

# STATE OF ALASKA REQUEST FOR PROPOSALS



## PATROL VESSEL BUILD RFP 2024-1200-0338

ISSUED MAY 10, 2024

FABRICATION OF A NEW PATROL VESSEL TO BE USED IN SOUTHEAST ALASKA

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ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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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 Public Safety, Division of Administrative Services, on behalf of the Alaska Wildlife Troopers Vessel Section, is soliciting proposals for the fabrication of a 33' – 35' patrol vessel for use in Southeast, Alaska, with a home port of Sitka. A more detailed description including Scope of Work is provided in Section 3.

### SEC. 1.02 BUDGET

Proposals priced at more than \$700,000.00 will be considered non-responsive.

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

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:30pm prevailing Alaska Time on May 31, 2024. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

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

- The offeror must demonstrate that they have successfully completed a minimum of five vessels of similar design
- The offeror must demonstrate they have more than five years of experience in aluminum vessel fabrication
- The offeror must provide welding qualifications for the persons welding the vessel
- The offeror must demonstrate the vessel can be fully designed, engineered, and modeled in 3D
- The offeror must have a suitable fabrication facility that is both sheltered and heated.

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

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

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

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

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

PROCUREMENT OFFICER: Kelly Pahlau – PHONE (907) 269-8493

### SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one copy of their proposal via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to **dps.das.solicitations@alaska.gov** as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

It is the offeror's responsibility to contact the issuing agency at (907) 269-8493 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

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

### (b) OFFEROR'S CERTIFICATION

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

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

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

### (c) VENDOR TAX ID

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

### (d) CONFLICT OF INTEREST

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

**(e) FEDERAL REQUIREMENTS**

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

**SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

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

**SEC. 1.10 AMENDMENTS TO PROPOSALS**

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

**SEC. 1.11 AMENDMENTS TO THE RFP**

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

**SEC. 1.12 RFP SCHEDULE**

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

- Issue RFP May 10, 2024,
- Deadline for Receipt of Proposals May 31, 2024,
- Proposal Evaluation Committee complete evaluation the week of June 3, 2024,
- State of Alaska issues Notice of Intent to Award a Contract the week of June 3, 2024,
- State of Alaska issues contract June 17, 2024.

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

**SEC. 1.13 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation.

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

#### SEC. 1.14 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Operational Area: All Southeast Alaska

Since statehood, the Department of Public Safety (DPS) has utilized a variety of patrol vessels to service the needs of the Alaskan citizenry in Alaska. Primarily operated in and around the waters of Southeast Alaska including the outer coast, these patrol vessels have varied in size and shape as necessary to meet the demands of the waters assigned. These vessels provided reasonably seaworthy platforms for short-term patrols of 3 - 7 days in duration. The patrols involving these vessels have varied depending on the operational need of the enforcement program assigned. A normal vessel crew has consisted of a minimum of 2 persons and as many as 4 persons aboard vessels of this size. This vessel must be sufficiently capable of working and carrying a small amount of seized gear, including but not limited to commercial crab pots, shrimp pots, and gillnet gear. This vessel does not require a permanent crew; the operators and handlers could be trained relatively quickly and will have ample opportunity to maintain currency and qualification.

Specific to the southeast Alaska twin engine aluminum and collared vessels in the 30–40-foot range have been utilized for many years by the Department of Public Safety and have proven to be effective, efficient, well suited to the area and its unique challenges. The current vessel has been used for over 20 years and has been deemed no longer serviceable and a replacement vessel is needed. After extensive research with current operators, DPS has determined the requirement of a newly constructed patrol vessels of 33-35ft with a collaring system and a hull made of marine grade aluminum, will best suit the needs for a law enforcement patrol vessel operating in the waters of the southeast Alaska, AK, and surrounding areas. The collared hull design was chosen because it produces the best balance of required power, fuel and maintenance efficiency, sea worthiness, and speed needed, but having better protection for the hull when contacting vessels in the marine environment.

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



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Public Safety (DPS), Vessel Section, is soliciting proposals for a newly constructed, high-quality vessel with sea-keeping abilities required for Alaska waters. The vessel shall be built to the specifications identified in **Attachment One: Vessel Specifications**.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately June 17, 2024, for approximately eighteen months or until completion, no later than December 31, 2025.

