

STATE OF ALASKA REQUEST FOR PROPOSALS



MANAGING THE ANTI-DRUG AND ALCOHOL PROGRAM FOR THE ALASKA MARINE HIGHWAY SYSTEM

RFP 2524S005

ISSUED MAY 4, 2023

This Request for Proposal (RFP) is intended to result in a contract to manage the anti-drug and alcohol program for the Alaska Marine Highway System (AMHS)

ISSUED BY:

DEPARTMENT OF TRANSPORTATION
& PUBLIC FACILITIES
ALASKA MARINE HIGHWAY SYSTEM

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOTPF), Alaska Marine Highway System (AMHS), is soliciting proposals to manage the Anti-drug and Alcohol program for the Alaska Marine Highway System in accordance with USCG regulations 46 CFR Parts 4, 5, and 16 and 49 CFR Part 40. The contractor will develop and implement the program and will be required to prepare and submit the required reports to the agencies identified in the Scope of Work.

On May 2, 2023, the US Department of Transportation released Federal Register / Vol. 88, No. 84 describing new rules for oral fluid specimen testing for drugs. This RFP reflects the intent of the anticipated adoption of oral fluid testing by the USCG as an option for future testing in addition to urine testing. The contractor must provide both urine and oral fluid specimen collection and testing to be considered responsive to this RFP.

SEC. 1.02 BUDGET

DOTPF, AMHS, estimates a budget of no more than \$140,000 dollars annually for this project. Proposals priced at more than \$140,000 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 2:00pm prevailing Alaska Time on May 25, 2023. 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 the minimum prior experience requirements.

- A minimum of two years' experience in managing a contractor's Anti-Drug program.
- The Offeror must have satisfactorily completed a U.S. Coast Guard (USCG) audit or an audit by another federal Department of Transportation agency within the past five years.
- The Offeror must have satisfactorily managed a drug program for a Department of Transportation regulated organization.

The Offeror shall provide evidence in the form of resumes demonstrating they meet the minimum prior experience requirements listed above. All submitted resumes combined must not exceed a total of five pages.

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

PROCUREMENT OFFICER: Matthew L. Pegues – PHONE 907-465-8949- EMAIL matthew.pegues@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy and one electronic copy on a thumb drive of their proposal to the procurement officer in a sealed package. The cost proposal included with the package must **be sealed separately from the rest** of the proposal and must be clearly identified. The thumb drive must have the technical proposal and cost proposal as two separate files and clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Transportation & Public Facilities
Alaska Marine Highway System
Attention: Matthew L. Pegues
Request for Proposal (RFP) Number: 2524S005

RFP Title: Managing the Anti-Drug and Alcohol Program for the Alaska Marine Highway System

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

PO Box 112500
Juneau, Alaska 99811-2500

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

3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

Emailed, faxed or oral proposals will not be accepted.

There is no overnight express mail delivery to Juneau, Alaska.

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

Offerors are responsible for thoroughly reviewing the RFP to make sure that they have met all the requirements and have provided all necessary information.

It is the offeror's responsibility to contact the issuing agency at 907-465-8447 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state'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	TIME	DATE
Issue Date / RFP Released		May 4, 2023
Deadline for Receipt of Proposals / Proposal Due Date	2:00PM	May 25, 2023
Proposal Evaluations Complete		June 6, 2023
Notice of Intent to Award		June 9, 2023
Contract Issued		June 20, 2023

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

SEC. 1.12 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. 1.13 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

The United States Coast Guard’s (USCG) has a requirement that marine employers establish a comprehensive anti-drug program to combat the abuse of drugs and alcohol in the marine industry. Evidence of drug use in the transportation industry warrants preventive actions by the USCG and commercial operators. The goal of the drug-free program is to produce a drug-free workplace and to improve marine transportation safety and worker productivity.

The USCG requires the marine employer to develop a company drug and alcohol testing program that meets the requirements of Title 46 Code of Federal Regulations (CFR) Part 16; 46 CFR Part 4, and 49 CFR Part 40.

