

STATE OF ALASKA REQUEST FOR PROPOSALS



PARTS AND SERVICE FOR HYDRAULIC SYSTEMS ON THE VESSELS OF THE ALASKA MARINE
HIGHWAY SYSTEM (AMHS)

RFP 2524S032

ISSUED SEPTEMBER 1, 2023

This RFP is intended to result in a single as-needed contract for parts and services for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

This procurement is being processed and administered under the DOT&PF delegation of procurement authority in accordance with AS 36.30.270 and COB #03-006.

ISSUED BY:

Department of Transportation & Public Facilities
Alaska Marine Highway System AMHS

PRIMARY CONTACT:

Chris Hunt
Procurement Officer
chris.hunt@alaska.gov
(907) 465-8448

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Transportation & Public Facilities (DOT &PF), Division of Alaska Marine Highway System (AMHS), is soliciting proposals for parts and services for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS) on an as-needed basis. Service may be required at any port in Alaska, or in the Puget Sound area of Washington or near Portland, Oregon. The contractor is required to mobilize and respond to emergency callouts or high priority repair requirements immediately after contact. AMHS ferries travel from Bellingham, WA to Kodiak, AK. Emergency service may be required at any port served by the AMHS.

SEC. 1.02 BUDGET

The resultant contract is as-needed based on the Department of Transportation & Public Facilities, Division of Alaska Marine Highway System (AMHS) needs and U.S. Coast Guard requirements. As such, AMHS guarantees neither minimum nor maximum of usage against this contract.

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:00 PM prevailing Alaska Standard Time on September 22, 2023 as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

These minimum prior experience requirements will be demonstrated by submissions with the offerors bid:

- The contractor must have a minimum of three (3) years of experience with maritime vessel hydraulic systems and equipment.
- The contractor must provide evidence of a minimum of two (2) reported successful service experiences with United States Coast Guard and ABS regulated steering systems, and provide contact information for each for AMHS to verify the evidence.

These minimum prior experience requirements will be demonstrated by submission of Attachment #3 Demonstration of Required Minimum Prior Experience Form and Prior Experience Evidence listed above and submitted with their proposal.

An offeror's failure to meet these minimum prior experience requirements, submit Attachment #3 and provide evidence will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

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:	Chris Hunt	PHONE:	907-465-8448
EMAIL:	chris.hunt@alaska.gov	FAX:	907-465-3124

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit **One (1)** hard copy of their proposal, in writing, and **TWO** thumb drives containing electronic copies of the entire proposal. **One** thumb drive will contain the transmittal information and the technical proposal. **One** thumb drive will contain the cost proposal. The proposal response should be addressed 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.

Emailed, faxed or oral proposals **will not be accepted.**

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

Department of Transportation & Public Facilities
Division of Administrative Services
Attention: Chris Hunt

Request for Proposal (RFP) Number: 2524S032

RFP Title: Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

PO Box 112500
3132 Channel Drive, Room 350
Juneau, Alaska 99811-2500

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

Department of Transportation & Public Facilities
Attention: Chris Hunt
3132 Channel Drive, Room 350
Juneau, Alaska 99801

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.

Please take into consideration that due to weather, scheduling, and location there is no overnight delivery service to Juneau, Alaska.

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, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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 OPN.

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

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

- Issue RFP September 1, 2023,
- Deadline for Receipt of Proposals September 22, 2023 at 2:00 PM Alaska Time,
- Proposal Evaluation Committee complete evaluation by September 29, 2023,
- State of Alaska issues Notice of Intent to Award a Contract September 29, 2023,
- State of Alaska issues contract October 10, 2023,
- Contract start October 10, 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 PRE-PROPOSAL CONFERENCE/TELECONFERENCE

A pre-proposal conference will not be held for this solicitation.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The State of Alaska (SOA), Department of Transportation & Public Facilities (DOT&PF) operates the Alaska Marine Highway System (AMHS). AMHS is part of the State highway infrastructure, transporting people and vehicles via Marine Vessels from Bellingham, WA to ports in SE Alaska, the Gulf of Alaska, and the Aleutian Chain. The AMHS strives to provide safe and reliable transportation service. To meet this goal emergency service may be required at any port on the routes served. Vessels receive maintenance in Portland, OR, Seattle, WA, and various ports in Alaska. The ability of a contractor to respond to a maintenance request or an emergency call may be influenced by the availability of public transportation to that port, scheduling, and weather.