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

### SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

- A. One completed vessel underway to Sitka, AK after meeting the specifications identified in Sec. 3.01 Scope of Work and Attachment One: Vessel Specifications, including the passing of all sea trials.

### SEC. 3.04 CONTRACT TYPE

This contract is a firm, fixed price contract.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

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

### SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Public Safety or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

### SEC. 3.07 LOCATION OF WORK

The location the work is to be performed, completed and managed is the contractor's place of business.

The state will not provide workspace for the contractor. The contractor 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. 3.08 SUBCONTRACTORS**

Subcontractors may be used to perform outboard installation, as long as the subcontracted work is covered by the overall vessel warranty. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

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

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

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

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

### **SEC. 3.09 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.10 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. 3.11 F.O.B. POINT**

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

### **SEC. 3.12 CONTRACT PERSONNEL**

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

### **SEC. 3.13 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. 3.14 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

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

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

### **SEC. 3.15 NONDISCLOSURE AND CONFIDENTIALITY**

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and

categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

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

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

### **SEC. 3.16 INDEMNIFICATION**

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

### **SEC. 3.17 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. 3.18     TERMINATION FOR DEFAULT

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

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

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

### SEC. 4.02 INTRODUCTION

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

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

### SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

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

The Department requires that the Contractor be qualified to provide the services in the Contract. "Qualified" in this instance means that the Contractor has significant experience fabricating aluminum vessels of at least 34 feet. The Contractor must be able to demonstrate more than five years of experience in aluminum vessel fabrication and must provide welding qualifications for the persons welding the vessel.

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

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

**Offerors must provide a minimum of two reference names and phone numbers for similar projects the offeror's firm has completed.**

### SEC. 4.04 CONSTRUCTION DESIGN PLAN

Offerors must provide a comprehensive construction plan with their proposal. The plan shall give dates of significant phase completions of the vessel and a clear delivery date. This plan must include:

- Construction Specification: This specification shall clearly indicate all vessel performance criteria, including tank capacities, and relevant construction standards.
- Preliminary weight, trim, and stability. A brief analysis of proposed vessel weight, trim, and stability shall be provided. This analysis shall demonstrate how the Contractor's vessel will meet the relevant specification requirements regarding freeboard and stability. Data may be based on similar vessels, if they have been recently constructed by the Contractor and have very similar characteristics to the proposed vessel.
- Speed and fuel use/range calculations shall be included for various operating RPMs.

- A complete and detailed list: including all machinery, equipment, spares, tools, etc. to be included with the vessel.
- Drawings: Submit at least: Deck arrangements for each deck level including hold level,
- Structural Inboard Profile, Outboard Profile, Typical Structural Amidships Section (with scantlings).
- Drawings shall be a minimum of tabloid size (11x17inch.)
- Note 1: Any other information relevant to the vessel or Contractor's construction quality.
- Note 2: Descriptions and materials for cabin insulation, paint coatings, interior finish, appliances, cabin layout, etc. are also expected in the construction plan.

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

#### **Mission Suitability**

- Overall Size: length, beam, depth.
- Hull Design: sea keeping and vessel maneuverability.
- Speed.
- Stability.
- Endurance.
- Hold space and tanks arrangement

#### **Structure and Machinery**

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

### **SEC. 4.05 COST PROPOSAL**

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

### **SEC. 4.06 EVALUATION CRITERIA**

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

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

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

### SEC. 5.01 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

#### **1) Questions regarding the personnel:**

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are backgrounds complete and do they demonstrate experience that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

#### **2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided at least two reference names and phone numbers?

### SEC. 5.02 CONSTRUCTION DESIGN PLAN (35%)

Proposals will be evaluated against the questions set out below as well as the maritime vessel technical criteria areas of **“Mission Suitability”** and **“Structure and Machinery”**.

- a) Has the offeror provided a construction design plan that follows the specifications and layout described in **Section Five – Specifications**, with significant phase completion dates?
- b) Has the offeror provided general arrangement, profile, and structural drawings of the boat that accurately convey the vessels size, shape, function, and layout?
- c) Has the offeror incorporated in the design all the specifications described in Section Five – Specifications – Vessel Performance Standards?
- d) Has the offeror provided descriptions of major equipment components such as engines?
- e) Has the offeror incorporated in the design all the operational/mechanical specifications described in Section Five – Specifications – Vessel Machinery and Systems?
- f) At a minimum, has the offeror included in the design all the electrical and electronic components described in Section Five – Specifications – Vessel Machinery and Systems?
- g) Has the offeror incorporated in the design all the accommodations requirements, described



in Section Five – Specifications – Accommodations?

