STATE OF ALASKA REQUEST FOR PROPOSALS

ALUMINUM SKIFF BUILD

RFP **2027-1200-0172**

ISSUED NOVEMBER 25, 2026

FABRICATION OF AN ALUMINUM PATROL SKIFF FOR USE IN KODIAK, ALASKA

ISSUED BY:

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Public Safety, Division of Administrative Services, on behalf of the Alaska Wildlife Troopers – Vessel Section, is soliciting proposals for the fabrication of an aluminum skiff for patrol use.

SEC. 1.02 BUDGET

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 3:00pm prevailing Alaska Standard Time on December 17, 2026 as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE

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

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

To provide proof of prior experience, offerors must provide a project summary from two projects completed within the past five years in Section 4.03 Experience and Qualifications, at minimum. Additional evidence of qualification may be requested per Sec 3.02. An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

PROCUREMENT OFFICER: **Rachelle Alger** – **907-269-5718** | **rachelle.alger@alaska.gov**

SEC. 1.07 RETURN INSTRUCTIONS

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

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

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

It is the offeror's responsibility to contact the issuing agency at 907-269-5718 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a

new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / RFP Released		November 25, 2026
Deadline for Receipt of Proposals / Proposal Due Date	3:00p AST	December 17, 2026
Proposal Evaluations Complete		December 28, 2026
Notice of Intent to Award		December 30, 2026
Contract Issued		January 4, 2027

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

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Since statehood, the Department of Public Safety (DPS) has utilized a variety of patrol vessels to service the needs of the Alaskan citizenry in Alaska. Primarily operated in and around the waters of Southwest Alaska including the outer coast, these patrol vessels have varied in size and shape as necessary to meet the demands of the waters assigned. The patrols involving these vessels have varied depending on the operational need of the enforcement program assigned. A normal vessel crew consists of a minimum of 1 person and as many as 4 persons aboard vessels of this size. This vessel must be sufficiently capable of working and carrying a small amount of seized gear, including but not limited to subsistence crab pots and gillnet gear. The vessels will not require a permanent crew; the operators and handlers could be trained relatively quickly and will have ample opportunity to maintain currency and qualification.

After extensive research with current operators, DPS has determined the requirement of a newly constructed patrol vessels of 24-27ft with a hull made of marine grade aluminum, will best suit the needs for a law enforcement patrol vessel operating in the waters of Southeast and Kodiak Alaska and surrounding areas.

The vessels will be used for public safety and law enforcement during the annual fisheries and hunting enforcement, village visits and in search and rescue operations. Its primary mission will be for resource enforcement of the commercial, subsistence and personal use fisheries in the area. It must be capable of operating in inclement weather and rough seas.

This RFP sets forth the design and performance specifications for the vessel. DPS desires to purchase a newly constructed, high-quality vessel with sea-keeping abilities required for Alaska waters. The vessels will be delivered to Kodiak and Juneau, Alaska upon completion.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

DPS is seeking to purchase a newly constructed, high-quality vessel with sea-keeping abilities required for Alaska waters. The vessel will be delivered to Kodiak, Alaska upon completion. The vessel must be built according to the specifications in Attachment One: Vessel Specifications.

The contractor shall complete construction of the vessel with appropriate inspections by DPS representatives at various completion phases of construction, including sending photograph updates.

The contractor shall deliver the vessel in the water for sea trials and initial acceptance near the contractor's location. Sea trials and final acceptance of the vessel are completed by DPS.

SEC. 3.02 PROOF OF CONTRACTOR QUALIFICATION

The Department requires that the Contractor be qualified to provide the services in the Contract. "Qualified" in this instance means that the Contractor has significant experience fabricating aluminum vessels of thirty-three to thirty-five (33-35) feet. The Contractor must be able to demonstrate more than five (5) years of experience in aluminum vessel fabrication and must provide welding qualifications for the persons welding the vessel. The Contractor must also have a suitable fabrication facility that is both sheltered and heated. The Department will require the apparent best proposing firm to provide proof of these qualifications in their proposal. Failure to provide adequate proof of these qualifications will result in disqualification of the subject offer and the proposal evaluation process will begin again with the next highest ranked offering firm.

SEC. 3.03 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately January 4, 2027**,** for one year until completion, approximately January 4, 2028, or a mutually agreed upon completion date.