The contractor will provide routine preventative maintenance and as-needed emergency service to the AMHS vessels. All service duties must be performed by the contractor while the vessels are in port. The major ports in southeast Alaska are Ketchikan and Juneau/Auke Bay. The major ports in northern Alaska are Homer, Valdez, Cordova, Whittier and Kodiak

The Department of Transportation and Public Facilities (DOT&PF), Alaska Marine Highway System (AMHS) currently has nine (9) ferry vessels that are equipped with various makes and models of hydraulically controlled and operated equipment including but not limited to vessel steering gear systems, accessory HPU units, car doors, watertight doors, life boat davits, vehicle elevator systems and CPP systems. The docks and ramps of many ports used by the AMHS are equipped with hydraulic systems. The resulting agreement will be a master contract establishing the terms and conditions, labor rates, and price discounts to provide as needed parts, technical assistance on board the vessel, as well as component rebuild in the successful contractor's shop.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK & DELIVERABLES

1.0 Introduction

When parts and/or services are required, an AMHS officer from the vessel will call with a request for service and/or parts. The contractor shall provide an estimate for the services requested that includes all costs for completing the project. Costs will include, but are not limited to, labor costs and associated travel costs. Once the estimate is approved by AMHS, work may proceed and charges can be incurred. Once the Service Technician is on site at the vessel, a quote for parts and shipping shall be provided to AMHS, this quote may also contain a revised labor cost determined by the actual amount of work required to complete the service call. Once the quote is approved by AMHS, work may proceed for the completion of the needed service.

Service calls may be scheduled ahead of time or emergency calls requiring prompt response may be requested. The contractor must be available for emergency service.

The contractor shall be reimbursed travel expenses in accordance with state travel provisions at the prevailing rate. See Section 3.06 COMPENSATION of this RFP.

Hydraulic systems and components are found in a wide variety of applications on the AMHS vessels which include but are not limited to the following equipment or components.

- Hydraulic oil delivery systems,
- Valves-proportioning, distribution, control,
- Cylinders- welded, tie rod, telescoping,
- Pumps,
- Motors,
- Pressure regulation components and switches,
- Hoses and seals

Some typical systems found on the vessels using hydraulic power are lifeboat davits, steering gears, vehicle loading doors, vehicle elevators, water tight doors, and CPP systems. Service may include but not be limited to remanufacture and repair of any of the components listed.

2.0 Scope of Work

A. The contractor shall provide all labor, supervision, tools, equipment, materials (except as specified) and transportation to:

- a) Perform preventative maintenance services and code-mandated mechanical inspections and tests on specified hydraulic systems on AMHS vessels.
- b) Replace worn and defective “consumable” parts, and adjust equipment for proper operation, following the manufacturer’s or contractor’s recommendations and code requirements.
- c) Mobilize and respond to emergency callouts or high priority repair requirements immediately after contact. AMHS ferries travel from Bellingham, WA to Kodiak, AK. Emergency service may be required at any port served by the AMHS.
- d) Submittal of the required reports are an integral part of the Scope of Work. Failure to submit reports and certificates are a service deficiency. Reports documents must bear the company

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

information and logo, be typed, of a formal and complete nature, and submitted electronically by email the vessel port engineer. A list of port engineers will be provided to the successful offeror.

- e) Rebuilding or replacement of major components, such as hydraulic rams, motors or pumps.
- f) New construction or modification of existing equipment.
- g) Development of plans, specifications, and designs for new or modified equipment consistent with all applicable regulations and ready for submittal for regulatory review by ABS, DNV, USCG, or any combination thereof.
- h) Repair of damage resulting from causes other than negligence of the contractor or contractor's employee(s).

3.0 Contractor's Qualifications

- The contractor shall have an established record of satisfactorily maintaining and repairing equipment of the types identified and shall possess the capability, including qualified technicians, technical expertise and support infrastructure, to provide all services called for by these specifications.
- All work shall be performed by journeymen technicians directly employed and supervised by the contractor. No work shall be subcontracted, except that major components may be rebuilt by qualified suppliers.