- h) Has the offeror incorporated in the design all the safety requirements, described in Section Five – Specifications – Safety Equipment?
- i) Has the offeror incorporated in the design all the window and doors requirements, described in Section Five – Specifications – Windows and Doors?
- j) Has the offeror incorporated in the design all the miscellaneous and deck equipment requirements, described in Section Five – Specifications – Miscellaneous Items and Deck Equipment?
- k) Has the offeror included in the proposal the required guarantees, equipment booklets, and operator handbooks?
- l) Did the offeror provide speed and fuel use/range calculations for various operating RPMs?
- m) Does the construction plan give the State the best possible understanding of how the Contractor proposes to construct the vessel and what components will be used?
- n) Did the offeror provide pictures of two similarly produced vessels by the offeror?
- o) Has the offeror incorporated in the design all the storage and stowage requirements?
- p) Does the offeror's design provide a general arrangement that best utilizes the vessel's size and shape?

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

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

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

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

### **SEC. 5.04 ALASKA OFFEROR PREFERENCE (10%)**

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

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

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

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

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

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

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

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

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## **SEC. 6.04 CLARIFICATION OF OFFERS**

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

## **SEC. 6.05 DISCUSSIONS WITH OFFERORS**

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

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

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

## **SEC. 6.06 EVALUATION OF PROPOSALS**

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

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

## **SEC. 6.07 CONTRACT NEGOTIATION**

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

If the contract negotiations take place telephonically, the offeror will be responsible for having the necessary equipment to participate in the negotiations.

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

## SEC. 6.10 PROTEST

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

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

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

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

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

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

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

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

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

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

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

## Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Certification Form**

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

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

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

#### **Alaska Veteran Preference Certification**

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

### **SEC. 6.14 ALASKA OFFEROR PREFERENCE**

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

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

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

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

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

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

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

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

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

**Offeror #3 receives 33.7 points.**

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

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

100 Total Points Available in RFP x 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 of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

#### STEP 3

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

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

#### STEP 4

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



## **SECTION 7. GENERAL LEGAL INFORMATION**

### **SEC. 7.01 STANDARD CONTRACT PROVISIONS**

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in SECTION 8. ATTACHMENTS for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### **SEC. 7.02 QUALIFIED OFFERORS**

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

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

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

### **SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT**

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

### **SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS**

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

### **SEC. 7.05 HUMAN TRAFFICKING**

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

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

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

## SEC. 7.06 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

## SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

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

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

## SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

## SEC. 7.10 DISPUTES

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

## SEC. 7.11 SEVERABILITY

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

## SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

## SEC. 7.13 SOLICITATION ADVERTISING

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

## SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

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

on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

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

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

**Attachments:**

- 1) Vessel Specifications
- 2) Cost Proposal (attached separately)
- 3) Notice of Intent to Award Example
- 4) Standard Contract Form for Goods and Non-Professional Services

## ATTACHMENT ONE: VESSEL SPECIFICATIONS

### 5.01 Vessel Specifications

#### 5.01A Vessel Performance Standards:

The vessel and its components shall be suitable for operation everywhere in Southeast Alaska and surrounding waters in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 80 degrees F to -10 degrees F, water temperatures between 65 degrees F and 30 degrees F, wind speeds between 0 and 45 knots, and wave heights up to 8 feet.

- **Hull:** Welded aluminum, shallow draft. In the general design of a mono hull design with the ability to operate in seas up to 8ft.
- **Collar system:** Collar must be made of a rigid, non-air collaring system. Soft nose- no metal bow.
- **Length:** Required length shall be no less than 33 feet length overall and no greater than 35ft, not including collars and transom or motor extensions.
- **Beam:** Maximum beam of 11' with collars.
- **Stability:** Vessel must pass a stability test per USCG requirements for worst case load condition with the vessel operating in exposed waters. Also, vessel must have a collision bulkhead and additional watertight bulkheads, spaced so that vessel will not sink if one compartment is holed.
- **Cargo:** The vessel must be able to carry deck loads of up to 2000 lbs.
- **Propulsion:** Twin outboard 425hp Yamaha outboards capable of achieving 45kts.
- **Speed:** Cruise speed to be a minimum of 28 knots.
- **Range:** 300 NM minimum
- **Draft:** Not to exceed 40" with engines down.

