. The offeror must list all amendments (by number), then initial and date to confirm that you have received and incorporated them into your proposal (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The offeror is presently engaged in the business of providing the services & work required in this RFP.	True False
2	The offeror confirms that it has the financial strength to perform and maintain the services required under this RFP.	True False
3	The offeror accepts the terms and conditions set out in the RFP and agrees not to restrict the rights of the state.	True False
4	The offeror confirms that they can obtain and maintain all necessary insurance as required on this project.	True False
5	The offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	True False
6	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.	True False
7	Offeror complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	True False
8	Offeror complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	True False
9	Offeror complies with the applicable portion of the Federal Civil Rights Act of 1964.	True False
10	The offeror can provide (if requested) financial records for the organization for the past three years.	True False
11	The offeror has not had any contracts terminated by the State of Alaska (within the past five years).	True False
12	The offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	True False
13	The offeror certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide services to the state.	True False
14	The offeror certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	True False
15	The offeror does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	True False
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True False
17	Offeror certifies they comply with the laws of the State of Alaska.	True False
18	Offeror confirms their proposal will remain valid and open for at least 90 days.	True False

** Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below (add rows as necessary).*

Section	Clarification

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 procurement officer 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 services to be provided by the offeror.

Does the offeror, or any individuals that will work on this contract, have a possible conflict of interest?

☐ Yes ☐ No

** Failure to answer may be grounds for disqualification.*

If "Yes", please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the proposal, proposal evaluation, or contract:

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

SIGNATURE

This proposal must be signed by a company officer empowered to bind the company.

Printed Name

Title

Date

Signature



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: [Click or tap here to enter text.](#)

Alaska Bidder Preference: Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
1.	2.
3.	4.
5.	6.

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

Alaska Bidder Preference Questions:

1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?

☐ YES ☐ NO

If YES, enter your current **Alaska business license number**: [Click or tap here to enter text.](#)

2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?

☐ YES ☐ NO

3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?

☐ YES ☐ NO

If YES, please complete the following information:

A. Place of Business

Street Address: [Click or tap here to enter text.](#)
City: [Click or tap here to enter text.](#)
ZIP: [Click or tap here to enter text.](#)

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

☐ **YES** ☐ **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

☐ **YES** ☐ **NO**

2) Do you certify that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

☐ **YES** ☐ **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

☐ **YES** ☐ **NO**

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

☐ **YES** ☐ **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated or qualified to do business under the laws of the state?**

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: [Click or tap here to enter text.](#)

B. A **sole proprietorship** AND the proprietor is a resident of the state?

☐ **YES** ☐ **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

☐ **YES** ☐ **NO**

Please identify each member by name: [Click or tap here to enter text.](#)

Alaska Veteran Preference Questions:

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

A. A **sole proprietorship** owned by an Alaska veteran?

☐ **YES** ☐ **NO**

B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?

☐ **YES** ☐ **NO**

- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

☐ YES ☐ NO

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of _____ and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

Attachment Four: Notice of Intent to Award



Department of Public Safety
Division of Administrative Services
5700 E. Tudor Road
Anchorage, Alaska 99507

THIS IS NOT AN ORDER

DATE ISSUED:

RFP NO.:

RFP DEADLINE:

RFP SUBJECT:

CONTRACTING OFFICER:

SIGNATURE: _____

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received. The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is indicated. An offeror who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer.** A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

Offerors	Responsive	Total Score	Most Advantageous

LEGEND:

@	--	MOST ADVANTAGEOUS
Y	--	RESPONSIVE PROPOSAL
N	--	NON-RESPONSIVE PROPOSAL

Attachment Five: Standard Contract Form

STANDARD CONTRACT FORM

Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code See Appendix D	4. Agency Appropriation Code See Appendix D
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Public Safety		Division	hereafter the State, and
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP Code

10.	
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.	
ARTICLE 2. Performance of Contract:	
2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.	
2.2 Appendix B sets forth the liability and insurance provisions of this contract.	
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.	
ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>first term start date</u> , and ends <u>first term end date</u> .	
ARTICLE 4. Considerations:	
4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$value of the life of the contract</u> in accordance with the provisions of Appendix D.	
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:	
11. Department of Public Safety	Attention: Division of
Mailing Address	Attention:

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm	Department/Division Public Safety/Administrative Services
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer
Date	Date

SCF.DOC (Rev. 04/14)

APPENDIX A
GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. Governing Law; Forum Selection

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

APPENDIX B¹

INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

Attachment Seven: RFP Checklist

Offerors are encouraged to use this checklist in preparation of proposals. This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

Offerors who do not respond to each item as specified below may be considered "non-responsive" and the proposal may not be accepted for evaluation and possible award of contractual services.

Description	✓
Technical Proposal submitted by RFP due date and time, including Experience and Qualifications and Construction Design Plan	
Cost Proposal submitted as a separate attachment	
Offeror Information & Alaska Bidder Certification Form	