

# STATE OF ALASKA REQUEST FOR PROPOSALS



## RFP 2025-1000-0206 MEDIUM CLASS VESSEL FABRICATION

ISSUED DECEMBER 20, 2024

THE PURPOSE OF THIS RFP IS TO PROVIDE THE STATE WITH A NEW MULTI-PURPOSE MEDIUM CLASS VESSEL FOR THE DEPARTMENT OF NATURAL RESOURCES IN KODIAK, ALASKA.

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ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES  
SUPPORT SERVICES DIVISION

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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 ADDENDUMS. 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 Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR) is soliciting proposals for the fabrication of a new 33 ft. X 10.5 ft. multi-purpose vessel for delivery to Kodiak, Alaska; a more detailed description including scope of work is to be provided in Section 3 Scope of Work & Contract Information.

### SEC. 1.02 BUDGET

The Department of Natural Resources, Division of Parks and Outdoor Recreation estimates a budget of no more than **\$750,000.00** dollars for completion of this project. Proposals priced at more than **\$750,000.00** 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 **2:00 PM** Alaska Time on **January 17, 2025**, as indicated by postmark or email timestamp and late proposals will not be considered.

### SEC. 1.04 PRIOR EXPERIENCE AND MINIMUM REQUIREMENTS

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

- The offeror must demonstrate they have a minimum of five years of experience in aluminum vessel fabrication.
- The offeror must demonstrate that they have successfully completed a minimum of five vessels of similar design.
- The offeror must provide a project summary of the last two similarly completed projects. The project summary must include original proposed budget and final completed budget, original proposed completion date and final completion date, and include pictures of the vessels.
- The offeror must demonstrate the vessel can be fully designed, engineered, and modeled in 3D.
- The offeror must provide welding qualifications for the persons welding the vessel.
- The offeror must have a suitable fabrication facility that is both sheltered and heated.

Offerors must detail in their proposal how they meet the prior experience and minimum requirements above. Offerors that fail to identify in their proposals how they meet the prior experience, and minimum requirements will be deemed non-responsive.

### 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 10 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 addendum to the RFP. The Procurement Officer will make that decision.

Deadline to receive questions is **January 03, 2025**, by **2:00 PM** Alaska Time.

PROCUREMENT OFFICER: **TAMRA M. CZERNY**; PHONE 1 (907) 269-8665; TDD 711 (Alaska Relay); EMAIL: [tamra.czerny@alaska.gov](mailto:tamra.czerny@alaska.gov).

### SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to [tamra.czerny@alaska.gov](mailto:tamra.czerny@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 ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the Procurement Officer in a sealed package. The cost proposal included in the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources  
Support Services Division  
Attention: [TAMRA M. CZERNY](#)  
Request for Proposal (RFP) Number: 2025-1000-0206  
RFP Title: Medium Class Vessel Fabrication  
550 West 7<sup>th</sup> Avenue, Suite 1330  
Anchorage, Alaska 99501

It is the offeror's responsibility to contact the issuing agency at **1 (907) 269-8665** to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

### **SEC. 1.08 ENROLLMENT IN IRIS**

Offerors will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to the award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov>. Offerors who are not enrolled prior to the award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

### **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 10 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 ADDENDUMS TO THE RFP**

If an addendum is issued before the deadline for receipt of proposals, the addendum will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the addendum 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 addendum will be issued. The addendum 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. 1.12 RFP SCHEDULE**

ACTIVITY	TIME	DATE
Issue Date / RFP Released		December 20, 2024
Deadline for Receipt of Questions	2:00 PM	January 03, 2025
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	January 17, 2025
<b>ANTICIPATED</b> Proposal Evaluations Complete		<b>Week of</b> January 27, 2025
<b>ANTICIPATED</b> Notice of Intent to Award		<b>Week of</b> January 27, 2025
<b>ANTICIPATED</b> Contract Issued		<b>Week of</b> February 10, 2025

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 Natural Resources, 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 PRE-PROPOSAL CONFERENCE/TELECONFERENCE**

Not applicable for this RFP.

**SEC. 1.14 ALTERNATE PROPOSALS**

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

**SEC. 1.15 NEWS RELEASES**

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

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## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

#### **Operational Area: Shuyak, Afognak, and Kodiak Islands (Gulf of Alaska)**

Alaska State Parks relies on ocean going vessels in the Kodiak area to manage Shuyak Island State Park, Afognak Island State Park, and Woody Island State Recreation site. The State has determined the requirement of a newly constructed vessel approximately 33ft in length with a walk-through cabin and beach landing door, with reasonably shallow draft designed for this dynamic environment made of marine grade aluminum would best suit the needs of the division. The marine grade aluminum design was chosen because it produces the best balance of required power, fuel and maintenance efficiency, sea worthiness, and speed needed.