## **5.01B Vessel Construction Standards**

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

Extra structure shall be provided in areas of high stress. As appropriate for normal good ship building practices, stress relieving curves/radii and brackets shall be provided in areas of high stress. Insert plates shall be provided at points of stress concentration and hull penetration. Doubler plates shall not be substituted for insert plates. The following standards must be adhered to: Side Plating: 1/4" Aluminum plate, 5086 H116, Bottom and Transom Plating: 5/16" Aluminum plate, 5086 H116 Deck Plating: 3/16" 5052-H32.

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

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

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

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

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

Installation of metals other than aluminum shall be strictly controlled. Ferrous metals shall be minimized to only those required of specified equipment and shall not be installed in the vessel structure, mechanical, or electrical systems unless the Contractor receives prior approval from

the State. Non-aluminum fasteners shall be stainless steel. Where non-aluminum metal and aluminum must be connected, such connection shall occur through a dielectric kit, or some other means to eliminate or minimize galvanic corrosion. The State shall reject, and the Contractor shall replace, any dissimilar metal installation the State believes may be susceptible to galvanic corrosion.

The exterior of the hull must have a rigid, non-air collaring system. It must have a soft nose, non-metal bow. Anti fouling paint on side plates behind collars.

### **5.01C Vessel Machinery and Systems**

#### **Propulsion:**

- Dual engine Yamaha outboards, 425hp each, capable of at least 45 knots per hour and a cruising speed of 28 knots per hour.

#### **Vessel Controls:**

- Control station with electronic controls mounted inside pilot house starboard side.

#### **Fuel systems:**

- Fuel tank, aluminum, location to be determined by the manufacturer for suitable stability. Tank to have sediment/water collection sumps with drains. Minimum 300-gallon capacity, 350 gallon tank preferred.
- Tanks to be fitted with 1 ½" fills, 1 ½" vent positioned to allow proper displacement of air. Accessible electric fuel level sending unit.
- Proper ventilation system to be installed in any void spaces that have fuel present and other machinery to include but not restricted to vent blowers, alarms, indicators and control panels for all systems.
- Racor water separators with sight glass.

#### **Cabin heating and insulation:**

- A central forced air-heating system by Webasto to be installed to heat all accommodation areas including the head, pilot house and berthing area including the windshields. There are to be separate controls in each outlet of the ducting to sufficiently control the temp and airflow throughout the vessel. The heater should have a 5 gal minimum fuel tank.
- The heat system is to be sized to keep the vessel warm during winter ambient temperatures.
- All heated spaces shall be insulated with non-porous insulation securely attached to vessel structure. Spray in foam insulation is not acceptable.
- Heating pipes and ducts to be insulated as needed.



- Additional electrical heating system will be installed for use when the vessel is connected to shore power or on generator.

#### **Fresh water systems:**

- Potable water system consisting of minimum of 20 Gal freshwater tank or tanks, water supply pump,
- All water pipes to be insulated accordingly.
- Fresh water fill to be done via deck fitting clearly marked “potable water” with a locking system.
- Water systems to have drains to allow for draining system to prevent freezing and all fresh water piping shall be insulated.
- Non-electric, Hand pump water faucet.

#### **Sanitation systems:**

- Fixed marine style toilet to be provided with either direct overboard discharge or to holding tank with pump out ability.
- Minimum five (5) gallon holding tank.

#### **Electrical system:**

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

#### **House Distribution power:**

- 12 VDC house power shall be supplied with marine grade deep cycle batteries. (Final number of batteries shall be determined by load analysis provided by the contractor.)

- House power batteries shall be charged with a consta-volt battery charger, sized for, and capable of, providing the entire power load of the house system.
- House power batteries shall also be capable of being charged from the engine alternator, generator or shore power.
- Install and integrate inverter based on completed load analysis.

#### **Engine Start/Run Power:**

- Each 12 VDC Start/Run power system shall be supplied with a minimum of 2 ea. (2 per engine) Marine grade batteries Deep Cycle. Final number of batteries shall be determined by load analysis provided by Contractor.
- Each Start/Run battery system shall also be capable of being charged from the engine alternator, through a selector switch.

