

ATTACHMENT #1 PROPOSAL EVALUATION FORM

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

Offeror Name: _____
 Evaluator Name: _____
 Date of Review: _____
 RFP Number: 2526H312

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.04 Experience and Qualifications—150 Points

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

a) Do the individuals assigned to the project have experience on similar projects?

NOTES: _____

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

NOTES: _____

c) How extensive is the applicable education and experience of the personnel designated to work on the project?

NOTES: _____

2) Questions regarding the firm and subcontractors (if included)

a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

NOTES: _____

b) How successful is the general history of the firm regarding timely and successful completion of projects?

NOTES: _____

c) Has the firm provided at least three (3) letters of reference from previous clients?

NOTES: _____

d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.04 : _____

SEC. 5.05 Understanding of the Project— 50 Points

Proposals will be evaluated against the questions set out below.

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

NOTES: _____

- 2) How well has the offeror demonstrated a thorough understanding of the challenges of the AMHS operating environment?

NOTES: _____

- 3) How well does the offeror show that they clearly understand the key requirements in CFR Subparts I (33 CFR 155.4010–155.4055) and J (33 CFR 155.5010–155.5075)?

NOTES: _____

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.05 : _____

SEC. 5.06 Methodology Uses for the Project— 150 Points

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

NOTES: _____

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

NOTES: _____

- 3) Does the methodology interface with the time schedule in the RFP?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.06 : _____

SEC. 5.07 Management Plan for the Project— 150 Points

Proposals will be evaluated against the questions set out below:

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

NOTES: _____

- 2) How well is accountability completely and clearly defined?

NOTES: _____

- 3) Is the organization of the project team clear?

NOTES: _____

- 4) How well does the management plan illustrate the lines of authority and communication?

NOTES: _____

- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

NOTES: _____

- 6) Does it appear that the offeror can meet the as listed in 33 C.F.R. Table 155.4030(b), Table 155.4040(c), and defined in 33 C.F.R. §155.4030 and §155.4040?

NOTES: _____

- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

NOTES: _____

8) To what degree is the proposal practical and feasible? Does it clearly refer to meeting requirements of applicable sections of CFR Subparts I (33 CFR §155.4010-155.4055) and J (33 CFR §155.5010-155.5075)?

NOTES: _____

9) To what extent has the offeror identified potential problems?

NOTES: _____

EVALUATOR'S POINT TOTAL FOR EVALUATED SECTION 5.07: _____

Contract Cost — 400 Points

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

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in SECTION 5.08.

RFP 2526H312 AMHS Salvage and Marine Firefighting - Evaluated Price Sheet

All costs listed in US Dollars. Cells highlighted red are linked to the contractor input on the Unit Price Tab. "Eval Qty" is a representative quantity for evaluation purposes only and does not represent an actual order.

Contractor should not edit any information on this sheet

Personnel

LABOR CATEGORY	DAILY RATE	Eval Qty	Extended Price
Salvage Master	\$0.00	14	\$0.00
Naval Architect	\$0.00	14	\$0.00
Salvage Foreman	\$0.00	14	\$0.00
Salvage Officer	\$0.00	14	\$0.00
Engineer/Assistant Salvage Officer	\$0.00	14	\$0.00
Specialist Advisor(s) - (Chemist, Pollution Control, Fire Technician)	\$0.00	14	\$0.00
Dive Supervisor	\$0.00	14	\$0.00
Diver; DMT	\$0.00	14	\$0.00
Diver	\$0.00	14	\$0.00
Welder/Burner	\$0.00	14	\$0.00
Rigger, Fitter, Equipment Operator, Fast Boat Operator, Etc.	\$0.00	14	\$0.00
Office Team and Logistical Support (price per team)	\$0.00	14	\$0.00
Project Manager	\$0.00	14	\$0.00
On-Site Coordinator	\$0.00	14	\$0.00

Tugs, Vessels, and Other Craft

VESSEL POWER	DAILY RATE	Eval Qty	Extended Price
1 - 499 BHP	\$0.00	18	\$0.00
500 - 3,000 BHP	\$0.00	18	\$0.00
3,001 - 5,000 BHP	\$0.00	18	\$0.00
5,001 - 7,200 BHP	\$0.00	18	\$0.00
7,201 - 12,000 BHP	\$0.00	18	\$0.00
12,001 - 20,000 BHP	\$0.00	18	\$0.00
Over 20,000 BHP	\$0.00	18	\$0.00