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. 3.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

The contractor will be required to provide one completed vessel underway to Kodiak, Alaska, after meeting the specification identified in Sec. 3.01 Scope of Work and Attachment One: Vessel Specifications, including passing sea trials.

SEC. 3.05 QUALITY OF VESSEL DESIGN

The State requires that the vessel design be a high quality, outer hull from gunnels to keel must be from a proven design, from a qualified boat designer with more than five (5) years experience. "Proven design" means that the same hull design proposed by the Contractor already exists and is proven in similar service. "High quality" design means that the vessel scantlings are adequately sized and structural members correctly spaced to provide an acceptable level of stress when subjected to design loads. "High quality" also means that the vessel design has features that allow for easy and safe vessel operation and easy vessel maintenance.

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

1) Plan view drawing of the arrangement of the main deck
2) Profile view drawing of vessel, showing design water line, fully loaded
3) Arrangement drawing of cabin
4) Structural plans for hull describing plate, stiffeners, frames, girders, and bulkheads

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

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

Minimum drawing size is 11"x 17".

SEC. 3.06 QUALITY OF FABRICATION AND INSTALLATION

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

SEC. 3.07 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. 3.08 CONTRACT TYPE

This contract is a firm. Fixed price 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 invoice has been approved by the project director.

SEC. 3.10 CONTRACT PAYMENT

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

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

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

SEC. 3.11 LOCATION OF WORK

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

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 3.12 SUBCONTRACTORS

Subcontractors may be used for outboard installation only. If an offeror intends to use a subcontractor for outboard installation, the offeror must identify in the proposal the names of the subcontractor. Subcontractor's experience shall not be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE**.**

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

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

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

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

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

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

SEC. 3.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.14 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. 3.15 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. 3.16 CONTRACT PERSONNEL

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

SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract’s intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.18 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SEC. 3.20 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The

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

SEC. 3.21 INSURANCE REQUIREMENTS

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

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

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

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of $300,000 combined single limit per claim.

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

SEC. 3.22 TERMINATION FOR DEFAULT

a. If the Project Director or Procurement Officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all 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 detail on the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

The Department requires that the Contractor be qualified to provide the services in the Contract. See Sec 3.02 for Qualifications. The offeror must provide a minimum of two examples of previous projects, including pictures, of similarly produced vessels by the offeror.

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

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 in Sec 3.01 Scope of Work, Sec 3.04 Deliverables, and Attachment One: Vessel Specifications. Proposals will also be evaluated against the maritime vessel technical criteria areas of “Mission Suitability” and “Structure and Machinery”. Proposals must include an estimated project timeline.

The contractor shall submit two general assembly view drawings (including interior layout) with the proposal for review and approval by the state. The provided drawings should 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:

- First draft review date
- Contractor submits final report
- Date range for sea trials

SEC. 4.05 COST PROPOSAL

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

SEC. 4.06 EVALUATION CRITERIA

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

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

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	**Weight**
Responsiveness	Pass/Fail

Qualifications Criteria	**Weight**
Experience and Qualifications	15
Construction Design	15
Total	30

Cost Criteria	**Weight**
Cost Proposal	60
Total	60

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

Total	10

TOTAL EVALUATION POINTS AVAILABLE: 100

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.01 through 5.02 and assign a single score of 1 through the max points for each section, with max points representing the highest score and 1 representing the lowest score.

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

$$\frac{\textbf{Offeror Total Score}}{\textbf{Highest Total Score Possible}} \textbf{ x Max Points = Points Awarded}$$

Example (Max Points for the Section = 100):

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

Offeror 1 was awarded 75 points:

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

Offeror 2 was awarded 50 points:

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

Offeror 3 was awarded 100 points:

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

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (15%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

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

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

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

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

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

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

c) Has the firm provided letters of reference from previous clients?