The primary deterrent of the anti-drug effort centers on unannounced random urine or oral fluid (pending USCG approval) testing to detect the presence of illegal drugs. The comprehensive USCG anti-drug regulations, while designed to fit the circumstances of the marine industry, are modeled in part after guidelines proposed in April 1988 by the Department of Health and Human Services (DHHS). The Mandatory Guidelines for Federal Workplace Drug Testing Programs, known as the DHHS Guidelines, include procedures for collecting urine or oral fluid (pending USCG approval) samples for drug testing, procedures for transmitting the sample to testing laboratories, testing procedures, procedures for evaluating test results, and record keeping and reporting requirements. The DHHS guidelines are intended to ensure the accuracy of test results and the privacy of individuals who are tested.

EMPLOYEES

The requirement for random drug testing calls for employees to be selected for testing in a statistically sound random number generator. Requirements for testing based on reasonable cause or post-accident testing also are severely restricted in order to limit an employer’s discretion in administering such tests to employees.

VESSEL	NUMBER OF EMPLOYEES	NUMBER OF SUPERVISORS	VESSEL	NUMBER OF EMPLOYEES	NUMBER OF SUPERVISORS
M/V AURORA	24	1	M/V LITUYA	5	0
M/V COLUMBIA	63	2	M/V HUBBARD	24	1
M/V TAZLINA	24	1	M/V MATANUSKA	48	2
M/V KENNICOTT	55	2	M/V TUSTUMENA	38	1
M/V LECONTE	24	1			
Total # of Supervisors to be Trained					
	11	Total # of Employees to be Trained			305

The AMHS workforce is presently comprised of approximately 500 year-round employees and is expected to increase over the next 5 years to 700. Each vessel has 2 crews (A & B) plus a relief pool for people on vacation, unfits, training, FEMLA, etc. The size of the workforce is continually changing.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

A. INTRODUCTION

The Department of Transportation and Public Facilities, Alaska Marine Highway System desires to establish a contract for the management and execution of our Drug and Alcohol Program. The Contractor shall meet and ensure continued compliance with all the requirements set forth by USCG Regulation; 46 CFR parts 4, 5, & 16 and 49 CFR Part 40 and 655.

The contractor will be responsible for providing training and qualified personnel to manage the program, to include the training and testing of AMHS personnel. The Contractor is responsible for maintaining all the records and preparing and providing all reports required for the management of this program.

The AMHS Project Manager for the Anti-Drug and Alcohol Program is Anthony Karvelas, Operations Manager.

B. DEFINITIONS

The following definitions are offered for clarification:

Designated Employer Representative: A designated employer representative required by regulation; in this contract this person is also referred to as the Project Manager and the Operations Manager.

Distant Collection Site: A distant collection site could be used following an accident or for reasonable cause testing and for testing port/terminal personnel.

Drug Tests– If the same tests are not used for the Pre-employment tests, the random tests, and the mail-in tests the offeror shall describe the differences. Following is a summary of the actual tests that were performed in 2022.

Pre-Employment	76
Random	430
Post-Accident	35
Reasonable Cause	1
Return to Duty	1
Follow Up	5
Total number of employees in all categories	548

Employee Testing Pool:

Title	Number	Description for testing pool
AMHS Marine Personnel	Approximately 500 for evaluation base	All personnel designated as licensed or documented marine personnel assigned to or that have the potential to be assigned to AMHS vessels as part of a collective bargaining agreement between the SOA and MMP, MEBA or IBU.

Management Information Systems (MIS) and FTA Yearly Reports: Reports are required by both the United States Coast Guard (USCG) and Federal transportation Administration (FTA). Reports are due upon request after the first of the calendar year but no later than the beginning of March or as the agency (USCG, FTA) requires. Designated Employee Representative (DER) will obtain passwords from both agencies so the contractor can generate and file the necessary reports.

New Hire Anti-Drug Training: Classes are typically taught in Ketchikan (3 classes, total 75 students). The New Hire Anti-Drug training booklet will be printed and provided by the AMHS.

Personnel Testing: All vessel personnel (licensed or documented marine employees) shall be included in the testing pool. Drug tests may be administered by the contractor's staff and/or at nearby DOT certified clinics.