A normal crew will consist of two persons, but the vessel may be occasionally operated alone. The vessel must be comfortable for a crew of 2-3 to stay on the boat for several nights but must have seating for a total of six persons, which will be required when transporting crews to or from Shuyak or Afognak Islands. This vessel must be sufficiently capable of carrying a variety of materials, supplies, and equipment on deck and inside the cabin. 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.

The vessel will be used for a multitude of missions, including by law enforcement rangers for resource protection and public safety, transporting trail crews for resource management, and maintenance repairing public use cabins and other facilities. This vessel will be the primary transportation method for Alaska State Parks staff to reach Shuyak Island State Park and Afognak Island State Park where 8 public use cabins, numerous trail heads, remote camp locations, and a remote ranger station will be accessed by beach landing.

This RFP sets forth the design and performance specifications for the vessel. The State desires to purchase a newly constructed, high-quality vessel with sea-keeping abilities required for work in Gulf of Alaska and Shelikof Strait waters. The vessel must be delivered to Kodiak, Alaska.

“The State has attempted to specify to the best of ability performance, construction, machinery, and systems necessary, but these specifications shall be considered minimum rather than comprehensive and may include omissions, errors, or components that are in conflict with one another or in conflict with the overall design. The builder shall identify any components in conflict and propose alternative suitable for the overall design to meet the mission.”

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Department of Natural Resources (DNR), Division of Parks and Outdoor Recreation (DPOR) is soliciting proposals for the new construction of a high-quality seaworthy vessel required for operations. The vessel shall be built according to specifications as outlined in **Scope of Work Specifications**. The home port for the new vessel will be in Kodiak, Alaska. The vessel must pass all sea trials conducted by the State and be delivered to the home port upon completion.

### SCOPE OF WORK SPECIFICATIONS

#### Vessel Performance Standards:

The vessel and all its components shall be suitable for operation everywhere in the Kodiak Archipelago nearshore waters, and surrounding waters in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 80 degrees F° down to -10 degrees F°, water temperatures between 30 degrees F° and 55 degrees F°, wind speeds between 0 and 30 knots, and wave heights between 0 and 6 feet.

- **Hull**: Welded aluminum, shallow draft. In the general design of a mono hull semi-displacement with the ability to operate in seas up to 6ft.
- **Freeboard**: Vessel minimum freeboard is 30 inches loaded. Freeboard shall be measured from the top of the continuous watertight deck to the water, at the lowest point on the deck edge.
- **Stability**: Vessel must pass a simplified stability test, per USCG Subchapter T, for worst case load condition with the vessel operating in exposed waters. Also, vessel must have a collision bulkhead, per USCG Subchapter T, and additional watertight bulkheads, spaced so that vessel will not sink if one compartment is holed.
- **Cargo**: Vessel must be able to carry deck loads of up to 2,500 lbs.
- **Propulsion**: Vessel must have twin 300hp outboard engines with dual counter and contra-rotating propellers.
- **Speed**: Vessel must be capable of achieving 35 knots. Cruise speed to be a minimum of 28 knots.
- **Range**: Vessel must have a range of 400 nautical miles minimum.
- **Flying Bridge**: No flying bridge required.
- **Draft**: Vessel draft must not exceed 40 inches.

**Vessel Construction Standards**

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

Extra structure must be provided in areas of high stress. As appropriate for normal good ship building practices, stress relieving curves/radii and brackets must be provided in areas of high stress. Insert plates must be provided at points of stress concentration and hull penetration. Doubler plates must 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) must be incorporated into the vessel's structure to provide proper access, drainage of water, or proper functioning of tanks and systems.

Workmanship must 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 must 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 shall be cause for a partial refund to the State. Evidence of major structural deformation or cracking shall be cause for the State to terminate the contract for negligence. All internal and external spaces of the vessel must be accessible for inspection and maintenance. Inspection hatches must be waterproof, quick acting, non-plastic hatches.

All equipment installed must 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 must be minimized to only those required of specified equipment and must not be installed in the vessel structure, mechanical, or electrical systems unless the Contractor receives prior approval from the State. Non-aluminum fasteners must 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.

**Vessel Construction Specifications****Hull Specifications:**

- Length Overall (including outboards and anchor roller).....TBD
- Hull Length.....33'
- External Beam.....10.5'
- Hull deadrise at transom.....17 degrees
- Engine drive type.....Twin Outboards mounted on offshore bracket
- Engine horse power Twin 300HP Contra-Rotating Dual Propeller (Suzuki 300BMD or State approved equivalent).
- Fuel capacity.....Approximately 400 Gallons
- Bottom plating.....1/4" 5086 Aluminum
- Side plating.....3/16" 5086 Aluminum
- Cabin material.....1/8" & 5/32" 5052 Aluminum
- Bulkhead and longitudinal material.....3/16" 5052 & 6061 Aluminum
- Keel material.....1/2"x4" interior – 3/4"x 1" exterior flat bar
- Fuel tank material.....1/4" 5052 Aluminum
- Hull watertight voids.....4+ separate voids for maximum safety
- Collision bulkhead.....water tight for collision safety
- Bow towing eye.....Bow integrated with stainless steel bushing
- Gunnel width round cabin.....6"