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

SEC. 5.05 CONSTRUCTION DESIGN PLAN (15%)

Proposals will be evaluated against the questions set out below:

1) Has the offeror provided the following in accordance with the solicitation specifications?
    a. A construction design plan with significant phase completion dates
    b. A general arrangement, profile, and structural drawings of the boat that accurately conveys the vessel's size, shape, function, and layout
    c. Descriptions of the major equipment components such as engines and generators
2) Has the offeror incorporated the following in accordance with the solicitation specifications?
    a. All specifications within the Vessel Performance Standards section
    b. Vessel Machinery and Systems section
        i. All operational system specifications
        ii. All mechanical system specifications
        iii. All electrical and electronic components
    c. All specifications within the Accommodation section
    d. All specifications within the Safety Equipment section
    e. All specifications within the Storage Spaces section
    f. All specifications within the Windows and Doors section
    g. All specifications within the Miscellaneous Items and Deck Equipment sections

3) Has the offeror included the required guarantees, equipment booklets, and operator handbooks?
4) Did the offeror provide speed and fuel use/range calculations for various operating RPMs?
5) Does the construction plan give the State the best possible understanding of how the contractor proposes to construct the vessel and what components will be used?
6) Did the offeror provide pictures of similarly produced vessels by the offeror?

SEC. 5.06 CONTRACT COST (60%)

Overall, a minimum of **40-75**% 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 Higher Priced Proposal)

Example (Max Points for Contract Cost = 400):

Step 1
List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case $40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

*$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = **374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 cost of Offeror #3's proposal = **336.8**

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:

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

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

Step 3

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

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

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

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

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

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

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

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

SEC. 6.03 SITE INSPECTION

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

SEC. 6.04 CLARIFICATION OF OFFERS

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

SEC. 6.05 DISCUSSIONS WITH OFFERORS

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

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

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

SEC. 6.06 EVALUATION OF PROPOSALS

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

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

SEC. 6.07 CONTRACT NEGOTIATION

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

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

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

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

Application Of Preferences

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)
- 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, 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, 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 Agreement Form for Professional Services Contracts (form SAF.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 local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

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

Minor informalities that:

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

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 6.21 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

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to "Record" includes all such records and the offer; any reference to "Law" includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the offeror undertook the following protective measures:
    a. marked information confidential;
    b. for any information marked confidential, identified the authority that makes that specific information confidential; and
    c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any

redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.

6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
    a. the State agrees that the Law protects the information; and
    b. if the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

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.

SECTION 7. ATTACHMENTS

SECTION 7.01 ATTACHMENTS

Attachments:

1) Vessel Specifications
2) Cost Proposal (attached separately)
3) Offeror Information & Alaska Bidder's Preference Certification
4) Notice of Intent to Award sample
5) Standard Contract Form for Goods and Non-Professional Services sample
6) Appendix C: Scope of Work sample
7) Appendix D: Compensation sample

Attachment One: Vessel Specifications

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5.01 VESSEL PERFORMANCE STANDARDS

The vessel and its components shall be suitable for operation everywhere in Southwest Alaska and surrounding waters in all seasons. The vessel must successfully operate in the following environmental conditions: Ambient air temperatures: 70 degrees F to -10 degrees F, water temperatures between 65 degrees F and 30 degrees F, wind speeds between 0 and 45 knots, and wave heights up to 8 feet.

- **Hull:** Welded aluminum, shallow draft. In the general design of a mono hull design with the ability to operate in seas up to 8ft. A full wrap around collar system must be incorporated into hull design. A fully welded hard sided center house design with sliding doors on both sides is required. There needs to be ample space between the seats and the helm to accommodate crew wearing vest and duty belts. Welded aluminum, shallow draft. In the general design of a mono hull design with the ability to operate in seas up to 8ft with a self-bailing deck.

- **Length:** Required length shall be no less than 24 feet length overall and no greater than 27ft, not including transom or motor extensions. Required length shall be 25 feet, not including transom or motor extensions.

- **Beam**: Minimal of 8’5” prefer wider up to 10’ beam Maximum beam of 9’.

- **Stability:** Vessel must pass a stability test per USCG requirements for worst case load condition with the vessel operating in exposed waters. Also, vessel must have a collision bulkhead and additional watertight bulkheads, spaced so that vessel will not sink if one compartment is holed. Vessel must pass a stability test per USCG requirements for worst case load condition with the vessel operating

in exposed waters. Also, vessel must have a collision bulkhead and additional watertight bulkheads, spaced so that vessel will not sink if one compartment is holed.