4.0 Safety Codes

- Codes and regulations (U.S. Coast Guard and American Bureau of Shipping) are applicable to AMHS vessels. If a conflict exists between code provisions, the most stringent shall apply.
- The contractor shall promptly report to the AMHS Port Engineer all known equipment deficiencies and provide prompt cost proposals for corrective work, which may be required during inspections by contract vessel crew or other code enforcement authorities or the AMHS Port Engineer.

5.0 Working Hours and Conditions

- Services may be performed at times when the vessels are in port, except during heavy usage times. The contractor shall coordinate equipment shutdowns in advance with the vessel's chief engineer, and notify the chief engineer before any work begins and again when work is complete.
- The contractor shall provide a written service report or maintenance certificate to the Chief Engineer before leaving the vessel.

Deliverables

- A. The Contractor shall provide preventative maintenance services and code-mandated mechanical inspections and tests on specified hydraulic systems on AMHS vessels.
- B. The Contractor shall replace worn and defective "consumable" parts, and adjust equipment for proper operation, following manufacturer's recommendations and code requirements.
- C. The Contractor shall respond to emergency callouts within 12 hours, exclusive of travel to a distant location. AMHS ferries travel from Bellingham, WA to Kodiak, AK. Emergency service may be required at any port served by the AMHS.

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- D. The Contractor shall rebuild or replace major components, such as hydraulic rams, motors or pumps when requested.
- E. The Contractor shall provide new installation or modification of existing equipment.
- F. The Contractor shall provide telephone consultations with the vessels for both emergency and non-emergency reasons within four (4) hours of call placement from AMHS.
- G. The Contractor shall develop plans, specifications, and designs for new or modified equipment consistent with all applicable regulations and ready for submittal for regulatory review by ABS, DNV, USCG, or any combination thereof.
- H. The Contractor shall submit of all required service reports and maintenance certificates within the required time frames for each report or certificate.
- I. The Contractor shall coordinate equipment shutdowns in advance with the vessel's Captain, and notify the Captain before any work begins and again when work is complete.
- J. The Contractor shall maintain equipment in compliance with the latest adopted Safety Codes and all other codes and regulations applicable to AMHS vessels.
- K. The Contractor shall repair all damages resulting from causes other than negligence of the Contractor or Contractor's employee(s).

The State reserves the right to add or remove Alaska Marine Highway Vessels during the life of the contract as needed.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately October 10, 2023 through September 31, 2024. This contract contains four (4) one (1) year renewal options to be exercised solely by 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 CONTRACT TYPE

This contract is a fixed price contract with adjustments

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The state will make monthly payments based on a work performed during the previous month.

SEC. 3.05 INVOICING

Each billing must consist of an invoice and Service Report. If reimbursements are requested as part of the invoice for travel or parts and shipping costs actual receipts/ invoices from those vendors must accompany the contractor's invoice.

Reimbursements for travel or parts and shipping costs must meet the requirements and criteria set out in Section 3.06 Compensation to be deemed eligible for payment. Reimbursement requests that do not meet the requirements and criteria will not be approved for payment.

No payment will be made until the Service Report and invoice has been approved by AMHS.

SEC. 3.06 COMPENSATION

The contractor shall be compensated under the following:

Direct Costs: The hourly rates per labor category offered in response to this RFP shall include all costs associated with providing the services to include all direct and indirect labor costs such as, but not limited to, hourly rates, taxes, overhead, fringe benefits, profit, utilities, and insurance. The following labor categories are included:

1. Technician, Straight Time
2. Technician, Overtime
3. Technician, Holiday Time
4. Travel Time
5. Telephone Consultation

The state shall reimburse the contractor for Travel Expenses and for actual Parts and Shipping costs. All indirect costs must be approved in advance and in writing by the Project Director.

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>.

All Travel reimbursement must be preapproved in writing by AMHS.