CAPABILITY	DAILY RATE	Eval Qty	Extended Price
Firefighting	\$0.00	7	\$0.00
Ice Class	\$0.00	2	\$0.00

Retainer Fee

VESSEL	ANNUAL FEE	Eval Qty	Extended Price
Aurora	\$0.00	7	\$0.00
Columbia	\$0.00	7	\$0.00
Hubbard	\$0.00	7	\$0.00
Kennicott	\$0.00	7	\$0.00
LeConte	\$0.00	7	\$0.00
Lituya	\$0.00	7	\$0.00
Tazlina	\$0.00	7	\$0.00
Tustumena	\$0.00	7	\$0.00
Matanuska	\$0.00	7	\$0.00

Markup Rate

	Markup Rate	Eval Qty	Extended Price
Markup Rate:	0.00%	1,000,000	\$0.00

Evaluated Price	
Evaluated price is based on the rates entered by the contractor and the evaluation quantities detailed on the Evaluation Quantities tab.	
Personnel	\$0.00
Vessels and Craft	\$0.00
Equipment	\$0.00
Markup Rate	\$0.00
Retainer Fee	\$0.00
Total Evaluated Price:	\$0.00

Vessel Equipment

EQUIPMENT	DAILY RATE	Eval Qty	Extended Price
Generators			
Up to 50kW	\$0.00	10	\$0.00
51 to 120kW	\$0.00	10	\$0.00
121 to 30kW	\$0.00	10	\$0.00
Over 301 kW	\$0.00	10	\$0.00
Portable Inert Gas Systems			
1,000m 3/hour	\$0.00	10	\$0.00
1,500m 3/hour	\$0.00	10	\$0.00

EQUIPMENT	DAILY RATE	Eval Qty	Extended Price
Welding & Cutting Equipment			
Bolt Gun	\$0.00	10	\$0.00
Gas Detector	\$0.00	10	\$0.00
Hot Tap Machine, including supporting equipment	\$0.00	10	\$0.00
Oxy-acetylene Surface Cutting Gear	\$0.00	10	\$0.00
Underwater Cutting Gear	\$0.00	10	\$0.00
Underwater Welding Kit	\$0.00	10	\$0.00
250 Amp Welder	\$0.00	10	\$0.00

Compressors			
High Pressure	\$0.00	10	\$0.00
185 CFM	\$0.00	10	\$0.00
600 CFM	\$0.00	10	\$0.00
1200 CFM	\$0.00	10	\$0.00
Air Manifold	\$0.00	10	\$0.00
Blower 1,500 m3/min	\$0.00	10	\$0.00
Pumping Equipment			
Air Manifold			
1"	\$0.00	10	\$0.00
2"	\$0.00	10	\$0.00
3"	\$0.00	10	\$0.00
Diesel			
2"	\$0.00	10	\$0.00
4"	\$0.00	10	\$0.00
6"	\$0.00	10	\$0.00
Electrical Submersible			
2"	\$0.00	10	\$0.00
4"	\$0.00	10	\$0.00
6"	\$0.00	10	\$0.00
Hydraulic			
3"	\$0.00	10	\$0.00
6"	\$0.00	10	\$0.00
8"	\$0.00	10	\$0.00

400 Amp Welder	\$0.00	10	\$0.00
Pollution Control Equipment			
Hot Tap Machine, Including support equipment	\$0.00	10	\$0.00
Oil Boom 24" per 10 meters	\$0.00	10	\$0.00
Oil Boom 36" per 10 meters	\$0.00	10	\$0.00
Oil Boom 48" per 10 meters	\$0.00	10	\$0.00
Ballast/Fuel Storage Bins up to 10,000 liters	\$0.00	10	\$0.00
Ballast/Fuel Storage Bins 10,000 to 25,000 liters	\$0.00	10	\$0.00
Ballast/Fuel Storage Bins 25,000 to 50,000 liters	\$0.00	10	\$0.00
Lighting Systems			
Halogen System	\$0.00	10	\$0.00
Lighting String, per 50 feet	\$0.00	10	\$0.00
Light Tower	\$0.00	10	\$0.00
Underwater Lighting System, 1,000 watts	\$0.00	10	\$0.00
Winches			
Up to 5 tons, including 50 meters of wire	\$0.00	10	\$0.00
Up to 10 tons, including 50 meters of wire	\$0.00	10	\$0.00
Up to 20 tons, including 50 meters of wire	\$0.00	10	\$0.00
Storage Equipment			
12' Container	\$0.00	10	\$0.00
20' Container	\$0.00	10	\$0.00