- **Cargo:** The vessel must be able to carry deck loads of up to 1000 lbs.
- **Propulsion**: Twin outboard 200hp Yamaha outboards, hung on a transom or motor extension, capable of achieving 35kts.
- **Speed**: Cruise speed to be a minimum of 28 knots.
- **Range:** 200 NM minimum
- **Draft:** Not to exceed 40" with engines down.

5.02 VESSEL CONSTRUCTION STANDARDS

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

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

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

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

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

for inspection and maintenance. Inspection hatches shall be waterproof, quick acting, non-plastic hatches.

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

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

Installation of metals other than aluminum shall be strictly controlled. Ferrous metals shall be minimized to only those required of specified equipment and shall not be installed in the vessel structure, mechanical, or electrical systems unless the Contractor receives prior approval from the State. Non-aluminum fasteners shall be stainless steel. Where non-aluminum metal and aluminum must be connected, such connection shall occur through a dielectric kit, or some other means to eliminate or minimize galvanic corrosion. The State shall reject, and the Contractor shall replace, any dissimilar metal installation the State believes may be susceptible to galvanic corrosion.

SECTION 5.03 VESSEL MACHINERY AND SYSTEMS

Propulsion:

- Dual engine Yamaha outboards, 200hp each, capable of at least 35 knots per hour and a cruising speed of 28 knots per hour.

Vessel Controls:

- Control station with electronic controls mounted inside pilot house starboard side.
- Trim tabs for vessel adjustment.

Fuel systems:

- Fuel tank, aluminum, location to be determined by the manufacturer for suitable stability. Tank to have sediment/water collection sumps with drains. Minimum 150-gallon capacity.
- Tanks to be fitted with 1 ½" fills, 1 ½" vent positioned to allow proper displacement of air. Accessible electric fuel level sending unit.
- 2 Racor water separators with sight glass.

Cabin heating and insulation:

- A central forced air-heating system to be installed to heat the pilot house and area including the windshields. There are to be separate controls in each outlet of the ducting to sufficiently control the temp and airflow throughout the cabin. The heater should have a 5 gal minimum fuel tank.
- All heated spaces shall be insulated with non-porous insulation securely attached to vessel structure. Spray in foam insulation is not acceptable.

- The heat system is to be sized to keep the vessel warm during winter ambient temperatures.
- Heating pipes and ducts to be insulated as needed.

Electrical system:

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

House Distribution power:

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

- House power batteries shall also be capable of being charged from the engine alternator, generator or shore power.
- Install and integrate inverter based on completed load analysis.

Engine Start/Run Power:

- Each 12 VDC Start/Run power system shall be supplied with a minimum of 1 Marine grade battery Deep Cycle. Final number of batteries shall be determined by load analysis provided by Contractor.
- Each Start/Run battery system shall also be capable of being charged from the engine alternator, through a selector switch.
- Battery charging system, such as a Noco battery tender.

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

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

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

- Adequate lighting for pilot house and head with red/white lights.

Electronics:
All electronics to be 12 VDC with a separate and dedicated distribution panel on bridge and each item to have separate circuit/breaker panel lighted for nighttime operations. Proposal should include cost to install the following items.

- Radar: Garmin GMR 18 HD3
- VHF: Garmin VHF 215 AIS radio with appropriate antenna
- 2nd VHF: ICom IC-F7510 radio and antenna (owner supplied)
- GPS: Garmin GPSMAP8612
- Hailer: builder recommended and supplied
- Compass: standard magnetic compass
- Horn: electric
- All switches on the vessel to be clearly marked with professional style labels.

Miscellaneous equipment:

- 12 VDC Windshield wipers port and starboard.
- Two Spare 12v outlets in bridge area (lighter type).
- Adequate wire ways/through hull for future installations.
- Two window fans for forward looking windows area. Operated by switch on the console.
- Bilge pumps in confined spaces.
- ¾" lifting eyes and harness system to be able to lift the vessel by crane aboard a larger patrol vessel. Engine guard

5.04 ACCOMMODATIONS

Pilot House:

- Starboard forward helm to have all controls.
- Radios and certain electronics can be mounted on the overhead.
- (2) Two heavy-duty mechanical shock mitigating type chairs mounted with foot rests to be operated from a standing or sitting position. (1 per side)
- Storage space for charts and books.
- Bench seating on the starboard side and storage on the port side.
- Stowage areas, deck boxes outside and adequate space utilization on the inside to maximize the use of dead space.
- Carbon monoxide detector mounted in cabin.