**Cabin Features:****Layout**

- Full width walk-thru cabin with forward drop-down bow.
- Cabin to be 13 feet long at minimum.
- Cabin to be built out to 6-inch-wide gunnels for a full-width cabin.
- Main cabin interior layout to include two suspension helm seats, one port and one starboard.
- Starboard side helm seat with vessel controls, electronics, and electrical panels.
- Starboard aft corner to have enclosed head space with exterior access.
- Starboard side to have galley that is minimum 64" long with cooktop, refrigerator, sink, and storage.
- Port side passenger helm seat with open face glove box in dash included.
- Port side dinette with U-shaped bench seating and drop-down table.
- Finished below cabin bunk and storage area with two sleeping platforms and a light.
- Below cabin bunk area accessed through open face under dinette forward seat.
- Mechanical / electrical space below deck under forward main cabin deck with lift out access hatch.

**Seating:**

- Main Helm and passenger companion seat to be helm bucket seats with arm rest; slide mechanism and mechanical suspension base.
- Main helm seat to have storage space below seat in seat pedestal box with two drawer storage.
- Companion helm seat to have built in storage space below seat in pedestal box with cabinet door over storage.
- Helm seats to have built-in footrests.
- Bench seats to have storage in seat boxes with lift-out tops.
- Bench seats to have Nomar upholstered 3” bottom and 2” backrest cushions.
- Bench seats built high so that passengers can easily see out windows while seated.

**Dinette:**

- Dinette to be U-shaped bench seating on port side with a table in center that drops down into a bunk.
- Foot rest area to be raised with open faced storage underneath.
- Table to be solid surface with sea rails and corner clean outs.
- Table makes down into bunk and includes filler cushion.

**Galley:**

- Galley to be approx. 64” long along starboard side of cabin between helm and head.
- Diesel fired cook top with pot holders and blower lid attachment.
- Refrigerator included and installed under countertop.
- Microwave oven installed built in under countertop.
- Single SS sink installed under mounted under countertop with hot/cold water faucet.
- Door mounted trashcan under sink.
- Storage under sink with cabinet door with trash can in storage area.
- 4 drawer cabinet installed between sink and cooktop.
- SS paper towel holder mounted in galley.
- Galley countertop to be solid surface with raised sea-rails with corner clean outs.

**Head:**

- Headspace to be a 42” long x 30” wide enclosure with exterior access door.
- Head to have sliding window on outside wall.
- 12 volt flushing marine full-size head with 10-gallon black water holding tank with gravity discharge valve.
- BW toilet paper holder, 1 grab handle, and 4 coat hooks.
- Exterior aluminum head door to include locking latch keyed alike to main cabin doors.

**Doors and Windows:**

- Aluminum framed marine windows included:
  - ❖ Two forward facing windows.
  - ❖ Two triangle windows next to front cabin door inset.
  - ❖ Two starboard side windows – one slider next to helm seat, one fixed window above galley.
  - ❖ Two port side cabin windows – one slider next to forward helm seat, one large fixed next to dinette.
  - ❖ One aft wall slider window on the port side of aft cabin wall above dinette.
  - ❖ One aft wall slider window on starboard side in head.
- One hinged aluminum insulated cabin forward door minimum opening 26”.
- One hinged aluminum insulated cabin aft door minimum opening 30”.
- Cabin forward and aft entrance doors to have  $\frac{3}{4}$  height aluminum framed windows and have hooks to latch open.
- One hinged aluminum insulated head door with no window.
- Doors must have locks and are to be keyed alike.

**Interior Details:**

- Cabin to be 6’5” interior finished height.
- Cabin to have under cabin storage / bunk space access.
- Cabin to have mechanical/storage room access lift out hatch in cabin floor for batteries, heater, etc. access.
- Cabin interior to be Zolatone painted (State selected color).
- Cabin upper walls to have hull liner interior carpet.
- Cabin interior overhead to be insulated with 1½ inch foam panels and covered with a white fiberglass paneling (FRP) with composite trim strips.
- (8) Coat hooks included, 4 in the cabin and 4 in the head.
- (4) SS grab handles included.
- (2) Cup holders included, one at each helm.

**Deck and Exterior Layout:****Aft Deck Features:**

- Self-bailing decks aft of cabin draining to stern with scuppers out transom.
- Exterior decks to be aluminum plate with non-skid black epoxy paint.
- Deck space aft of cabin to be approximately 11 feet long.
- Transom area of boat to be traditional transom with external outboard bracket/pod for twin outboards with side swim steps and walk bridge between swim steps with outboard rigging under bridge.
- Welded aluminum motor cage to surround outboard motors.