PARTS AND SHIPPING COST REIMBURSEMENT

The State will reimburse the Contractor for actual parts and shipping costs needed for the completion of requested work under the contract. Invoices from parts suppliers and freight vendors must be provided for all parts and shipping expenses for reimbursement of those costs.

No other costs will be allowed under this contract.

SEC. 3.07 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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

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

SEC. 3.08 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through September 31, 2024.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

Adjustments will only apply to the unit price labor categories proposed in Attachment #2 Cost Proposal.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.
- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 January through June 2023; and each HALF1 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.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

SEC. 3.09 LOCATION OF WORK

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

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 3.10 THIRD-PARTY SERVICE PROVIDERS

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

SEC. 3.11 SUBCONTRACTORS

Subcontractors may only be used to perform work under this contract when major components need to be rebuilt by qualified suppliers. The offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

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;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

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

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 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. 3.14 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. 3.15 CONTRACT PERSONNEL

Only Technicians approved by the AMHS may be proposed for work in support of this contract. Any change of the service technicians, project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.16 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director 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. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

The contractor will not commence additional work until the 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 & Public Facilities or the Commissioner's designee.

SEC. 3.18 VESSEL LAYUP/ VESSEL SERVICE LAYUP / ADDITION OR REMOVAL OF VESSELS FROM SERVICE

AMHS may under their Operating Plan, puts vessels covered under this contract in a Layup status. The AMHS Project Manager will notify the Contractor when vessels in Layup will not require service under this contract, which Service Tasks those will be and the duration of each Vessel Service Layup. The AMHS Project Manager will notify the Contractor when to commence Service Tasks again following each Vessel Service Layup.

The AMHS Project Director will notify the Contractor, should any of the vessels covered under this contract be permanently removed from revenue service and no longer require that any of the Service Tasks under this contract be performed.

After just issuing the attached amendment, when a vessel is removed from Revenue Service, this language in the paragraph immediately above should probably read:

‘Upon notification by the Project Director, the Procurement Officer will issue a contract

amendment should any AMHS vessel be required to be taken out of Revenue Service and no longer require the services of the contract.’”

The State reserves the right to add or remove Alaska Marine Highway Vessels during the life of the contract as needed.

SEC. 3.19 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

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. 3.20 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

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error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 3.21 INSURANCE REQUIREMENTS

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

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

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.

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.

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.

SEC. 3.22 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

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

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

PROPOSAL FORMAT AND CONTENT

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

The following instructions describe the format of how the offeror's proposals should be assembled, and the order in which the proposal is to be submitted. These instructions are provided to ensure a complete submission of the information necessary for an equitable analysis and evaluation of proposals submitted in response to this RFP. Each offeror must provide every component listed below, in the order shown, using the format described for each component. A proposal may be rejected if it is incomplete or conditional in nature.

The RFP response will contain three (3) sections: (1) Proposal Transmittal with Checklist, (2) Technical Component, and (3) Cost Proposal.

Proposal Transmittal <<< SECTION A >>>

The following summary provides the required content and sequential order in which proposals are to be presented. For easier identification of RFP requirements and documentation, DOT&PF recommends that all proposals are assembled as indicated in this section. An offeror's failure to include these items in their proposal may cause their proposal to be determined non-responsive and the proposal may be rejected. At the discretion of the offeror, other items not identified may be supplied with the proposal if the offeror feels that the additional information is pertinent to their proposal response. This list is not all inclusive.

1. Required proposal copies:

Offerors must submit **One (1)** hard copy of their proposal, in writing, and **TWO** thumb drives containing electronic copies of the entire proposal. **One** thumb drive will contain the transmittal information and the technical proposal. **One** thumb drive will contain the cost proposal. The proposal response should be addressed 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.

Emailed, faxed or oral proposals **will not be accepted**.

2. Proposal Submittal Letter: Include a transmittal letter containing the complete name (as it appears on the business license) and mailing address of the firm, telephone number, and email address of the contact person for the proposal.

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The following information **MUST** be addressed in the letter or as an attachment within the transmittal section.