Personnel Training: All AMHS personnel, both shore and vessel personnel, must receive anti-drug and alcohol training at time of hire, and have access to the training during the term of their employment. Personnel may request anti-drug supervisor training. The contractor must provide access to electronic or hard copy training materials at the AMHS work site.

Post-Accident Test: It is a requirement that any person who has suffered a missed duty accident will be required to take a drug test within 32 hours. Frequently an alcohol test is also required. When the vessel arrives at a port the individual will be referred to a clinic to take the test. If due to scheduling the vessel will not arriving at the port within a day, a test may be taken and the sampled stored until the vessel arrives at a port. The test results will be forwarded for timely distribution by the contractor. If an accident occurs that involves management of the vessel, many of the "on duty" crew will be required to be tested. If this occurs the contractor may be transported to the vessel or the crew may be tested at the closest port.

Random Testing: When the contractor notifies the Vessel Captain they are on the vessel for the purpose of random testing they will request and the Captain will provide a list of the entire crew.

Specimen Collection Training: The Contractor will train selected individuals to collect samples for Post-Accident and Reasonable Cause drug and alcohol testing. The employees will be trained only in use of the testing materials provided by the contractor. This training is combined or piggybacked with the Supervisor Training.

Supervisor Training: Supervisor Training must be available to active supervisors as well as employees who are preparing for advancement. The training must be available at the worksite (in person or remotely) and address the issues identified in Section C Program Requirements and Section E Supervisor Training. At a minimum a written lesson shall be provided followed by an emailed test. The test must be evaluated by the contractor and when satisfactorily completed a certificate of completion shall be provided to the employee and a report to the AMHS. The AMHS anticipates offering the class twice a year in Ketchikan. The number of participants is unlimited.

Travel Charges: After award of the contract, all charges must be identified on the invoice. Section 3.09 Compensation. Those items which would be incurred and paid to the AMHS directly (ferry reservations) shall be reported and invoiced.

C. PROGRAM REQUIREMENTS

In order to fulfill the requirements of the USCG's anti-drug regulations, the contractor must implement the following key program elements:

- I. Develop a written drug testing program plan.
- II. Establish an employee education and training program.
- III. Establish a supervisor training program.
- IV. Designate or appoint a medical review officer (M.R.O.).
- V. Conduct tests for alcohol consumption and illegal drug use.
- VI. All testing and training must occur during normal employee work hours at the work site or in the case of training, at a location in close proximity to an AMHS shore side facility. AMHS has employees on duty around the clock.

D. EMPLOYEE TRAINING PROGRAM

The contractor shall have an established record of satisfactorily maintaining equipment, including qualified technicians, technical expertise and support infrastructure, to provide all services called for by these specifications.

The contractor must establish an employee assistance program consisting of education and training for each employee in a safety sensitive related position (as determined by Federal regulations) as well as supervisors who may determine the need for reasonable cause testing. All training must be provided at the employee's work site, vessel, or AMHS facility.

Employee education and training with respect to a company's anti-drug policy must be designed to:

- I. Heighten general employee awareness of the effects and consequences of drug abuse on personal health and safety, and on the work environment.
- II. Explain the manifestations and behavioral cues that may indicate drug abuse.
- III. Provide information on the State's policy against drug use in the workplace, the penalties for violation of the policy such as suspension, removal, and perhaps loss of a job, and expected standards of employee conduct. Such information is particularly important for new or transferred employees.
- IV. Provide information on any employee assistance services such as drug treatment and rehabilitation.
- V. Provide information on the general procedures for specimen collection for drug testing.
- VI. Provide an explanation of the legitimate individual privacy rights of an employee and the strict limitations on the disclosure of an employee's drug test results.
- VII. Provide an explanation of the value of working in a drug-free workplace.

A knowledgeable workforce can provide powerful peer influence against drug abuse and drug abusers. Brochures, memorandums, fact sheets, mailings, seminars, and informational displays are some of the common means of communicating an employer's drug-free workplace goals within its anti-drug program.

E. SUPERVISOR TRAINING

In addition to employee training in the items listed above, the USCG anti-drug program requires that supervisors who will make determinations on reasonable cause testing receive a minimum of 60 minutes of training in the physical, behavioral, and performance indicators of probable drug use. This training is in addition to the general employee drug program awareness training. Certification shall be provided to an individual who demonstrates successful completion of the training by satisfactory completion of a written test. All training must be available for the employee on the vessel in which they serve or for shore-side personnel at the AMHS port/facility nearest their place of employment.