- Cabin to have a 36-inch back wall overhang.
- 1 inch aluminum pipe railings approximately 9 inches tall running from bow bulwarks to stern.
- Port side transom door.
- Port side stern door.
- Under gunnel shelves on both sides of aft deck.
- Transom centered storage cabinet with aluminum locking storage doors. Bottom space sized to hold and secure a 2K portable generator with power hook up and vents. Top storage for tools.
- Fixed welded aluminum pipe ladder from back deck to roof.
- Mount location for 6HP outboard (State provided) for raft.

**Forward Deck Features:**

- Exterior decks to be aluminum plate with non-skid black epoxy paint.
- Beach landing bow door included with 26" opening and locking latches.
- Bow door to have built in ramp style finish with grip bars.
- Deck space forward of cabin to be approximately 4 feet long with 3 ½ foot long anchor locker forward.
- Self-bailing bow deck with double scuppers out front deck sides.
- 9" tall, tapered bulwarks at bow.
- Welded hawser holes in bulwarks for tie up lines.
- Anchor winch and anchor pulpit on port side bow box.

**Rooftop Features:**

- Roof top antennae platform included.
- Fold down radar tree mounted on rooftop platform.
- ¾" pipe rails installed on both cabin roof sides for rooftop tie downs.
- 600# capacity hydraulic deck crane mounted on top of cabin roof. Crane support pedestal to be integrated into port side aft helm station. Crane to be aluminum and stainless-steel construction with 9-foot reach and two function hydraulic systems controlling the lifting and winch.
- Clip-on electric pot puller compatible with crane use.
- 9'5" Aluminum Deck Inflatable raft (Kachemak 290) with outboard mountable transom.
- Raft lifting sling and tie downs included.
- Life raft (6 person) (Viking RescYou Coastal or State approved equivalent) installed in cradle.

**Exterior Details:**

- Six (6) welded 10” aluminum cleats - 3 per side.
- Aft corners of transom to have heavy duty fabricated bollard posts with cross bar for towing off stern corners or using as docking tie off cleat.
- Bracket at transom for bolt-on zinc. 6”x12” zinc included.
- ¾” x 1” aluminum flat bar welded full length of keel for added wear protection.
- All below deck inspection ports to be stainless steel style inspection plates for visual inspection and wet vac removal of condensation during inspections. All separated water tight voids will either have man hole sized access if there is space in the voids to get a person into, or the SS inspection and maintenance screw out plates for voids that a person cannot physically fit into. There will be no plastic deck hatches.

**Included Features:****Decals/Graphics:**

- Installation of state provided decals.
- Three vessel names and home port included.
- Two State selected colors.

**Cabin Heater:**

- Forced air diesel fired cabin heater with ducting to forward windows, main cabin, head, and under deck storage.
- Digital thermostat
- Ducting to forward windows, v-berth, head, and main cabin.
- Duct outlets to be closeable for zone heat control.
- Heat ducts to be insulated ducting.
- One (1) 120-volt electric SS cabin heater included.
- 120-volt heater to include built in thermostat controls.
- 120-volt heater to function on either generator or shore power input power for either supplemental or back up heat as well as constant regulated heat when on shore power in cold temps.
- 25-gallon diesel tank for heater and cook top with exterior fill port.
- Includes fuel gauge at helm.
- Racor filter for diesel system.

**Anchor Gear:**

- EZ-5 Anchor Drum style anchor winch system with anchor, line, chain, and installation included.
- Interior wired and exterior wireless controls included.
- Aluminum anchor guide with plastic anchor roller installed on bow at port side.

- 400' 5/16" Spectra line
- 100' ½" Samson strong
- 50' 5/16" Galvanized chain
- Lewmar 33lb. Anchor

**Electrical:****General:**

- Electrical components by Blue Seas Company.
- All marine grade wire and connectors with heat shrink tubing and connectors used throughout.
- All terminations and switches appropriately marked.
- Boat provided with digital electrical one-line diagram with circuits and overcurrent protection labeled on diagram.

**Battery System:**

- (8) 12-volt Optima Yellow top sealed cell AGM 31 group (2 start bank / 6 house bank).
- Dual circuit battery switching and charging relay distribution for two bank system.

**Breaker Panels:**

- Blue Seas custom 360 panel with 12 space 12-volt DC breaker panel.
- Sub panel fuse blocks for individual overcurrent protection of all electronics, accessory, and lighting circuits.
- Voltage meter for each battery bank with selector switch.

**Shore Power/Inverter/Charging System:**

- Blue Seas 360 custom panel 120-volt AC power distribution panel.
- Source selector main breakers on AC panel for incoming shore or generator AC power.
- Voltage meter and main disconnect breaker for AC panel.
- Blue Seas 360 ELCI panel for shore power inlet protection.
- 30-amp 120-volt isolation transformer included for Shore power input system.
- 2000-watt ProMariner Pure Sine inverter with automatic shore power transfer switch.
- 60-amp ProMariner battery charger with dual outputs for two bank charging of house and start banks.
- Battery charging is automated and supplied by either shore or generator input power.
- 30 amp/120-volt shore power inlet.
- 30-amp 50-foot shore power molded cord included.
- Shore power cord dedicated storage in base of aft control console.