5.05 SAFETY EQUIPMENT

- Offshore Flare kit. USCG Approved. (Owner provided)
- For all items that are owner provided storage space is to be provided on the vessel.
- Life Ring with line and bracket with floating strobe light.
- Portable fire extinguishers to be mounted throughout the vessel in accordance with USCG rules.
- Storage compartment for safety equipment.

5.06 WINDOWS AND DOORS

- All windows are to be sized and positioned to allow for maximum visibility from all positions in the pilothouse. Forward slant on 2-window front of cabin. Slider Doors forward by helm station on both port and starboard sides. Main to back deck aft of cabin. All doors are to have latches to secure in the open position and be secured by a lock when closed.
- Windows shall be high quality marine grade aluminum, extruded frame, bolt in, and shall be fully watertight. Sea Glaze aluminum frame. The State will witness a high-pressure hose test on all windows during sea trials. Leaking windows shall be fully removed and replaced with new windows. Selected side windows in Pilothouse and accommodation areas to have the ability to be opened and locked in both the open and closed position.
- Front door in pilot house allowing total walk through of cabin.

5.07 MISCELLANEOUS ITEMS

- Fabricated outboard bracket (Swim step) with hatches for maintenance (if needed) and a dive ladder.

5.08 DECK EQUIPMENT/EXTERIOR

Anchor/Anchor winch/Anchor locker:

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

Pot Puller/Davit:

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

Deck Hatches:

- Any deck hatches are to be of such size and shape that allow for easy access to the space. All hatches to have gutters to allow water to drain away from the opening.
- All hatches for storage spaces are to be of sufficient size and shape to make best use of space.
- Stowage areas, deck boxes outside and adequate space utilization on the inside to maximize the use of dead space.
- Self-bailing deck area.

Mooring and Fender equipment:

- Six (6) each cast aluminum 10” cleats to be positioned in pairs running fore to aft at equal distance on both sides.
- Aft towing bit such as a Samson post towing bit.
- Fendering system along both sides of the hull to provide protection while contacting vessels.

Trailer;

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

5.09 PAINT, PREP AND MARKINGS

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

5.10 MANUALS AND DOCUMENTATION

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

5.11 SEA TRIALS

- Extensive Sea trials to be accomplished starting with 1-2 day system checks dockside and day/night sea trials.
- DPS will provide a marine surveyor to evaluate the vessel prior to DPS taking possession.

Offeror Information

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 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
14	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
15	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
16	The offeror is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	True | False
17	Offeror certifies they comply with the laws of the State of Alaska.	True | False
18	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? ** Failure to answer may be grounds for disqualification.*	□ Yes □ No

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?	□ Yes □ No
Alaska Veteran Preference: Do you believe that your firm qualifies for the Alaska Veteran Preference?	□ Yes □ 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 unity of the United States armed forces; or

(ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air Nations 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 _____

STANDARD CONTRACT FORM
Goods and Non-Professional Services

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code

5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number

This contract is between the State of Alaska,

8. Department of	Division	hereafter the State, and

9. Contractor

hereafter the Contractor

Mailing Address	Street or P.O. Box	City	State	ZIP+4

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Contract:

2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.
2.2 Appendix B sets forth the indemnification and insurance provisions of this contract.
2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.

ARTICLE 4. Considerations:

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.
4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

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 signed by the head of the contracting agency, procurement officer or designee.

SCF.DOC (Rev. 2/24)

APPENDIX A
GENERAL CONDITIONS

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

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

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

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

5. **No Assignment or Delegation:**
   The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

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

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

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

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

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

11. **Officials Not to Benefit:**
    Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

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

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

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

furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

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

16. Severability:

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

17. Continuing Obligation of Contractor:

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

18. 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 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.

APPENDIX C
SCOPE OF WORK

1. Purpose
The purpose of this contract is for the Contractor to provide [enter a general description of the goods or services to be provided/performed and any general requirements that apply].

The State of Alaska, Department of Public Safety (DPS) will use these [select "goods" or "services"] to accomplish the following: [enter a general description of what the goods or services will accomplish].