A well planned supervisory training program should be balanced to enable a supervisor to recognize the profile of an at-risk employee while not over reacting to unfounded suspicions of drug use that will upset an employee’s legitimate expectations of privacy and confidentiality.

The topical elements of the supervisory drug-training program should include information on:

- A. The impact of drugs in the workplace and in society at large.
- B. A working knowledge of the company anti-drug policy, testing procedures, positive test policy, and rehabilitation assistance resources.
- C. Methods for communicating the company’s anti-drug policy and anti-drug program.
- D. Recognition of signs and symptoms of substance abuse and profiles of at-risk employees.
- E. Understanding the behaviors, evidence, and circumstances that constitute reasonable cause for drug abusers that lead to drug testing and any appropriate corrective action.
- F. Confidentiality and how it applies to the anti-drug program.
- G. The contractor will be required to train selected personnel aboard each vessel to collect specimen samples for Post-Accident and Reasonable Cause drug and alcohol testing. (Refer to section 9.0 Additional Requirements of the Contractor.)

F. DESIGNATION OF APPOINTMENT OF A MEDICAL REVIEW OFFICER (MRO)

The contractor must designate or appoint an MRO to interpret, evaluate, and monitor its drug testing program. The MRO must be a licensed medical doctor and must be knowledgeable in drug abuse disorders. The physician must be knowledgeable in the toxicology of illicit drugs. The primary responsibility of the MRO is to review and interpret positive test results obtained through a company’s drug testing program. It is important to identify an employee/applicant as a drug abuser. The MRO must assess and determine whether some other medical reason exists for the positive test results.

G. CONDUCTING ANTI-DRUG TESTS

The anti-drug program requires urine or oral fluid (pending USCG approval) testing for five specific classes of drugs. The initial test shall use an immunoassay type. A confirmatory test of all positive tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. The specific drugs and threshold (cut off) levels are listed below:

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

The following five type of testing are required for the drugs listed above:

- I. **Pre-employment:** All new employees must pass a drug test. All persons who have been off work for more than 60 days must pass a drug test. All persons who have not been under the requirement of random testing for more than 60 days must pass a drug test. Testing under this category includes those individuals who are transferred and/or promoted to safety sensitive positions from non-safety sensitive positions, those individuals who have been taken out of the random pool for any period, and those individuals who have taken extended leaves of absence.
- II. **Post-Accident:** After an accident the employee(s) must be tested as soon as possible, but no later than 32 hours after the accident if that employee's performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident. A decision not to administer a drug test after an accident must be based on a determination, that uses the best information available at the time of the accident, indicating that the employee's performance could not have contributed to the accident. In addition to drug test testing, the contract must provide each vessel with the ability to conduct alcohol tests within two hours after a serious marine incident.
- III. **Reasonable Cause:** A covered employee must submit to a drug test if at least two supervisors, one of whom is trained in detecting the indicators of drug use, shall substantiate and concur in the decision to test an employee who is reasonably suspected of drug use on the basis of specific, contemporaneous circumstances that might trigger reasonable cause testing include evidence of repeated errors on the job, regulatory of company rule violations, or unsatisfactory time and attendance patterns, if coupled with a specific contemporaneous event that indicated probable drug use. When a marine employer (as recommended by at least two supervisors) requires testing of an individual under the provisions of this section, the individual must be informed of the fact and directed to provide a urine or oral fluid specimen as soon as practicable. This fact shall be entered in the vessel's logbook.
- IV. **Random or unannounced testing:** Between 25% and 50% of AMHS employees will be randomly tested annually for the presence of the five prescribed classes of drugs. The unannounced testing must be based on a random number table or completely random selection system method approved by the USCG. The AMHS will use a system of random testing based on an unannounced time. The contractor is required to maintain an annualized random test rate of at least 25 percent of all covered employees. It is imperative that information on the dates of random testing locations and names of those to be tested are kept in the strictest confidence prior to testing. The State shall have the option to increase or decrease the percentage of employees tested.
- V. **Random test for Alcohol** shall be conducted for a minimum of 10 percent of our total pool of vessel employees, per 49 CFR Part 655.
- VI. Return to Duty
- VII. Follow Up

The contractor shall provide all the supplies used in the tests. The contractor will be reimbursed for mail in tests provided to the vessels.