**Lights:**

- LED Navigation lights.
- LED Anchor lights.
- LED Deck flood light x 2 (one for forward deck and one for aft deck).
- LED Cabin interior and head lighting (8 lights total) (red/white lights @ helms and above dinette/galley area).
- LED light bar in mechanical room.
- Two Led light bars in storage / bunk room.
- One remote controlled Spot Light on cabin roof top forward with minimum 400,000 candlepower.

**Electrical Components:**

- Three 12-volt USB/USB-C outlets (one at each helm and one at galley).
- Three 120-volt electric outlets in cabin supplied by either inverter, generator, or shore power supply (one at galley, one at dinette, one at the helm) (GFCI outlet at galley).
- One deck mounted 120-volt electric outlet at aft console in weatherproof enclosure.
- Two circulation fans at forward windows.
- Two electric, self-parking and intermittent windshield wipers with wiper control at helm.
- 12-volt horn.

**Electronics Package:**

- Two (2) GPSMAP 8612 with Navionics + 12" LCD and installed flush in the main helm
- One (1) GPSMAP 8610 with Navionics + 10" LCD and installed flush in the passenger helm.
- Garmin Transducer installed external of transom (or State approved equivalent).
- Garmin Fantom 24 HD radar (or State approved equivalent).
- Garmin 215 VHF/ AIS radio (or State approved equivalent).
- Garmin AIS 800 Transceiver with switch to turn off transmission (or State approved equivalent).
- Garmin GPS 24XD Antennae (or State approved equivalent).
- Shakespeare 8' VHF ant with wire and SS ratchet mount (or State approved equivalent).
- Standard Horizon 3000 hailer and PA system included with loud hailer speaker on roof and deck speaker for PA – (or State approved equivalent).
- Agency Motorola radio and supporting antennae (**State supplied- builder installed**).
- Starlink mobile internet hardware (**State supplied- builder installed**).
- SIONYX C012800 Nightwave Marine Night Vision Camera ( **State supplied- builder installed**).
- Necessary cables, connectors, and accessories to complete networked system– builder supplied.

**Mechanical/Fuel/Plumbing:****Fuel System:**

- One 400-gallon gasoline tank installed below deck.
- Fuel tank sanded and coated with a protective epoxy coating to minimize corrosion.
- USCG approved fuel lines through-out.
- Racor water/fuel separator filter for each engine.
- Fuel tank level sender and gauge for both diesel and gasoline tanks.

**Fresh Water System:**

- Two (2) 25-gallon plastic fresh water tanks.
- 2.9 gpm Johnson fresh water pressure pump with automatic shut of switch.
- Hot/Cold water faucet at galley sink.
- All fresh water system hot and cold supply lines and plumbing to be insulated with pipe foam wrap
- Fresh water system to have 3-way winterization valve for quick and easy purging of system in freezing temps.
- Fresh water tanks to have fluid level senders with dual gauge at galley backsplash.

**Pumps:**

- Johnson 5.2 gpm wash-down self-priming pump for regular salt water wash down with automatic pressure shut off switch.
- Wash down pump on/off switch at breaker panel.
- Saltwater washdown outlet with spigot valve, coiled 25-foot hose and spray nozzle.
- Salt water wash down plumbing system to have 3-way winterization bypass valve for quick and easy purging of system in freezing temps.
- Two (2) 2000 gph automatic bilge pumps below deck in cabin systems void area and generator aft compartment.
- Bilge pumps to have auto / on / off control panels with indicator lights when running.
- Bilge pumps and all other thru-hulls must be welded aluminum thru hulls.

**Miscellaneous Mechanical:**

- High water alarm included in mechanical room and bunk/storage area.

**Propulsion/Steering:****Outboards:**

- Complete installation of twin (2) 300 HP dual counter and contra-rotating prop integrated steering outboards (Black Suzuki 300BMD's or State approved equivalent) with dual station electronic controls.

- Outboards to be 30" shaft with dual prop counter rotating lower units.
- 7" Suzuki digital display for engines at helms.
- Suzuki SPC2 electronic engine controls, harnesses, and adapters for interior controls.
- 3 blade SS props included.

**Other:**

- Bow thruster with controls at forward and aft helm stations.
- Lenco 12" SS 12-volt trim tabs included with control installed on dash with LED tab level indicator.
- Jack plates to accommodate shallow water operations, improve performance, and efficiency.

**Steering Control System:**

- Joystick system NOT required.
- 13" steel steering wheel with quick steer knob at main helm.
- 11" steel steering wheel at aft helm.