#### **120v AC power:**

- 120V electrical power is to be supplied by a 30-amp shore power circuit, through a common switch to a 120VAC distribution panel.
- Shore power shall be routed through an isolation transformer. The shore power inlet is mounted on the exterior cabin bulkhead and serviced by a CFM shore power cord. The Cord is to have plug-ins on both ends be 50 feet in length. The shore power panel will have a double pole breaker, polarity indicator, and five (5) single pole circuit breakers.
- 120VAC power shall be distributed, via separate circuit, to:
  - Battery charger/maintainer
  - Three (3) GFCI receptacles.

#### **Exterior Lighting: All exterior lighting and navigation lights are required to be LED.**

- Navigation lights of the standard for a marine vessel of size and duty per the USCG rules.
  - Two (2) lights mounted on aft of house to illuminate the aft deck
  - Two (2) lights mounted on mast or top of house to illuminate port and starboard.
  - One (1) remote spot/flood light on top of pilothouse (400,000) candle power or better.
  - One (1) each Revolving or Flashing Blue lights 8" high power 12VDC.
  - All lights to have Pilot House control.

#### **Interior lighting: All interior lighting is required to be LED.**

- Adequate lighting for pilot house and head with red/white lights.
- Each bunk area to have reading light.

### **Electronics:**

- All electronics to be 12 VDC with a separate and dedicated distribution panel on bridge and each item to have separate circuit/breaker panel lighted for nighttime operations. Proposal should include cost to install the following items.
  - Radar: Garmin GMR Fantom 24
  - VHF: One Garmin VHF 215 AIS
  - GPS: Dual Garmin GPSMAP8612 with a 3<sup>rd</sup> screen on passenger side built into dashboard.
  - Hailer: builder recommended and supplied.
  - Compass: electronic and standard magnetic
  - Horn: electric
  - VHF/Police Radio: Icom 7510 (owner supplied)
- All switches on the vessel to be clearly marked with professional style labels.

### **Miscellaneous equipment:**

- 12 VDC Windshield wipers port and starboard.
- Two (2) Spare 12v outlets in bridge area (lighter type).
- Adequate wire ways/through hull for future installations.
- Two (2) window fans for forward looking windows area.
- Installed power inverter 12v to 120v with outlet in galley area (this unit for operation of small AC devices such as charging portable radios, computers, and camera batteries minimum 1000W).

### **5.01D Accommodations:**

- The accommodation of this vessel shall comfortably accommodate the needs of two people minimum while on patrol for 2-7 days.
- Painted surfaces to be discussed at prebuild meeting.

### **Pilot House:**

- Starboard forward helm to have all controls.
- Radios and certain electronics can be mounted on the overhead.

- Two heavy-duty mechanical shock mitigating type chair mounted with foot rests to be operated from a standing or sitting position. (1 per side)
- Storage space for charts and books.
- Non-slip tape or paint on top of wheelhouse.

#### **Minimum Berthing Areas:**

- Sleeping area must be able to accommodate 2 personnel with privacy curtains.
- Stowage areas, deck boxes outside and adequate space utilization on the inside to maximize the use of dead space.

#### **Marine Head:**

- Affixed toilet inside compartment on aft starboard side.
- Mounted shatterproof mirror on inside of door.

#### **Galley:**

- Stowage Cabinets.
- Sink.
- 12 VDC refrigerator (not freezer).
- Stove with minimum two-burner cooktop with oven, fueled by propane with 1-2.5 gal fuel tank.
- Countertop work surface.
- Table and seating for a minimum of two persons.

#### **5.01E Safety Equipment:**

- Offshore Flare kit. USCG Approved.
- For all items that are owner provided storage space is to be provided on the vessel.
- Life Ring with line and bracket with floating strobe light.
- Smoke alarms to be in any man size compartment of vessel and berthing area to have carbon monoxide (CO) detectors.
- Portable fire extinguishers to be mounted throughout the vessel in accordance with USCG rules.

#### **5.01F Windows and doors:**

- All windows are to be sized and positioned to allow for maximum visibility from all positions in the pilothouse. Forward slant on 2-window front of cabin. Slider Doors forward by helm station on both port and starboard sides. Main to back deck aft of cabin. All doors are to

have latches to secure in the open position and be secured by a lock when closed.