H. WHO MUST BE TESTED

The USCG regulation and interpretations define employees who are required to be included in a USCG approved anti-drug program. Note that the rules are interpreted to include any employee performing in a job class requiring a M.M.D. (Merchant Mariners Document) and credentialed mariners on vessels.

The USCG anti-drug rule makes no distinction regarding the testing of temporary or seasonal employees. An employer is required to include covered temporary employees in a drug testing program.

AMHS is barred from using any employee that refuses to submit to a drug test under the provisions of the anti-drug rule. Additionally, an applicant or employee that is a holder of a M.M.D. (Merchant Mariners Document) or credentialed mariner who refuses to submit to a drug test is subject to denial of an application for any certificate or rating issued for up to 1 year after the date of that refusal. Such a refusal is also grounds for suspension or revocation of any certificate or license.

I. ADDITIONAL REQUIREMENTS FOR CONTRACTOR

Contractor must have satisfactorily completed a U. S. Coast Guard audit or an audit by another federal Department of Transportation agency within the past five (5) years. Contractor must maintain USCG certification.

The Contractor shall provide all drug and alcohol testing materials for AMHS employees. This includes custody and control forms, a sufficient number of approved specimen kits, written instructions, and a sufficient number of approved alcohol test kits. The contractor must maintain an inventory of the approved collection kits equal to the number of operating crew on each vessel, at no charge. Each kit must include a prepaid mailer.

- The contractor will be required to train selected personnel aboard each vessel to collect specimen samples for Post-Accident and Reasonable Cause drug and alcohol testing.
- The contractor shall provide specimen collection and alcohol testing materials to each AMHS vessel.

The AMHS requires split testing for all DOT regulated testing. A split sample is created when an initial urine or oral fluid (pending USCG approval) sample is split into two. One sample is used for the initial screen and, if positive, the second sample is used for the confirmation test.

AMHS will determine whether the employee will take a urine or oral fluid test.

For collections taken by the contractor and subcontractor, the contractor will ensure the custody and control forms and alcohol test forms are filled out completely and accurately in accordance with DOT regulations.

Emailed test results submitted to the DER shall have the employees name included in the header of the email.

The contractor shall provide an updated list of Substance Abuse Providers on an annual basis with names and contact information of Alaskan practicing SAP's to AMHS so that this list can be provided to employees who violate the AMHS drug and Alcohol Policy.

J. TESTING NOT REQUIRED BY FEDERAL REGULATIONS:

The goal of the USCG anti-drug program is focused on achieving a safe and drug-free commercial marine workforce. The regulations impose uniform, minimum requirements on employers. Additional, more stringent anti-drug procedures or requirements imposed by an employer cannot and will not be considered part of the employer’s approved program. Specifically, the USCG anti-drug regulations do not require the following tasks and the USCG will not approve a plan that includes:

- I. Testing for drugs other than those stated in the regulations.
- II. Testing for thresholds different from DOT/USCG limits.
- III. Tests other than by urinalysis.
- IV. Using specimens for purposes other than specified by the USCG anti-drug rule.
- V. Specimen analysis by laboratories not approved by DHHS

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately July 1, 2023, through June 30, 2024. The contract includes four one-year optional renewals under the same terms and conditions. Options to renew will be exercised at the sole discretion of the state.

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 shall keep the Operations Manager current on the status of the program including all training conducted and /or requested. All communications must go to the Project Manager, Designated Employer Representative, and/or Alternate Designated Employer Representative listed in the AMHS Drug and Alcohol Policy.

1.0 PROGRAM START-UP

1.1 Within 30 calendar days of contract award the Contractor shall submit to the Operations Manager a draft plan for managing the Anti-drug and alcohol program for AMHS review and for comments. Within 90 calendar days of contract award the Contractor shall submit the contractor’s final plan for managing the Anti-drug and alcohol program for the AMHS for review and approval. It shall include the:

- schedule of testing and training.
- samples of handout materials.