**Miscellaneous:****Safety/Boat Gear:**

- First aid kit, flare kit.
- Smoke alarm & CO2 detector.
- 2 fire extinguishers, one in cabin, one on deck.
- 20" hard plastic throw ring with mounting location on head door.
- 3 black G6 dock buoys with tag lines included.
- 3 black dock lines 5/8" x 25' long included.
- Storage space location for 6 survival suits (**State provided suits**).
- Installation of ACR EPIRB (**State provided**).

**Delivery/Inclusions:**

- All necessary documentation and manuals provided.
- All vessel specific and manufactured equipment documentation and manuals provided and organized in file box.
- Stability test procedure and test performed by registered Naval Engineer (Coastwise Corp, Alaska) included with stability report booklet provided with delivery of vessel. Stability test procedure to include rated passenger and cargo capabilities of vessel for intended operating area.
- Vessel drawings and as-built schematics supplied in file box and digital format.
- Vessel sea trial report supplied in file box and digital format.
- Harbor moorage for one week during sea trials included.

- Sea trials fuel included.
- Black anti fouling bottom paint included.
- Boat sea trialed with State representatives at agreed upon location. Duration shall be determined by State representatives, up to three days, including overnight on vessel.
- Boat trailer not required.
- Vessel delivered to Kodiak, Alaska.

### **SEC. 3.02 PROOF OF QUALIFICATION**

The State requires that the offeror be qualified to provide the services in the solicitation. "Qualified" in this instance means that the offeror has significant experience fabricating aluminum vessels of thirty-three feet. The offeror 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 also have a suitable fabrication facility that is both sheltered and heated. The State shall 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.

### **SEC. 3.03 QUALITY OF VESSEL DESIGN**

The State requires that the vessel design be of 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 offeror 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 all offerors submit a complete vessel design with their proposal. The design submitted by each offeror 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) Hydraulic piping schematics.
- 3) Heating system piping and ducting.
- 4) Console layout (bridge).

**Minimum drawing size is 11"X17".**

### **SEC. 3.04 QUALITY OF FABRICATION AND INSTALLATION**

The State requires that this vessel be a high-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.

### **SEC. 3.05 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 State.

### **SEC. 3.06 CONTRACT TERM AND WORK SCHEDULE**

The length of the contract will be from the date of award, approximately February 10, 2025, until completion at the construction facility and underway or shipped to the delivery location in Kodiak, Alaska no later than 18 months after the date of award, approximately July 31, 2026. Offerors are advised that the State considers the above construction/delivery schedule adaptable within justifiable reason due to the current demand. Any estimation by the offeror of a delivery date beyond July 31, 2026, must be clearly identified in the proposal with justification and be mutually accepted by the State and the offeror.

The Contractor shall complete construction of the vessel with appropriate inspections done by State representatives at various completion phases of construction.

The Contractor shall deliver the vessel in the water for sea trials and initial acceptance at agreed upon location.

Sea trials and final acceptance of the vessel shall be completed 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. 3.07 DELIVERABLES**

The Contractor will be required to provide the following deliverables:

- A. One completed vessel underway to Kodiak, Alaska after meeting the specifications in **Section 3 Scope of Work Specifications**, to include the passing of all sea trials.

### **SEC. 3.08 CONTRACT TYPE**

The contract is a firm, fixed-priced contract.

### **SEC. 3.09 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 the invoice has been approved by the Project Manager.

### **SEC. 3.10 PROMPT PAYMENT FOR STATE PURCHASES**

Not applicable for this RFP.

### **SEC. 3.11 CONTRACT PAYMENT**

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources 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 federal, state, or local taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000.00 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. 3.12 CONTRACT PRICE ADJUSTMENTS**

Not applicable for this RFP.

**SEC. 3.13 LOCATION OF WORK**

The location(s) 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. Travel will not be required.

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

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

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

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

**SEC. 3.14 THIRD-PARTY SERVICE PROVIDERS**

Not applicable for this RFP.

**SEC. 3.15 SUBCONTRACTORS**

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

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, or will hold a valid Alaska business license at time of award;

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

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Project Manager.

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

### **SEC. 3.16 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 3.17 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. 3.18 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. 3.19 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 Manager or Procurement Officer. Changes that are not approved by the State may be grounds for the State to terminate the contract.

### **SEC. 3.20 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 Manager. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The Project Manager 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.

The 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. 3.21 LIQUIDATED DAMAGES**

Not applicable for this RFP.

**SEC. 3.22 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 Manager 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 Natural Resources or the Commissioner's designee.

**SEC. 3.23 NONDISCLOSURE AND CONFIDENTIALITY**

The 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 federal or state 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. 3.24 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. 3.25 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 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 \$300,000.00 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 \$300,000.00 combined single limit per claim.