Salvage Equipment

EQUIPMENT	DAILY RATE	Eval Qty	Extended Price
Hoses			
Air Hose			
3/4"	\$0.00	10	\$0.00
2" per 30 meters or 120 feet	\$0.00	10	\$0.00
Layflat			
2" per 6 meters or 20 feet	\$0.00	10	\$0.00
4" per 6 meters or 20 feet	\$0.00	10	\$0.00
6" per 6 meters or 20 feet	\$0.00	10	\$0.00
Rigid			
2" per 6 meters or 20 feet	\$0.00	10	\$0.00
4" per 6 meters or 20 feet	\$0.00	10	\$0.00
6" per 6 meters or 20 feet	\$0.00	10	\$0.00
8" per 6 meters or 20 feet	\$0.00	10	\$0.00
Fenders			
1.00m x 2.00m	\$0.00	10	\$0.00
2.50m x 5.50m	\$0.00	10	\$0.00
3.50m x 6.50m	\$0.00	10	\$0.00
Low Pressure Inflatable			
3 meters	\$0.00	10	\$0.00
6 meters	\$0.00	10	\$0.00
9 meters	\$0.00	10	\$0.00
12 meters	\$0.00	10	\$0.00
16 meters	\$0.00	10	\$0.00
Shackles			
Up to 50 tons	\$0.00	10	\$0.00
51 to 120 tons	\$0.00	10	\$0.00
121 to 200 tons	\$0.00	10	\$0.00
Over 200 tons	\$0.00	10	\$0.00
Distribution Boards			

EQUIPMENT	DAILY RATE	Eval Qty	Extended Price
Miscellaneous Equipment			
Air Lift - 4"	\$0.00	10	\$0.00
Air Lift - 6"	\$0.00	10	\$0.00
Air Lift - 8"	\$0.00	10	\$0.00
Air Tugger, up to 3 tons	\$0.00	10	\$0.00
Ballast/Fuel Oil Storage Bins- 50,000 Liters	\$0.00	10	\$0.00
Chain Saw	\$0.00	10	\$0.00
Container Handling Package	\$0.00	10	\$0.00
Communications Package	\$0.00	10	\$0.00
Damage Stability Computer and Software	\$0.00	10	\$0.00
Echo Sounder, portable	\$0.00	10	\$0.00
Extension Ladder	\$0.00	10	\$0.00
Hydraulic Jack, up to 50 tons	\$0.00	10	\$0.00
Hydraulic Jack, up to 120 tons	\$0.00	10	\$0.00
Hydraulic Powerpack up to 40kW	\$0.00	10	\$0.00
Hydraulic Powerpack 75kW	\$0.00	10	\$0.00
Pressure Washer - Water	\$0.00	10	\$0.00
Pressure Washer - Steam	\$0.00	10	\$0.00
Rigging Package Heavy	\$0.00	10	\$0.00
Rigging Package Light	\$0.00	10	\$0.00
Rock Drill	\$0.00	10	\$0.00
Rock Splitter	\$0.00	10	\$0.00
Steel Saw	\$0.00	10	\$0.00
Tirfors, up to 5 tons	\$0.00	10	\$0.00
Thermal Imaging Camera	\$0.00	10	\$0.00
Tool Package, per set	\$0.00	10	\$0.00
Ventilation Package	\$0.00	10	\$0.00
VHF Radio	\$0.00	10	\$0.00
Z Boat, Including outboard	\$0.00	10	\$0.00
up to 14 feet	\$0.00	10	\$0.00

Up to 50kW	\$0.00	10	\$0.00
51 to 120kW	\$0.00	10	\$0.00
121 to 300kW	\$0.00	10	\$0.00
Over 301kW	\$0.00	10	\$0.00
Diving Equipment			
High Pressure Compressor 3500 psi/17 Cfm	\$0.00	10	\$0.00
High Pressure Compressor 5500 psi/5 Cfm	\$0.00	10	\$0.00
Decompression Chamber with Medical Lock	\$0.00	10	\$0.00
2 man Decompression Chamber, with compressor	\$0.00	10	\$0.00
4 man Decompression Chamber, with compressor	\$0.00	10	\$0.00
Hot Water Diving Assembly	\$0.00	10	\$0.00
Underwater Magnets	\$0.00	10	\$0.00
Underwater Drill	\$0.00	10	\$0.00
Shallow Water Dive Spread	\$0.00	10	\$0.00
Miscellaneous Equipment			
Air Bags less than 5 tons lift	\$0.00	10	\$0.00
5 to 15 tons lift	\$0.00	10	\$0.00