- 1.2 Within 6 months of award, the Contractor shall request a USCG Audit. The Contractor must have completed the suggested changes or have a plan approved by the project manager which includes a date for completion of the audit findings. The Contractor shall notify the Project Manager when all the audit findings have been addressed.

2.0 PROGRAM MANAGEMENT

- 2.1 The Contractor shall establish, maintain, and submit documentation to maintain compliance with U.S. Coast Guard drug testing program.
- 2.2 The Contractor shall provide a quarterly summary of the status of the program including tests given, the percentage of employees tested, training programs given.
- 2.3 The Contractor shall be responsible for notifying the state within 30 days of any changes to the state and federal statutes that will affect or impose changes to the established anti-drug and alcohol program.
- 2.4 The Contractor shall manage the work schedule including meeting the testing and reporting dates, and ensuring the testing scheduled at intervals throughout the year.
- 2.5 The Contractor shall provide the Supervisor's Training Program to the state employees. A second session may be requested mid-year.
- 2.6 The Contractor shall make available the Supervisors Training Program to state employees at a distant location. This training may be in the form of a web-based program, or the transmittal of documents via email.
- 2.7 Manage the Quality Assurance and Quality Control. The Contractor has the obligation to assure that the process of specimen collection, handling, and laboratory analysis is performed in a manner that assures the integrity of the final test results for all specimens.
- 2.8 The employee test results contain sensitive information and must be handled with discretion. Inappropriate or unapproved release of test results may result in termination of the contract.

SEC. 3.04 CONTRACT TYPE

This contract is a firm fixed price with CPI adjustments contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments based on a work performed. Each billing must consist of an invoice and work report. For drug and alcohol tests, invoices must be itemized by:

- employee name and employee identification number; and
- type of test conducted, or service provided

The contractor is responsible for ensuring employee names and identification numbers are recorded accurately so the state can audit the invoice. No payment will be made until the work report and invoice has been approved by the project director.

- The Invoices shall be submitted each month for services provided the previous month.

SEC. 3.06 CONTRACT PAYMENT

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

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

SEC. 3.07 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through June 30, 2024

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska (Series Id CUURS49GSA0, CUUSS49GSA0).

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year 2022 annual average (256.423) and each average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

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. 3.08 LOCATION OF WORK

The work is to be performed on the standard vessels of the AMHS. Service may be required at any port in Alaska, or in the Puget Sound area in Washington or near Portland, Oregon.

Travel will be reimbursed in accordance with Section 3.09 Compensation.

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

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

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

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

SEC. 3.09 COMPENSATION

The contractor shall be compensated under the following labor categories:

Direct Costs: The Unit Price per labor category offered in response to this RFP shall include all costs associated with providing the services to include all direct and indirect costs such as, but not limited to, hourly rates, taxes, overhead, fringe benefits, profit, utilities, insurance, all training materials, any necessary forms needed by the fleet and all materials required for specimen testing. The following labor categories are included:

1. AMHS Anti- Drug Alcohol Program Management
2. Training
3. Specimen Tests
4. Labor

OTHER ALLOWABLE CHARGES

REIMBURSEABLE CHARGES

The State shall reimburse the contractor for travel expenses, collection and testing of specimens and for pre-paid mailers provided to the ships. All indirect costs must be approved in writing and in advance by the Project Director. No other costs will be allowed under this contract.

Charges which the contractor incurs, and which will be reimbursed by the State of Alaska include:

- Charges for collection and testing at a distant collection site.
- Charges for testing specimens
- Pre-paid mailers provided to the ships. Invoice must identify quantities and vessels.

TRAVEL EXPENSE REIMBURSEMENT

Travel Expenses shall be reimbursed in accordance with the *Alaska Administrative Manual 60* (AAM 60).