- Windows shall be high quality marine grade aluminum, extruded frame, bolt in, and shall be fully watertight. Sea Glaze aluminum frame. The State will witness a high-pressure hose test on all windows during sea trials. Leaking windows shall be fully removed and replaced with new windows. Selected side windows in Pilothouse and accommodation areas to have the ability to be opened and locked in both the open and closed position.
- Egress hatch from berthing area

#### **5.01G Miscellaneous items:**

- 4-6 Recessed D-ring tie downs on sides of back deck for securing gear.
- Fabricated outboard bracket (Swim step) with hatches for maintenance and a dive ladder.

#### **5.01H Deck equipment/Exterior:**

##### **Anchor/Anchor winch/Anchor locker:**

- Electric winch for anchor and chain, with foot switch control at anchor station and remote control at the helm.
- Anchor locker in in bow with the hinges aft or to the side to allow line to deploy easier and windlass.
- Bruce/Claw style galvanized anchor of appropriate size for vessel.
- Minimum of 25' of galvanized 3/16" chain and 300' of ½" double braided nylon line.

##### **Pot Puller/Davit:**

- Electrodyne model# ELD-ED750012XHD pot puller mounted on the port side aft of the cabin.
- Pot puller davit against house on port side, aft deck.
- Quick connect/disconnect for 12V system.

##### **Railings:**

- Handrail system at the bow to allow personnel to have a hand hold during the deployment of the anchor or boarding vessels. Also handrails at front of house. Hand rails should be painted or coated with non-reflective paint.

##### **Deck Hatches:**

- Any deck hatches are to be of such size and shape that allow for easy access to the space. All hatches to have gutters to allow water to drain away from the opening.

- Aft storage spaces are to be of sufficient size and shape to make best use of space.
- Stowage areas, deck boxes outside and adequate space utilization on the inside to maximize the use of dead space.

**Mooring and Fender equipment:**

- Six each cast aluminum 10" cleats to be positioned in pairs running fore to aft at equal distance on both sides.
- Aft towing bit such as a Samson post towing bit.

**Trailer;**

- One three axel trailer, galvanized steel or aluminum, sufficient for vessel weight fully loaded for long highway tows.

**5.01I Paint, Prep and Markings:**

- Paint Scheme, where applied, to match existing vessels (samples to be provided by the state).
- All exterior walking/work and top of pilot house surfaces to have non-skid material.
- The State will provide a vendor for all decals. Decals to be applied to house and hull by the builder.
- It is not intended that the house or the hull to have any paint on it, other than the deck non-skid areas.
- Bottom of vessel will be painted with anti-fouling paint.

**5.01J Manuals and Documentation:**

- Contractor shall supply a complete set of all documents, instructions, provided by the manufacturers of the installed equipment and machinery.
- Contractor shall supply a complete set of all drawing and schematics used during the construction of the vessel, upgraded to "As-built" status, including all electrical and piping systems and the written results of the simplified stability test.
- Contractor shall supply: Any information regarding trials and tests of the vessels and its systems to be provided to the owner.

**5.01K Sea Trials:**

- Extensive Sea trials to be accomplished starting with 1-3 day system checks dockside and day/night sea trials.

### **5.01L PROOF OF CONTRACTOR QUALIFICATION:**

The Department requires that the Contractor be qualified to provide the services in the Contract. "Qualified" in this instance means that the Contractor has significant experience fabricating aluminum vessels of 33-35 feet. The Contractor must be able to demonstrate more than five years of experience in aluminum vessel fabrication and must provide welding qualifications for the persons welding the vessel. The Contractor must also have a suitable fabrication facility that is both sheltered and heated. The Department will require the apparent best proposing firm to provide proof of these qualifications in their proposal. Failure to provide adequate proof of these qualifications will result in disqualification of the subject offer and the proposal evaluation process will begin again with the next highest ranked offering firm.

### **5.01M QUALITY OF VESSEL DESIGN:**

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

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

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

The State will require that prior to fabrication the following drawings are to be submitted for approval:

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

Minimum drawing size is 11"x 17".

#### **5.01N QUALITY OF FABRICATION AND INSTALLATION:**

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

#### **5.01O QUALITY OF EQUIPMENT AND COMPONENTS:**

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



## NOTICE OF INTENT TO AWARD A CONTRACT



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

**THIS IS NOT AN ORDER**

**DATE ISSUED:**

**RFP NO.:**

**RFP DEADLINE:**

**RFP SUBJECT:**

**CONTRACTING OFFICER:**

**SIGNATURE:** \_\_\_\_\_

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

Offerors	Responsive	Total Score	Most Advantageous

**LEGEND:**

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