### SEC. 3.26 TERMINATION FOR DEFAULT

- a. If the Project Manager or Procurement Officer determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all the remaining work.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel.

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.

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 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 an organizational chart specific to 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 State requires that the offeror be qualified to provide the services in the contract. "Qualified" in this instance means that the offeror has significant experience fabricating aluminum vessels of a least twenty-eight (28) feet. The offeror must be able to demonstrate a minimum of five years of experience in aluminum vessel fabrication and provide welding qualifications for the persons welding the vessel. **SEC. 1.04 Prior Experience and Minimum Requirements** must be included in this section.

The offeror must provide a project summary of the last two similarly completed projects. The project summary must include original proposed budget and final completed budget, original proposed completion date and final completion date, and include pictures of the 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,
- resume,
- location(s) where work will be performed,

Offerors must provide reference names and phone numbers for the last two similarly completed projects.

**SEC. 4.04 CONSTRUCTION DESIGN PLAN**

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

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

**Mission Suitability:**

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

**Structure and Machinery:**

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

**Project Timeline Must Include:**

- A. First draft review date.
- B. Submission of final report.
- C. Date range for sea trials.

**SEC. 4.05 COST PROPOSAL**

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

**SEC. 4.06 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT**

Not applicable for this RFP.

**SEC. 4.07 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.**

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## 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 PEC 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 5.06 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.

**SEC. 5.03 SCORING METHOD AND CALCULATION**

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria and percentage values set out in Section 5. Each percentage value will equal one point, with the total maximum points awarded, per PEC member, for all evaluation sections not to exceed 100 points. Using only whole numbers, PEC members will start with a median score for each evaluation 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.

**SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (25%)**

Proposals will be evaluated against the questions set out below:

**1) Questions regarding the personnel:**

- a) To what extent do the individuals assigned to the project have experience on similar projects?
- b) To what extent does the offeror's project summary demonstrate the ability to complete a project on time and within budget and demonstrate workmanship as required for this project?
- c) How extensive is the applicable experience and qualifications of the personnel designated to work on the project?

**SEC. 5.05 CONSTRUCTION DESIGN PLAN (25%)**

Proposals will be evaluated against the questions set out below:

- 1) To what extent has the offeror provided a construction design plan that follows the specifications and layout described in, with significant phase completion dates?
- 2) To what extent has the offeror provided general arrangements, profile, and structural drawings of the vessel that accurately conveys the vessel's size, shape, function, and layout?
- 3) To what extent has the offeror incorporated in the design all the specifications described in Section 3 SCOPE OF WORK: Vessel Specifications - Vessel Performance Standard?
- 4) To what extent has the offeror included in the design all the electrical and electronic components described in Section 3 SCOPE OF WORK: Vessel Specifications – Hull Specifications?

- 5) To what extent has the offeror incorporated in the design all the accommodation requirements described in Section 3 SCOPE OF WORK: Vessel Specifications – Cabin Features?
- 6) To what extent has the offeror incorporated in the design all the safety requirements described in Section 3 SCOPE OF WORK: Vessel Specifications – Deck and Exterior?
- 7) To what extent has the offeror incorporated in the design all the window and door requirements described in Section 3 SCOPE OF WORK: Vessel Specifications – Included Features?
- 8) To what extent has the offeror incorporated in the design all the operational systems specifications described in Section 3 SCOPE OF WORK: Vessel Specifications – Electrical?
- 9) To what extent has the offeror incorporated in the design all the mechanical specifications described in Section 3 SCOPE OF WORK: Vessel Specifications – Mechanical/Fuel/Plumbing?
- 10) To what extent has the offeror incorporated in the design all the miscellaneous described in Section 3 SCOPE OF WORK: Vessel Specifications – Propulsion/Steering?
- 11) To what extent has the offeror incorporated in the design all the miscellaneous described in Section 3 SCOPE OF WORK: Vessel Specifications – Miscellaneous?
- 12) To what extent has the offeror included in the proposal the required guarantees, equipment booklets, and operator handbooks?
- 13) To what extent does the construction plan give the State the best possible understanding of how the offeror proposes to construct the vessel and what components shall be used?
- 14) To what extent did the offeror provide pictures of similar produced vessels by the offeror?

#### **SEC. 5.06 CONTRACT COST (40%)**

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:

*(Price of Lowest Cost Proposal x Maximum Points for Cost) ÷ (Cost of Each Offeror's 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	\$40,000.00
Offeror #2	\$42,750.00
Offeror #3	\$47,500.00

**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 \$40,000.00, receives the maximum number of points allocated to cost, 40 points.

**Offeror #2 receives 37.43 points.**

$\$40,000.00$  lowest cost x 40 maximum points for cost =  $1,600,000 \div \$42,750.00$  cost of Offeror #2's proposal = **37.43**

**Offeror #3 receives 33.68 points.**

$\$40,000.00$  lowest cost x 40 maximum points for cost =  $1,600,000 \div \$47,500.00$  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 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 proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

**Step 3**

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

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

**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 Manager 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 addendum will be issued. The addendum 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 occur, they will be held via teleconference and the Procurement Officer will provide a teleconference number.