The State will reimburse the Contractor's actual receipted travel expenses per the following criteria:

- Airfare is limited to coach fare
- Lodging
- Reimbursement for meals will not exceed \$60.00 per day
- Rental vehicles are limited to mid-size or less make and model as opposed to premium options
- All travel costs must be shown as separate line items on the invoice
- Actual receipts must be provided with invoice for all travel expenses

Any travel must comply to the greatest possible extent with the following State of Alaska Travel policies (AAM 60 Travel.pdf) located at: <http://doa.alaska.gov/dof/manuals/aam>.

In the event it is necessary to travel on a vessel to perform the required work AMHS will supply passenger ticket, stateroom, and meals for the contractor while the vessel is underway. Per diem and lodging shall not be reimbursed if these benefits are received while aboard AMHS vessels. Travel reimbursement and travel scheduled on an AMHS vessel must be preapproved in writing by the Project Manager.

The Contractor will only be compensated for items identified in the Compensation Section of this RFP and listed in the cost proposal. No additional charges are allowed.

SEC. 3.10 SUBCONTRACTORS

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

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.

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS

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

SEC. 3.13 F.O.B. POINT

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

SEC. 3.14 CONTRACT PERSONNEL

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

SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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. 3.16 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 Transportation or the Commissioner's designee.

SEC. 3.17 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. 3.18 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1, attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

SEC. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement officer 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 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	
Submittal Form B – Experience and Qualifications	5
Submittal Form C – Testing and Reporting Plans for the Project	5
Submittal Form D – Training Plan for the Project	5
Submittal Form E – Management Plan for the Project	5
Submittal Form F – Subcontractors	1
Submittal Form G – Cost Proposal	

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. 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. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide a narrative description of the organization of the project team, identify key personnel, and address the training and experience of key personnel. If the contractor has provided service to the AMHS discuss that experience.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.05 TESTING AND REPORTING PLANS FOR THE PROJECT (SUBMITTAL FORM C)

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule. Address the issue of scheduling to meet the testing requirements, specifically the AMHS vessel schedules. Explain which tasks will be performed by the contractor's employees and which will be subcontracted at the ports of call which AMHS services.

To demonstrate an understanding of the challenges of scheduling, the proposal should include descriptions of providing the required services to the following employees.

- 1) Random Urine Testing for the entire crew of the Aurora in Prince William Sound.

- 2) Random Urine Testing for the entire crew of the Columbia in Southeast Alaska and Bellingham, Washington.
- 3) Random Urine Testing for the entire crew of the Tustumena in Southcentral and Southwest Alaska.
- 4) The crew of any vessel in shipyard in the Portland, Oregon area.

Provide information stating which Department of Health and Human Services certified laboratory will be used to perform the drug tests. In addition, the contractor shall explain how samples will be collected and transported to the testing laboratory according to specimen collection standards. Explanation will include information on the chain of custody and confidentiality requirements, laboratory testing techniques including the name, and all pertinent information about using blind test requirements when applicable (Quality Assurance/Quality Control Program).

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 TRAINING PLAN FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Include state and federal drug testing requirements that will be incorporated into the training program. The Statement of Work identifies three (3) training programs; these must be addressed in the offeror's proposal. Include knowledge of state and federal drug testing requirements that will be incorporated into this program. Address the AMHS schedule and provide a tentative schedule for training programs in Ketchikan, Juneau, and Seward. Include a description of the training program that will be provided.

Address the AMHS new hire schedule and provide a tentative schedule for training programs in Ketchikan and Juneau and include a description of how the class will be taught and who will teach the class.

The offeror must specifically address how they will meet the requirements of Section 1.1 Program Administration, 5.0 Supervisor Training. The proposal must address the training, evaluation, and certification. If written materials are to be used a sample must be provided, or an explanation of the materials to be used. Documents used in a similar training program may be provided with an explanation of how the AMHS program would differ or be enhanced.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM E)

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will work on the contract. The offeror must describe which employees will be responsible for the services required. The offeror must describe how the various ports and AMHS vessels on the established routes will be served.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form. 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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	50
Testing and Reporting for the Project	(Submittal Form C)	200
Training Plan for the Project	(Submittal Form D)	200
Management Plan for the Project	(Submittal Form E)	50
	Total	500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
	Total	400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors’ responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror’s responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (50 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

1) *Questions regarding the personnel:*

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Is the organization of the project team clear?