over 14 feet	\$0.00	10	\$0.00
Protective Clothing			
Breathing Gear	\$0.00	10	\$0.00
Hazardous Environment Suit	\$0.00	10	\$0.00
Cooler; Evaporative 36" 9800 Cfm, 110v	\$0.00	10	\$0.00
Heater 55,000/110,000 Btu	\$0.00	10	\$0.00
Gas Monitor, Four Gas Types	\$0.00	10	\$0.00
Nitrogen Generator - 1500 SCFH @ 96%, 220v	\$0.00	10	\$0.00
PPE: Ascending/Descending Pkg 4 man	\$0.00	10	\$0.00
PPE: Bunker Gear Pkg: 1 man	\$0.00	10	\$0.00
PPE: Chemical Suit Pkg, Class A; 1 man	\$0.00	10	\$0.00
PPE: Chemical Suit Pkg, Class B; 1 man	\$0.00	10	\$0.00
PPE: Cold Weather 1st Response Kit	\$0.00	10	\$0.00
PPE: Confined Space Entry 2 man Pkg with Communications	\$0.00	10	\$0.00
PPE: Survival Suit, Immersion	\$0.00	10	\$0.00
Ventilation Pkg. Vane Axial: 1,500 Cfm	\$0.00	10	\$0.00
Ventilation Pkg. Venturi Type: 4,000 Cfm	\$0.00	10	\$0.00

Alaska Marine Highway System SMFF Vessel Information for RFP 2526H312

Owner/Operator: State of Alaska, Department of Transportation and Public Facilities

Central Office Phone #: (907) 228-7255

Vessel Name	Official #/IMO #	Vessel Type	GRT/IGRT	CLASS	LOA	Beam	Max Fuel Capacity	Max most probable discharge	Damage Stability Provider
Aurora	582567 / 7502332	Ro-Ro Passenger	1,280/3,124	ABS	217.5	57'	1,188 Brls	5,000 gals	EBDG*
Columbia	557340 / 7320095	Ro-Ro Passenger	3,946/13,009	ABS	376.8	85'	6,095 Brls	28,000 gals	EBDG*
Hubbard	1295273/9812808	Ro-Ro Passenger	3,217/5,304	ABS	280'	67'	1,204 Brls	21,000	EBDG*
Kennicott	1063644 / 9145205	Ro-Ro Passenger	9,978/12,635	ABS	344.3'	85'	5,001 Brls	21,000 gals	EBDG*
LeConte	555601 / 7318925	Ro-Ro Passenger	1,328/3,124	ABS	217.5'	57'	1,201 Brls	5,000 gals	EBDG*
Lituya	1148179/9283148	Ro-Ro Passenger	97/758	ABS	164.7'	50'	219 Brls	1,000gals	EBDG*
Tazlina	1290456/9812157	Ro-Ro Passenger	3217/5304	ABS	280'	67'	1,204 Brls	21,000 gals	EBDG*
Matanuska	291533 / 5228827	Ro-Ro Passenger	3,029/9,214	ABS	372.2'	74'	2,524 Brls	11,000 gals	EBDG*
Tustumena	295172 / 6421086	Ro-Ro Passenger	2,174/4,529	ABS	266'	59'	1,598 Brls	7000 gals	EBDG*

* Elliott Bay Design Group

STATE OF ALASKA					
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.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
This contract is between the State of Alaska,					
6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:			Email Address		
10.					
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract</p> <p>2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.</p> <p>2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.</p> <p>2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state.</p> <p>ARTICLE 4. Consideration:</p> <p>4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: \$???????????? in accordance with the provisions of Appendix D.</p> <p>4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact			Email Address		
12. CONTRACTOR			13. CONTRACTING AGENCY		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer		
Date			Date		

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

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

6. Contract Disclosure:

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

7. 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.

8. 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.

9. 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.

10. 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.

11. Conflicting Provisions:

Unless specifically amended and approved by the State of Alaska, 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.

12. Officials Not to Benefit:

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

13. 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.

14. 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.

15. 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.

16. Contract Extension:

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

17. 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.

18. 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.

19. 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.

20. 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.