- ☐ Authorized signature (Section 4.02 (a))
- ☐ Offeror's Certification A-H (Section 4.02 (b))
- ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 4.02 (c))
- ☐ Conflict of Interest Disclosure (Section 4.02 (d))
- ☐ Federal Requirements (Section 4.02 (e))
- ☐ Review Insurance Requirements (Section 3.18) Attachment #5
- ☐ Valid Alaska Business License Proof (Section 6.02)
- ☐ Review & Agree to Standard Contract Provisions (Section 6.14) Attachment #4
- ☐ Disclosure of Proposal Contents <if applicable> (Section 6.21)
- ☐ Alaska Bidders Preference Certification Form <if applicable> Attachment #7
 - **NOTE:** Offeror's shall **not** include a disclaimer on all of the proposal pages. If the offeror's proposal includes trade secrets, confidential and other proprietary information, this information must be individually identified and shall include the reason(s) for confidentiality.
 - The Procurement officer will make the determination in writing if the information is to be maintained confidential. Following the Notice of Intent to Award, proposals become public information. Procurement records must include information to support the selection of contractor(s), typically this includes cost, qualifications, and other key components of a proposal.
- ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].
- ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #8).

Proposal [Technical Component] <<< SECTION B >>>

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Experience and Qualifications with resumes (Section 4.03)
- ☐ Understanding of the project (Section 4.04)

Overall Technical Proposal Contents: The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Experience and Qualifications 4.04 Understanding of the project. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- Prior Experience (Section 1.04) Prior Experience Evidence and Attachment #3
Demonstration of Required Minimum Prior Experience Form
- 4.03 – Experience and Qualifications including resumes and evidence that demonstrates the required prior experiences listed in Section 1.04 Prior Experience.
- 4.04 – Understanding of the project

COST PROPOSAL <<< SECTION C>>>

- 1. Title Page:** Title page must include the name of the Company/Firm submitting the proposal, RFP Title, RFP number, Proposal Due Date, and must be labeled as Cost Proposal.
- 2. Cost Proposal Contents:** The Cost Proposal Attachment #2 included with the package must be sealed separately from the rest of the proposal and must be clearly identified, and submitted based on the instructions provided in Section 1.07, Section 4.01 and Section 4.07 of this RFP.

SEC. 4.02 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide comprehensive narrative statements and evidence that illustrate the support they can offer various hydraulic systems. At a minimum the offeror should provide the following:

1. Address the offerors experience in supporting a variety of hydraulic systems.
2. Address the offerors experience with hydraulic systems on marine vessels.
3. Address the training and experience of the personnel who will be working on the AMHS hydraulic systems.
4. The resumes of the technicians who will be working on the AMHS vessels.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- Title and resumes of the technicians who will be working on the AMHS vessels; and
- Evidence that demonstrate the required prior experiences listed in Section 1.04 Prior Experience.

SEC. 4.04 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.05 COST PROPOSAL

Offerors must complete and submit the Cost Proposal Form provided in the RFP. No changes or alterations to the Cost Proposal Form are permitted.

The cost proposal must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit. Submit only one Cost Proposal in a separate, sealed envelope.

In order to be considered responsive a proposer must bid on all labor categories listed in the cost proposal form. If there is no charge associated for a labor category listed proposers must enter “no charge” for that labor category.

The cost proposal shall not include any travel or parts costs as those costs will be reimbursed per Section 3.06 COMPENSATION of this RFP.

No additional charges shall be allowed.

SEC. 4.06 EVALUATION CRITERIA

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

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

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 the Technical portion of all responsive proposals.
- 3) Each responsive Technical 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 proposals 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		45
Understanding of the Project		5
Total		50
Cost Criteria		Weight
Cost Proposal		40
Total		40

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	10
Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each 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	Combined Total Score	Points Awarded
Offeror 1	10	5	5	20	67
Offeror 2	5	5	5	15	50
Offeror 3	10	10	10	30	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (30)}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

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:

Offeror Total Score (40)

_____ x Max Points (10) = Points Awarded (10)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (45 points)

Proposals will be evaluated against the questions set out below:

- 1) How broad is the firm's experience regarding a wide range of hydraulic systems?
- 2) Do the individuals assigned to the project have experience on a variety of systems similar to AMHS equipment?
- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (5 points)

Proposals will be evaluated against the questions set out below:

- 4) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

SEC. 5.06 CONTRACT COST (40 points)

Overall, 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 = 40):

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 40 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.43 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal}$
 $= 37.43$

Offeror #3 receives 33.68 points.