2) *Questions regarding the firm and subcontractor (if used):*

- a) Has the firm demonstrated experience in completing similar projects?
- b) Has the firm addressed and demonstrated completing reports similar to those that are required?
- a) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 TESTING AND REPORTING FOR THE PROJECT (200 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

- a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b) How well has the offeror identified pertinent issues and potential problems related to the project?
- c) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- d) Has the offeror demonstrated an understanding of the state's new hire schedule and vessel schedules and can meet it?

SEC. 5.06 TRAINING PLAN FOR THE PROJECT (200 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

- a) How well does the Training plan support all of the project requirements and provide the deliverables required in the RFP?
- b) How well has the offeror demonstrated the knowledge and application of the Federal (USCG) requirements?
- c) Does it appear that offeror can meet the AMHS schedule issues identified in the RFP?
- d) To what extent has the offeror addressed the training goals and requirements identified in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (50 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

- b) Does the management plan address how services will be provided to the various locations?
- c) To what degree is the proposal practical and feasible?

SEC. 5.08 CONTRACT COST (COST PROPOSAL) (400 POINTS)

A minimum of 40% of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

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 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{336.8}$$

SEC. 5.09 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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 following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337

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

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

SEC. 5.10 ALASKA BIDDER PREFERENCE

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

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

Alaska Bidder Preference 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. 5.11 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. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

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

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SEC. 5.13 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 list the names of all offerors and identify the offeror selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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** 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 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests

to change language in this document (adjust, modify, add, delete, etc.), 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 that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 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. 6.07 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. 6.08 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. 6.09 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. 6.10 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.11 ASSIGNMENT

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

SEC. 6.12 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. 6.13 SEVERABILITY

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

SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 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. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 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. 6.17 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. 6.18 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. 6.19 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 through Microsoft Teams.

SEC. 6.20 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. 6.21 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 contact 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.

SEC. 6.22 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."

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

Separate from the RFP

- 1) Vendor Submittal Forms A Through F
- 2) Cost Proposal

Included in the RFP

- 3) Standard Contract Form for Goods and Non-Professional Services with Appendix A
- 4) Appendix B1
- 5) Proposal Evaluation Form

Attachment Three

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	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor			hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State ZIP+4

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

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

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 sees 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 FIVE

PROPOSAL EVALUATION FORM

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

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number 2523S005

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1,000

SEC 5.04 EXPERIENCE AND QUALIFICATIONS (MAXIMUM 50 POINTS)

Proposal will be evaluated against the following questions:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Is the organization of the project team clear?

2) Questions regarding the firm and subcontractor (if used):

- a) Has the firm demonstrated experience in completing similar projects?
- b) Has the firm addressed and demonstrated completing reports similar to those that are required?
- a) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Evaluator's Score for Section 5.04: _____ (1 – 5 – 10)

Evaluator's Notes: _____

SEC 5.05 TESTING AND REPORTING FOR THE PROJECT (200 POINTS)

Proposal will be evaluated against the following questions:

- a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- b) How well has the offeror identified pertinent issues and potential problems related to the project?
- c) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- d) Has the offeror demonstrated an understanding of the state's new hire schedule and vessel schedules and can meet it?

Evaluator's Score for Section 5.05: _____ (1 – 5 – 10)

Evaluator's Notes: _____

SEC 5.06 TRAINING PLAN FOR THE PROJECT (200 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

- a) How well does the Training plan support all of the project requirements and provide the deliverables required in the RFP?
- b) How well has the offeror demonstrated the knowledge and application of the Federal (USCG) requirements?
- c) Does it appear that offeror can meet the AMHS schedule issues identified in the RFP?
- d) To what extent has the offeror addressed the training goals and requirements identified in the RFP?

Evaluator's Score for Section 5.06: _____ (1 – 5 – 10)

Evaluator's Notes: _____

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (50 POINTS)

This portion of the offeror's proposal will be evaluated against the following questions:

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b) Does the management plan address how services will be provided to the various locations?
- c) To what degree is the proposal practical and feasible?

Evaluator's Score for Section 5.06: _____ (1 – 5 – 10)

Evaluator's Notes: _____