2526H312-AMHS Salvage and Marine Firefighting

APPENDIX B1 INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

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

2.4 Protection and Indemnity (Including pollution): covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$25,000,000 combined single limit per occurrence.

2.5 Non-Owned Aircraft Coverage: Contractor shall maintain Aircraft Liability with limits of not less than 3,000,000 per occurrence and \$300,000 per seat for passengers. The policy must include the State of Alaska, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.

2.6 Marine General Liability: Contractor shall maintain a marine general liability policy with limits of at least \$25,000,000.

2.7 Ship Repair Endorsement: Contractor shall maintain a ship repair endorsement on their marine general liability insurance to protect against property damage to watercraft in care.

2.8 Salvor Endorsement: Contractor shall maintain a salvor endorsement on their marine general liability insurance.

SUBMITTAL FORM A – Offeror Information*Revised March 13, 2024***PROJECT INFORMATION**

RFP NUMBER: _____

PROJECT NAME: _____

OFFEROR INFORMATION

Company Name: _____

Address: _____

Tax ID: _____

Alaska Business

License #: _____

CONTACT INFORMATION

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

Name _____

Title _____

Address _____

Email _____

Telephone _____

CRITICAL TEAM MEMBERS

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

Name of Position 1 _____

Name of Position 2 _____

Name of Position 3 _____

Name of Position 4 _____

ADDENDA ACKNOWLEDGEMENT

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

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

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

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

Section	Clarification

CONFLICT OF INTEREST STATEMENT

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

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

<input type="checkbox"/> Yes <input type="checkbox"/> No
--

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

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

FEDERAL REQUIREMENTS

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

ALASKA PREFERENCES

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

SIGNATURE

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

Printed Name _____
Title _____
Date _____
Signature _____



ALASKA BIDDER PREFERENCE CERTIFICATION

AS 36.30.321(A) / AS 36.30.990(2)

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

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

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

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

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

Alaska Bidder Preference Questions:

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

YES NO

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

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

YES NO

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

YES NO

If **YES**, please complete the following information:

A. Place of Business

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

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

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

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

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

YES **NO**

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

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

YES **NO**

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

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

YES **NO**

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

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

YES **NO**

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

YES **NO**

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

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

YES **NO**

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

Alaska Veteran Preference Questions:

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

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

YES **NO**

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

YES **NO**

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

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

(A) Served in the

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

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

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

YES **NO**

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of [Click or tap here to enter text.](#) and all information on this form is true and correct to the best of my knowledge.

Printed Name _____

Title _____

Date _____

Signature _____

SUBMITTAL FORM B – Experience and Qualifications

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

SUBMITTAL FORM C – Understanding of the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

SUBMITTAL FORM D – Methodology Used for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

SUBMITTAL FORM E – Management Plan for the Project

SPECIAL REQUIREMENTS: This Submittal Form must not identify the offeror's proposed costs and must not exceed five pages (reference RFP section 4.02).

STATE OF ALASKA

Department of Transportation & Public Facilities
Division of Program Management and Administration



NOTICE OF INTENT TO AWARD A CONTRACT

THIS IS NOT AN ORDER

DATE ISSUED: TBD

RFP NUMBER: 2526H312

RFP SUBJECT: AMHS SALVAGE AND MARINE FIREFIGHTING

PROCUREMENT OFFICER: Chris Hunt

SIGNATURE: _____

This is notice of the state's intent to award a contract. An offeror who wishes to protest this Notice of Intent must file the protest with the procurement officer within ten calendar days following the date of this notice. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **The offeror identified below as being the most advantageous is instructed not to proceed until Contract Award or other form of notice to proceed is given by the procurement officer.** If the offeror proceeds prior to receiving a Contract Award or other form of notice to proceed, the offeror does so without a contract and at their own risk. AS 36.30.365.

LEGEND: @ = MOST ADVANTAGEOUS
YES = RESPONSIVE AND RESPONSIBLE OFFEROR
NO = NON-RESPONSIVE OR NON-RESPONSIBLE OFFEROR

<u>Offeror</u>	<u>Responsive</u>	<u>Total Score</u>	<u>Most Advantageous</u>
OFFERER 1			
OFFERER 2			

SUMMARY

Company Name
Address
State, City Zip Code

Award of Contract is contingent on the receipt of the following within ten (10) days:

- Proof of required insurance coverage (RFP pages)
- Proof of Alaska Business License (RFP Page XX)