2. Order of Precedence
The terms and conditions of [enter the solicitation type (i.e. IRFP or RFP), solicitation #, and solicitation title], Appendices, and Amendments are made part of this contract. The order of precedence for the contract between the Contractor and DPS is established by the order of the following documents:

1. Any amendment to the executed contract with the more recent amendment taking precedence over a less recent amendment.
2. The [select "Standard Agreement Form for Professional Services and Appendix A General Provisions" or "Standard Contract Form and Appendix A General Conditions"].
3. The [enter "IRFP" or "RFP"].
4. The Contractor's proposal.

The above numbered documents are, collectively, the "contract." In the case of any conflict or inconsistency arising under the contract documents, a document identified with a lower number in this subsection shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above-mentioned contract documents but is not addressed in another of such documents.

Where terms and conditions specified in the Contractor's proposal differ from the terms and conditions in contract documents 2 and 3, as identified above in section 2 Order of Precedence, the terms and conditions of documents 2 and 3 shall apply. Where terms and conditions specified in the Contractor's proposal supplement the terms and conditions in contract documents 2 and 3, as identified above in section 2 Order of Precedence, the supplemental terms and conditions shall apply only if specifically accepted by the Procurement Officer in writing.

3. Contractor Performance and Deliverables
The Contractor shall perform the scope of work, provide the deliverables, and meet the delivery and completion dates as outlined in [enter the solicitation type (i.e. IRFP or RFP), solicitation #, and solicitation title], Appendices, and Amendments.

The Contractor shall perform the tasks, services, and deliverables set forth within this Scope of Work to DPS's satisfaction. The Contractor shall be responsible for all communications regarding the progress of performance of the contract and shall discuss with DPS any issues,

recommendations, and decisions related to the contract. The Contractor shall be the sole point of contact on all matters related to the performance of the contract.

DPS Project Manager
The DPS Project Manager is responsible for monitoring the operations and performance of the Contractor for contract compliance, and to coordinate actions and communications between DPS and the Contractor. The DPS Project Manager for this contract is:

Attn: [enter name & title]
[enter address]
[enter city], Alaska [enter zip code]
Phone: [enter phone #]
E-mail: [enter PM e-mail]

4. Remedial Action
In addition to any remedies available to DPS under law or equity, DPS at its sole discretion may require one or more of the following remedial actions if the Contractor fails to cure findings of breach, or as otherwise provided for herein:

- DPS may take reasonable steps to provide for such cure and may offset the costs of such cure against the contract pricing in effect at the time of occurrence of a breach;
- Reduce and/or offset payment to reflect the reduced value of [enter "goods" or "services"] received;
- Require the Contractor to subcontract all or part of the [enter "goods" or "services"] at the Contractor's sole cost;
- Withhold payment or require payment of actual damages caused by a breach; or
- Terminate the contract pursuant to section 5 Termination.

Withholding of payment by DPS for the failure of the Contractor to perform shall not relieve the Contractor from its obligations under the contract.

5. Termination

Termination for Cause
The occurrence of any of the following events shall be an event of default under the contract and cause for termination:

- A material breach of any term or condition of the contract.
- Any representation or warranty by Contractor in its proposal that proves to be untrue or materially misleading.

- Any default or non-compliance as otherwise specified in the contract.

DPS may terminate the contract if DPS provides the Contractor written notice of default and the Contractor has failed to cure the default within 30 calendar days. If DPS terminates the contract for default, DPS reserves the right to take any action it may deem necessary including, without limitation:

- Exercise any remedy provided by law or equity.
- Withhold payment until the default is remedied.
- Offset of damages against payment due.

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Termination for Convenience

DPS may terminate the contract for its convenience in whole or in part, if DPS determines it is in DPS's best interest to do so.

If the Contractor and DPS fail to agree on the amount to be paid because of the termination for convenience, DPS will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the contract had been fully performed:

- The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
- The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract; and
- Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

The Contractor shall use generally accepted accounting principles, or accounting principles agreed to in writing by the Procurement Officer, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

Effect of Termination

Upon termination by DPS, the Contractor shall:

- Stop work as directed by DPS. Place no further orders or requests of subcontractors, if any, for goods or services;
- Take actions necessary, or that DPS may direct, for the protection and preservation of the goods or services;

- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the termination notice;

- With the advance approval of DPS, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract; and

- Deliver or otherwise make available to DPS all data, reports, estimates, confidential information, summaries and such other information and materials, as may have been accumulated by the Contractor in performing the contract, whether completed or in process.