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal}$
 $= 33.68$

SEC. 5.07 ALASKA OFFEROR PREFERENCE (10%)

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:

100 Total Points Available in RFP \times 10% Alaska Offeror preference = 10 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	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	100 points
Offeror #3	80 points	Alaska Offeror Preference	100 points

Step 3

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

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

Offeror #3 90 points (80 points + 10 points)

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

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, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

conference room on the 3rd floor of the Department of Transportation & Public Facilities Building in Juneau, Alaska.

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;

- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all 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:

[Application Of Preferences](#)

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

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

SEC. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

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- 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. 6.13 ALASKA VETERAN PREFERENCE

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

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

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

Alaska Veteran Preference Certification

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

SEC. 6.14 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.

SEC. 6.15 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. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 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. 6.18 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. 6.19 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 6.20 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. 6.21 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. 6.22 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. 6.23 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. 6.24 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. 6.25 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. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Proposal Evaluation Form
- 2) Cost Proposal Form
- 3) Demonstration of Required Minimum Prior Experience Form
- 4) Standard Contract Form & Appendix A
- 5) Appendix B1 Indemnity and Insurance
- 6) Notice of Intent to Award
- 7) Alaska Bidder Preference Certification Form
- 8) RFP Submittal Checklist

ATTACHMENT #1

PROPOSAL EVALUATION FORM

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

Offeror Name: _____
Evaluator Name: _____
Date of Review: _____
RFP Number: 2524S032

EVALUATION CRITERIA AND SCORING

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

5.04 Experience and Qualifications

Proposals will be evaluated against the questions set out below.

- 1) How broad is the firms experience regarding a wide range of hydraulic systems?

NOTES: _____

- 2) Do the individuals assigned to the project have experience on a variety of systems similar to AMHS equipment?

NOTES: _____

- 3) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.04: _____

Maximum Point Value for this Section - 45 Points

5.05 Understanding of the Project

Proposals will be evaluated against the questions set out below.

- 1) Has the offeror demonstrated a thorough understanding of the purpose and scope of work of the project?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR 5.05: _____

Maximum Point Value for this Section - 5 Points

EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS: _____

5.06 Contract Cost

Maximum Point Value for this Section 40 Points

Overall, a minimum of 40 percent of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 6.11.

5.07 Alaska Offeror Preference — 10 Percent

Point Value for this Section — 10 Points

100 Points x 10 Percent = 10 Points

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

ATTACHMENT #2 COST PROPOSAL

This Cost Proposal must be submitted in response to this Request for Proposal. A failure to submit this Cost Proposal will result in the proposal submission being considered non-responsive, any changes to this cost proposal will result in an offeror's proposal determined to be a conditioned and will be declared non-responsive and rejected.

The cost proposal form is provided for evaluation purposes only. The State does not guarantee any level of work may be required for the resulting contract. The labor and overhead/markup rates identified below shall be the rates incorporated into the contract. Travel Expenses, Parts and Shipping costs shall be reimbursed in accordance with section 3.06 Compensation.

The cost proposal must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, overhead assigned to each person working on the project and profit. Submit only one cost proposal in a separate, sealed envelope.

In order to be considered responsive a proposer must bid on all labor categories listed in the cost proposal form. If there is no charge associated for a labor category listed proposers must enter "no charge" for that labor

Labor Categories	Unit	Unit Cost
Technician, Straight Time	Per Hour	\$
Technician, Overtime	Per Hour	\$
Technician, Holiday Time	Per Hour	\$
Travel Time	Per Hour	\$
Telephone Consultation	Per Hour	\$

Total Cost Labor Categories \$_____

Estimated Parts Cost	Percentage of Parts Markup	Total Parts Cost
\$75,000.00	% _____	\$_____

Total Cost Labor & Parts \$_____

ATTACHMENT #3

DEMONSTRATION OF REQUIRED MINIMUM PRIOR EXPERIENCE FORM

SEC. 1.04 Prior Experience

In order for offers to be found responsive, offerors must provide evidence in writing that clearly demonstrates how that they meet these minimum prior experience requirements: Proposers may attach additional pages if necessary to answer the questions posed. If additional pages are added, please add continuation to proposer's response and the item number for the continuation to the header of the additional pages.