**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 10 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 10 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)
- Alaska Military Skills Program Preference – AS 36.30.321(l)

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 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 or Alaska Military Skills Program questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. 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 \$5,000.00, 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 MILITARY SKILLS PROGRAM PREFERENCE**

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000.00, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification**

In order to receive the Alaska Military Skills Program 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. 6.15 STANDARD CONTRACT PROVISIONS**

The Contractor will be required to sign the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached with the RFP for your review. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the State reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

**SEC. 6.16 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. 6.17 PROPOSAL AS PART OF THE CONTRACT**

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

**SEC. 6.18 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. 6.19 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. 6.20 RIGHT OF REJECTION**

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable federal, state, and local 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 it is not in the best interest of the State.

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

**SEC. 6.21 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. 6.22 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. 6.23 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. 6.24 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)**

The parties to a contract resulting from this RFP are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, 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 RFP, 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.

**SEC. 6.25 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. 6.26 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. 6.27 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. 6.28 SOLICITATION ADVERTISING**

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

**SEC. 6.29 FEDERALLY IMPOSED TARIFFS**

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

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

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
  - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
  - **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
  - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.00.

## SECTION 7. ATTACHMENTS

### SEC. 7.01 ATTACHMENTS

**Attachments:**

- 1) Standard Contract Form for Goods and Non-Professional Services with Appendix A General Conditions;
- 2) Certification of Entitlement to the Alaska Bidder Preference;
- 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 4) 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements;
- 5) Cost Proposal.

# ATTACHMENT 1

## STANDARD CONTRACT FORM

### Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code See Appendix D	4. Agency Appropriation Code See Appendix D
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	Hereafter the State, and	
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>Article 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>Article 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 19, governs the performance of services under this contract.</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 services to be performed by the Contractor.</p> <p><b>Article 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>Article 4. Considerations:</b></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 Authority Number or 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		

**NOTICE: This contract has no effect until it is signed by the contracting agency.**

SCF.DOC (Rev. 04/14)

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## 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 reasonable requires.

### 2. Suitable Materials, Etc.

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

### 3. Disputes

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

### 4. Default

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

### 5. No Assignment or Delegation

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

### 6. No Additional Work or Material

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

### 7. Independent Contractor

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

### 8. Payment of Taxes

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

## 9. Compliance

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

## 10. Conflicting Provisions

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

## 11. Officials Not to Benefit

The 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 30 days before the desired date of cancellation.

**16. Severability:**

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

**17. Continuing Obligation of Contractor:**

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

**18. Termination**

- a) The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b) The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel.

**19. 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 2

### CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

1. As of the deadline for receipt of the proposal, the offeror possesses a valid Alaska business license in any one of the following forms:
  - a 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
  
2. In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
  - (a) is submitting a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
  - (b) 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 bid;
  - (c) 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*
  - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

\_\_\_\_\_  
Signature of Offeror or Offeror's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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## ATTACHMENT 3

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE  
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name of Representative: \_\_\_\_\_.

Title of Representative: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Date: \_\_\_\_\_.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number \_\_\_\_\_ or the Cage Code \_\_\_\_\_.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

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## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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## ATTACHMENT 4

### 28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_\_\_ if there are workplaces on file that are not identified here.

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Print Name and Title of Authorized Representative

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Signature

Date

## ATTACHMENT 5 COST PROPOSAL FORM

Offerors must be aware this is a Request for Proposal process. Cost is only one of the factors that will be used to evaluate proposals submitted in response to this RFP. Other factors that will be evaluated are outlined in Section 5.

Offerors are to submit their cost using this Cost Proposal Form. Costs offered are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct and indirect costs, payroll, supplies, equipment, overhead, and profit. **The Total Cost shown on this form in Item #4 is the cost that will be used for evaluation and award purposes for this RFP.**

### 1. MEDIUM CLASS VESSEL FABRICATION:

ITEM	DESCRIPTION	COST
1.	<b>Up Front Material Costs</b> (including all costs necessary for the vendor to begin project).	\$ _____
2.	<b>Vessel Construction</b> (including all design, labor, materials, fabrication, project management, construction work, equipment installation, and sea trials).	\$ _____
3.	<b>Vessel Delivery to Kodiak, Alaska</b>	\$ _____
4.	<b>Total Cost</b> (sum of lines 1 thru 3).	\$ _____
5.	<b>Company Name:</b>	
	Authorized Representative's Printed Name:	
	Authorized Representative's Signature:	
	Date Bid Schedule Signed:	

**2. PREFERENCE CERTIFICATION:**

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaska Military Skills Program Preference?		
4.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
5.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

**END OF COST PROPOSAL FORM**