END OF APPENDIX C SCOPE OF WORK

APPENDIX D
COMPENSATION

The Contractor will be compensated for [select "goods" or "services"] rendered to the State of Alaska, Department of Public Safety (DPS) in accordance with the contract terms and conditions, and as follows:

1. Unless otherwise stated in this contract, price adjustments will not be allowed during the renewal process. The price for this contract will remain firm and not fluctuate for the entire term of the contract, to include any and all renewals or extensions. Any request for an adjustment to the time, scope, or cost of the contract that will impact the pricing will only be considered at the Contractor's written request based on justification through sufficient supporting documentation and is subject to approval based upon legislative or department appropriations.

2. The period of performance for the initial contract term shall begin on the Service Commencement Date of [enter begin date] and expire on [enter end date].

3. The contract includes the following renewal options, to be exercised solely at the discretion of the State.

Renewal Option #1	enter begin date	through	enter end date
Renewal Option #2	enter begin date	through	enter end date
Renewal Option #3	enter begin date	through	enter end date

(add/delete renewal option years as necessary)

The State will not be responsible for payment of [select "goods" or "services"] rendered outside the valid term of this contract, there will be no exceptions.

4. Any contract for which a renewal option is not exercised by the State, shall be considered expired on the expiration date noted above and does not require notification of such by DPS. All exercised renewal options shall be executed via written amendment to the contract. DPS may enter into a month-to-month holdover extension, prior to the expiration of the current contract term. All exercised month-to-month holdover extensions shall be executed via written amendment to the contract. The total cumulative dollar amount of each month-to-month holdover extension shall not exceed the unanticipated amendment limitations stated in Alaska Administrative Manual 81.700. All other terms and conditions specified by the contract shall remain the same during any month-to-month holdover extension period.

5. The compensation for the entire duration of the contract, including all renewal option periods, shall not exceed $[enter amount] [enter any language that is necessary if funding is broken down into fiscal years or the like].

6. The contract price shall be a firm price for actual [select "goods" or "services"] rendered for the performance and completion of the deliverables identified herein. Actual [select "goods" or "services"] rendered include actual time spent in preparation and performance of the scope of

work and deliverables in the contract. The rate shall be a fully burdened rate, and must include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and all other costs associated with the performance of the contract. That rate may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract. No other costs will be considered for payment. Payment will be considered to be made as either the date a printed warrant is issued, or the date an electronic funds transfer is initiated.

7. Final invoices must be received by DPS no later than 30 days following the termination or expiration date of the contract.

8. The Contractor shall submit a properly documented invoice monthly to DPS. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice, no later than 30 days after the completion of a deliverable, to DPS and after DPS confirms receipt of goods or services. The invoice must include all support documentation necessary to provide a reasonable assurance to DPS that the invoiced work is complete. DPS retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

Every invoice shall include the following information:

- Contract number and title [enter solicitation title];
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number;
- Name of authorized person originating or submitting the invoice for the entity.

Contractor shall send invoices to:

Attn: [enter name & title]
[enter address]
[enter city], Alaska [enter zip code]
Phone: [enter phone #]
E-mail: [enter PM e-mail]

Questions concerning payment must be addressed to the DPS point of contact identified above.

Or (use the language below if multiple end-users will be placing orders against the contract)
The Contractor shall submit a properly documented invoice monthly to the ordering agency's address shown on the individual Purchase Order, Delivery Order, or Contract Award. Payment to the Contractor is contingent upon the Contractor delivering a properly documented invoice,

no later than 30 days after the completion of a deliverable, to the ordering agency and after the ordering agency confirms receipt of goods or services. The invoice must include all support documentation necessary to provide a reasonable assurance to the ordering agency that the invoiced work is complete. The ordering agency retains the right to request additional justification and/or documentation as it deems necessary to ensure appropriate payment of the invoice.

Every invoice shall include the following information:

- Contract number;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number;
- Name of authorized person originating or submitting the invoice for the entity.

Questions concerning payment must be addressed to the ordering agency.

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

10. The State is a government entity and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of a contract is contingent upon Legislative appropriation. The State reserves the right to terminate the contract in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

END OF APPENDIX D COMPENSATION