1. Provide a description of how your firm specifically meets the following requirement:

- a. The contractor must have a minimum of three (3) years of experience with maritime vessel hydraulic systems and equipment.

Is evidence of Prior Experience included with the proposal per RFP Section 1.04 Prior Experience?

Proposer's response to 1, a) The contractor must have a minimum of three (3) years of experience with maritime vessel hydraulic systems and equipment., item a above:

DEMONSTRATION OF REQUIRED MINIMUM PRIOR EXPERIENCE FORM

SEC. 1.04 Prior Experience Continued

1. Provide a description of how your firm specifically meets the following requirement:

- b.** The contractor must provide evidence of a minimum of two (2) reported successful service experiences with United States Coast Guard and ABS regulated steering systems, and provide contact information for each for AMHS to verify the evidence.

Is evidence of Prior Experience included with the proposal per RFP Section 1.04 Prior Experience?

Proposer's response to 1, b) The contractor must provide evidence of a minimum of two (2) reported successful service experiences with United States Coast Guard and ABS regulated steering systems, and provide contact information for each for AMHS to verify the evidence., item b above:

An offeror's failure to clearly demonstrate they meet these mandatory prior experience requirements will cause their proposal to be found non-responsive and rejected.

ATTACHMENT #4: STANDARD AGREEMENT FORM & APPENDIX A**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 ■

SCF.DOC (Rev. 04/14)

STATE OF ALASKA – REQUEST FOR PROPOSALS (RFP) # 2524S032

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

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

6. No Additional Work or Material:

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

7. Independent Contractor:

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

8. Payment of Taxes:

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

9. Compliance:

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

10. Conflicting Provisions:

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

11. Officials Not to Benefit:

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

12. Contract Prices:

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

13. Contract Funding:

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

14. Force Majeure:

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

15. Contract Extension:

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

STATE OF ALASKA – REQUEST FOR PROPOSALS (RFP) # 2524S032

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

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.

ATTACHMENT #5: APPENDIX B1 INDEMNITY AND INSURANCE

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 #6: NOTICE OF INTENT TO AWARD

NOTICE OF INTENT TO AWARD A CONTRACT



Department of Administration
Division of General Services
Seventh Floor - State Office Bldg.
333 Willoughby Street
P.O. Box 110210
Juneau, Alaska 99811-0210

THIS IS NOT AN ORDER

DATE ISSUED: TBD

RFP NO.: 2524S032

RFP DEADLINE: TBD

RFP SUBJECT: Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

CONTRACTING OFFICER:

SIGNATURE: _____

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

Offerors	Responsive	Most Advantageous
Company Name	Y	@

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

SUMMARY

This is the State's Notice of Intent to Award contracts as follows:

Company Name

Address

City, Stat, Zip

Award of contracts is contingent upon the receipt of the following within ten (10) days:

Proof of Insurance

Alaska Business License

ATTACHMENT #7 ALASKA BIDDERS PREFERENCE CERTIFICATION FORM



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME:

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

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

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

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

Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?
☐ YES ☐ NO
 If YES, enter your current **Alaska business license number**:
- 2) Is your business submitting a bid under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?
☐ YES ☐ NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid per [AS 36.30.990\(2\)\(C\)](#)?
☐ YES ☐ NO
 If YES, please complete the following information:

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

A. **Place of Business**

Street Address: _____

City: _____

ZIP: _____

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

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

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

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

☐ **YES** ☐ **NO**

If **YES**, enter your current **Alaska corporate entity number**: _____

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

☐ **YES** ☐ **NO**

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

☐ **YES** ☐ **NO**

Please identify each member by name: _____

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

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☐ YES ☐ NO

Please identify each partner by name: _____,
_____, _____,

Alaska Veteran Preference Questions:

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

- A. A **sole proprietorship** owned by an Alaska veteran?
☐ YES ☐ NO
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?
☐ YES ☐ NO
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?
☐ YES ☐ NO
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?
☐ YES ☐ NO

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

(A) Served in the

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

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

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

☐ YES ☐ NO

SIGNATURE

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

(Business Name)

Printed Name

Title

Date

Signature

ATTACHMENT #8 RFP SUBMITTAL CHECKLIST

This checklist is an integral part of this RFP and the related proposal. The checklist **MUST** be included with the proposal. This checklist is not intended to be an all-inclusive list for all requirements of the RFP. It is the offerors responsibility to ensure all required items and information are addressed in their proposal. Signature on the checklist indicates that you have read the requirements stipulated by this RFP, and that the required information is submitted with your proposal. Signature of a binding officer of the proposing firm must sign the checklist. This signature will serve as the official signature of the proposal.

Pre-Proposal Activities:

- ☐ Register with Procurement Officer
- ☐ Request Disability Assistance (if needed) at least 10 days prior to proposal deadline (Section 1.08)
- ☐ Submit Written Questions in writing to Procurement Officer (Section 1.06)

Proposal Transmittal (Section A)

- ☐ Offerors must submit **One (1)** hard copy of their proposal, in writing, and **Two** thumb drives containing electronic copies of the entire proposal. **One** thumb drive will contain the transmittal information and the technical proposal. **One** thumb drive will contain the cost proposal. The proposal response should be addressed 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.
- ☐ Proposal Submittal Letter (Section 4.01) (see minimum information below for requirements)
 - ☐ Authorized signature (Section 4.02(a))
 - ☐ Offeror's Certification A-H (Section 4.02 (b))
 - ☐ Vendor Tax ID proof OR Vendor Tax ID number (Section 4.02 (c))
 - ☐ Conflict of Interest Disclosure (Section 4.02 (d))
 - ☐ Federal Requirements (Section 4.02 (e))
 - ☐ Review Insurance Requirements (Section 3.21) Attachment #5
 - ☐ Valid Business License Proof (Section 6.02)
 - ☐ Review & Agree to Standard Contract Provisions (Section 6.14) Attachment #4
 - ☐ Disclosure of Proposal Contents <if applicable> (Section 6.21)
 - ☐ Alaska Bidders Preference Certification Form <if applicable> Attachment #7
 - ☐ RFP Amendments: All amendments issued for this RFP that require acknowledgement must be signed and included with the proposal [enclose only required signed amendments].
 - ☐ RFP Submittal Checklist: The checklist is an integral part of the RFP, it must be signed and be included in the Proposal Transmittal Section (Attachment #8).

Proposal Technical Component (Section B)**Overall Technical Proposal –**

The technical proposal must include the information outlined in Section 1.04 Prior Experience, Section 4.03 Experience and Qualifications and Section 4.04 Understanding of the project of this RFP. All proposals will be evaluated against Section 5 of this RFP. At a minimum, the following sections must be addressed within the Technical Proposal. No cost information may be included in the technical proposal.

- 4.03 – Experience and Qualifications including evidences that demonstrate the required prior experiences listed in Section 1.04 Prior Experience.
- Understanding of the project
- 4.04 – Understanding of the project
- Prior Experience (Section 1.04) Attachment #3 Demonstration of Required Minimum Prior Experience Form

STATE OF ALASKA – REQUEST FOR PROPOSALS (RFP) # 2524S032

Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

- ☐ Title Page
- ☐ Table of Contents
- ☐ Prior Experience Evidence (Section 1.04)
- ☐ Experience and Qualifications (Section 4.03)
- ☐ Understanding of the project (Section 4.04)
- ☐ Demonstration of Required Minimum Prior Experience Form (Attachment #3)

Cost Proposal (Section C)

- ☐ Cost Proposal, Attachment #2 **(Separate envelope addressed to the Procurement Officer)** (Section 1.07, Section 4.01 and Section 4.05)

RFP# 2524S032

Title: Parts and Service for the hydraulic systems on the vessels of the Alaska Marine Highway System (AMHS)

Proposal Due Date: September 22, 2023 at 2:00 p.m. [Alaska Time]

Company Name	Printed Name of Binding Official	Signature of Binding Official / Date
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